

APPROVED

March 05 2026

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-054

DATE March 05, 2026

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOLMBY PARK – AMENDMENT NO. 1 TO AGREEMENT NO. 4209 WITH HOLMBY PARK LAWN BOWLING CLUB UPDATING PERMITTED TIMES TO EXPAND THEIR CURRENT HOURS OF OPERATION – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

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



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed First Amendment (First Amendment) to Agreement No. 4209 (Agreement) with the Holmby Park Lawn Bowling Club (HPLBC) substantially in the form attached hereto as Attachment 1, to extend the HPLBC hours of operation and update HPLBC’s contact information, subject to the approval of the City Council and City Attorney as to form;
2. Determine that approval of the First Amendment (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor’s Office of Land Use and Climate Innovation;

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3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing the NOE;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed First Amendment to the City Council and the City Attorney;
5. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals; and
6. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

SUMMARY

Holmby Park Lawn Bowling Club (HPLBC) has been providing the community with recreational lawn bowling opportunities at Holmby Park for nearly 100 years and is currently operating its lawn bowling programs under Agreement No. 4209 (Agreement), which authorizes their non-exclusive use of the Holmby Park lawn bowling greens and community building located at 646 Comstock Avenue, Los Angeles 90024. HPLBC approached RAP expressing their desire to increase their hours of operation to include additional hours on Saturdays and Sundays. Additionally, they requested that RAP update the contact information in the Agreement to reflect their new organizational leadership.

HPLBC currently operates Tuesdays, Thursdays, and Saturdays from 10:00am to 2:00pm and Wednesday evenings from 6:00pm to 8:00pm and has requested to expand their hours of operation to 10:00am to 4:00pm on Saturdays and Sundays during Standard Time and 10:00am to 8:00pm during Daylight Savings Time. These additional hours will allow members of the public that are utilizing the park on the weekends the opportunity to participate in free lawn bowling lessons offered by HPLBC. HPLBC is currently the only recognized lawn bowling club located within the boundaries of the City of Los Angeles and one of only twenty seven recognized lawn bowling clubs in Southern California.

Since 1955, HPLBC has made significant contributions by providing the funding for several capital improvement projects at Holmby Park, including improvements to the Community Building's kitchen, women's locker room, and brick patio and most recently, the HPLBC funded the installation of flood lights, which allow for twilight bowling and added park security. The HPLBC pays RAP a Cost Recovery Reimbursement Fee (CRRF) in the amount of \$303.00 per quarter along with an annual maintenance fee of \$2,500.00 that pays for the supplies to maintain the bowling greens.

ENVIRONMENTAL IMPACT

Based on the summary description, the proposed Project consists of an amended agreement to permit the use of an existing public facility involving negligible or no expansion of use.

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Based on the parcel profile report retrieved on February 18, 2026 through NavigateLA (<https://navigatea.lacity.org/navigatea/>), this site is not located within a coastal, methane, liquefaction, historical preservation, or flood zone, nor is it in the vicinity of the Alquist-Priolo fault zone. As of February 18, 2026, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). When reviewing the Caltrans Scenic Highway Map, no scenic highways travel near the Project site. With regards to Historic-Cultural Monuments, the activities authorized under the amended agreement do not pose any risk of impact to historical resources.

As a result of the environmental impact analysis, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as Article III, Section 1, Class 1(14) of the City CEQA Guidelines. Staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

FISCAL IMPACT

The First Amendment will have no adverse fiscal impact on the RAP General Fund, as HPLBC is a self-sustaining program, with its events and activities funded through HPLBC dues and private donations at no cost to RAP. Further, HPLBC's payment of CRRF will support the RAP maintenance budget for the Park.

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

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Amendment No. 1
- 2) Agreement No. 4209

**FIRST AMENDMENT TO AGREEMENT NO. 4209
BETWEEN
THE CITY OF LOS ANGELES
AND
THE HOLMBY PARK LAWN BOWLING CLUB
FOR THE OPERATION OF A RECREATIONAL LAWN BOWLING CLUB AT
HOLMBY PARK**

THIS FIRST AMENDMENT TO CONTRACT NO. 4209 (“FIRST AMENDMENT”) is made this _____, 20____, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“BOARD”), and the Holmby Park Lawn Bowling Club, a 501(c)(7) non-profit corporation (“ORGANIZATION”). The CITY and ORGANIZATION may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as Holmby Park (“PARK”), located at 601 Club View Drive, Los Angeles, California 90024; and,

WHEREAS, within said PARK there are two lawn bowling greens with a patio and community room between the greens (“PREMISES”) currently used by ORGANIZATION under Agreement No. 4209; and,

WHEREAS, on November 16, 2023, the Board of Recreation and Parks Commissioners (“BOARD”) approved Agreement No. 4209 (“AGREEMENT”) between CITY and ORGANIZATION – which was executed on October 10, 2025 – for non-exclusive use of two lawn bowling greens and the adjacent community room and patio (“PREMISES”) at the PARK for the operation of a lawn bowling program and related recreational activities (“PROGRAM”) for an initial term of five years with the option to renew for an additional five year term at the discretion of the RAP General Manager (Report No. 23-196); and,

WHEREAS, the AGREEMENT allows ORGANIZATION to use the PREMISES (as such term is defined in the AGREEMENT) on a non-exclusive basis during specific permitted hours and days; and,

WHEREAS, ORGANIZATION has submitted a written request to RAP requesting to expand their hours of operation allowing them to extend their hours on Saturdays and add hours of operation on Sundays in order to offer additional lawn bowling lessons to the general public and recruit new players; and,

WHEREAS, the BOARD has approved this First Amendment to the AGREEMENT at its meeting held on _____, 2026, authorizing the ORGANIZATION

to increase their utilization of the PREMISES on Saturdays and to use the PREMISES on Sundays. (Board Report 26-XXX)

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree that the AGREEMENT is amended as follows:

- I. Paragraph a. of Section 8 of the AGREEMENT (“Days and Periods of Use”) is hereby amended to read as follows:

“a. PERMITTED TIMES are as follows and shall only be for PROGRAM Operation:

Tuesdays and Thursdays from 10:00am to 2:00pm

Wednesdays from 6:00pm to 8:00pm

Saturdays and Sundays from 10:00am to 4:00pm, except during Daylight Savings Time when ORGANIZATION’s hours shall be 10:00am to 8:00pm

These hours are subject to change by RAP due to unforeseen circumstances or matters beyond RAP’s control, as described herein. ORGANIZATION may utilize the PREMISES one hour before and one hour after PERMITTED TIMES for the sole purpose of set-up and clean-up and not for PROGRAM operation.

ORGANIZATION has been granted permission to possess key to PREMISES and will be solely responsible for locking and unlocking the gates during PERMITTED TIMES, unless prior arrangement has been made with RAP.”

- II. Section 21 of the AGREEMENT (“Notices”) is hereby amended to update the ORGANIZATION’s contact information as follows:

Holmby Park Lawn Bowling Club

Mr. John Friedland

646 Comstock Avenue

Los Angeles, California 90024

Tel.: (323)272-4445

Email: jfriedland47@aol.com

First Amendment to Agreement No. 4209

Holmby Park Lawn Bowling Club

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Other than as amended or modified in this First Amendment, all other terms and provisions of this AGREEMENT shall remain unchanged and in full force and effect. Should any provision of the AGREEMENT conflict with this First Amendment, the terms and conditions of this First Amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this FIRST AMENDMENT TO AGREEMENT NO. 4209 as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

HOLMBY PARK LAWN BOWLING CLUB, a 501(c)(7) non-profit corporation

By: _____

By: _____
President

Title: _____

By: _____
Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

TAFARAI BAYNE
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

(213) 202-2633

October 10, 2025

Attachment 2

Sent via email

Holmby Park Lawn Bowling Club
646 Comstock Avenue
Los Angeles, CA 90024

Attention: Mr. Donald Rosenbaum

Gentlepersons:

Enclosed is Agreement No. 4209, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization, executed on **October 10, 2025**, and the Holmby Park Lawn Bowling Club (HPLBC) for HPLBC's non-exclusive use of the lawn bowling greens and community building at Holmby Park located at 646 Comstock Avenue, Los Angeles, CA 90024, for the operation of public recreational lawn bowling programs and related activities.

If you have any questions with regard to the proposed Agreement at this time, please contact the undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachment: Executed Agreement 4209

cc: City Controller
City Attorney
Departmental Chief Accountant
Melissa Bettis, Management Analyst, Sustainability and Partnership Sections



**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
HOLMBY PARK LAWN BOWLING CLUB
FOR THE OPERATION OF A RECREATIONAL LAWN BOWLING PROGRAM AT
HOLMBY PARK**

This AGREEMENT (“AGREEMENT”) is entered into as of OCTOBER 10, 2025, (“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 Holmby Park Lawn Bowling Club, a California 501(c)(7) non-profit corporation (“ORGANIZATION”). CITY and ORGANIZATION may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property referred to as Holmby Park (“PARK”), located at 601 Club View Drive, Los Angeles, CA 90024; and,

WHEREAS, ORGANIZATION have been using the two (2) lawn bowling greens and adjacent community building (“PREMISES”) located within the PARK; and,

WHEREAS, ORGANIZATION has previously contributed to the funding of several capital improvements of the PREMISES including renovations to the community building and the additions of the kitchen, the women’s locker room, brick patio area, and most recently the flood lights that allow for play into the evenings; and,

WHEREAS, ORGANIZATION has requested authorization for the continued use of the PREMISES depicted on the site map attached hereto and incorporated herein by reference as Exhibit A, for the purpose of operating a public lawn bowling program and related recreational activities (PROGRAM) during operational hours as referenced in Section 8 of this AGREEMENT; and,

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

WHEREAS, CITY agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners (“BOARD”) on November 16, 2023, (Board Report No. 23-196).

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

1. PARTIES

City of Los Angeles Department of Recreation and Parks (RAP)
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

Holmby Park Lawn Bowling Club (ORGANIZATION)
646 Comstock Avenue
Los Angeles, California 90024

2. LICENSE TO USE AND DESCRIPTION OF PREMISES

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT a non-exclusive license to use the PREMISES for the operation of the PROGRAM as described in Section 6 set forth below and in accordance with the PROGRAM description attached hereto and incorporated herein by reference as Exhibit B, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, including payment of Cost Recovery Reimbursement Fees (CRRF) to RAP as applicable, and performance of the Maintenance Requirements described herein (Section 11), at the sole cost and expense of ORGANIZATION. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with the RAP standard Schedule of Rates and Fees, permitting requirements, and/or cost recovery reimbursement fees.

The PREMISES shall be that portion of the PARK depicted by the Site Plan attached hereto as Exhibit A, to be used for purposes of operating and maintaining the PROGRAM in accordance with Exhibit B, and the terms and conditions of this AGREEMENT. The PREMISES consists of two lawn bowling greens and a community building that includes two equipment storage rooms, an office, a kitchen, a men's locker room, and a women's locker room. The community building also houses a non-operating pump for a stream that previously ran through the PARK but no longer is operational, as well as lawn mowing equipment that is owned and operated by RAP. ORGANIZATION is not authorized to use the lawn mowing equipment. The PREMISES shall be used by the ORGANIZATION during normal PROGRAM operating hours, as described below in Section 8 of this AGREEMENT (Days and Periods of Use).

3. TERM AND TERMINATION

The term of this AGREEMENT (for ease of reference, shall be referred to herein as

“TERM”) shall be five (5) years from the COMMENCEMENT DATE (“INITIAL TERM”), with a subsequent five (5) year option to renew at the sole discretion of the RAP General Manager or designee (“RENEWAL TERM”), which may be subject to the results of annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) more fully described below in Section 4 of this AGREEMENT. ORGANIZATION shall provide RAP with a written request to exercise the RENEWAL TERM at minimum three (3) months prior to the expiration of the INITIAL TERM.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE written above, and shall end upon the expiration of the TERM.
- b. Termination. In addition to the CITY’s right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 19 and 20, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination. Further, City may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below.
 - i. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.
 - ii. If CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PREMISES to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If ORGANIZATION 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 ORGANIZATION 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 “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the authorized uses described in Section 6 herein, Permitted Uses and Restrictions (collectively, “PERMITTED USES”) or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the

improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

4. ANNUAL PERFORMANCE REVIEWS

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

- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - ii. Fulfillment of ORGANIZATION's obligations under this AGREEMENT for the operation of the PROGRAM as more fully described under the PERMITTED USES specified herein and as described in the Program Description attached to this AGREEMENT as Exhibit B, and maintenance of the PREMISES under this AGREEMENT;
 - iii. Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of Los Angeles residents throughout the TERM of this AGREEMENT;
 - iv. The volume of the public's participation in the PROGRAM;
 - v. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and
 - vi. ORGANIZATION's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP—during the period of July 1st through August 30th of each year, an annual performance or program report (“PERFORMANCE REPORT”), based on the prior fiscal year's PROGRAM activities (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:
 - i. Annual Financial Statement (Revenue and Expenditures for prior fiscal year, including funds raised through authorized fundraising);

- ii. Annual Budget for upcoming fiscal year (July through June);
 - iii. PROGRAM participant data describing the number of persons served during the prior fiscal year and all fees charged; and,
 - iv. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's recreational and operations, and maintenance staff at the PREMISES. With the understanding that the ANNUAL PERFORMANCE REVIEW PROCESS may be occasionally modified, a Sample Annual Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. RAP staff may provide instruction and coordination with the ORGANIZATION during the evaluation process as RAP may deem appropriate and necessary. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

5. ACCESS TO PREMISES

ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PREMISES 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 PREMISES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PREMISES.

If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES, are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities at the PREMISES by providing written notice to ORGANIZATION of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.

PARTIES agree that CITY shall be allowed access to, and use of, any portion of the PREMISES in case of a natural disaster or emergency, such as without limitation an earthquake or fire, as a designated public emergency shelter site or showering facility,

or restrict access to the PREMISES, as determined by CITY. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay to CITY the Cost Recovery Reimbursement Fees defined in Section 13 below, shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

6. PERMITTED USES AND OBLIGATIONS

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT.

ORGANIZATION, at its sole cost and expense, is authorized to use the PREMISES in accordance with the following conditions:

- a. The PREMISES shall be used for solely to conduct the PROGRAM, which includes lawn bowling play, tournaments, games, and the provision of free lessons on the sport to the public, and on occasion in coordination with RAP Senior Section Staff, members of RAP Senior Centers, along with any additional ORGANIZATION activities for the recreational benefit of the public at specified times. The community building portion of the PREMISES may be used on a non-exclusive basis by ORGANIZATION for the storage of lawn bowling equipment, to store snacks and light refreshments and to clean and wash utensils and dishes in connection with the PROGRAM, as an office space for the PROGRAM, and as men's and women's locker rooms for the PROGRAM, all in accordance with the PERMITTED USES described herein.
- b. ORGANIZATION shall be responsible for all costs related to the operation of the PROGRAM and the use of the PREMISES in connection thereto throughout the TERM, and shall be responsible for the payment of related Cost Recovery Reimbursement Fees to RAP as specified in Section 10 below. PARTIES understand and acknowledge that ORGANIZATION charges each member a ninety-five dollar (\$95.00) per calendar year membership fee, and all fees shall be used to offset the cost of ORGANIZATION operations. Notwithstanding the foregoing, ORGANIZATION shall offer free lessons to non-members of the public and allow for equipment use by non-members as set forth in paragraph d. below. Other than the membership fee set forth herein, ORGANIZATION shall not charge any other fees for participation in the PROGRAM.
- c. ORGANIZATION shall operate the PROGRAM on the PREMISES only during the specified days and hours listed below in Section 8a of this AGREEMENT.

ORGANIZATION shall provide free lawn bowling lessons for the first hour of PERMITTED TIMES to the general public, and free lessons to RAP Senior Center members. RAP Senior Center members shall be permitted to attend any free

lessons offered by ORGANIZATION, and the RAP Senior Section will be responsible for coordinating with ORGANIZATION at minimum thirty (30) days in advance for any group lessons for the Senior Centers. ORGANIZATION will perform community outreach to inform the surrounding community of the free lessons by way of on-site announcements or flyer postings, social media if available, and the ORGANIZATION website. ORGANIZATION shall provide equipment free of charge to anyone participating in the free lessons. It is expected that those that join ORGANIZATION as a result of the free lessons will purchase and utilize their own equipment.

- d. ORGANIZATION shall maintain the PREMISES in accordance with Section 11 of this AGREEMENT.
- e. ORGANIZATION shall provide sufficient staff necessary to perform the operation of the PROGRAM, 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.
- f. ORGANIZATION shall ensure ORGANIZATION'S protocol for selecting and authorizing any person to participate in PROGRAM activities on the PREMISES 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 but not limited to, certifications, licensing, background checks, and fingerprinting.
- g. ORGANIZATION shall punctually pay or cause to be paid all financial obligations incurred in connection with the operation of the PROGRAM and maintenance of the PREMISES. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES.
- h. ORGANIZATION shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- i. ORGANIZATION shall prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- j. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations participating in the PROGRAM at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

- k. No merchandise shall be sold or authorized to be sold by ORGANIZATION on the PREMISES.
- l. ORGANIZATION shall not sub-let or issue any permit for use of the PREMISES.
- m. ORGANIZATION shall obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, and certifications.
- n. ORGANIZATION shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders, and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements, and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
- o. Employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this AGREEMENT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel have been fully vaccinated. ORGANIZATION shall retain such proof for the period of retention of all records under this AGREEMENT. ORGANIZATION shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If ORGANIZATION wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, ORGANIZATION shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by ORGANIZATION. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, ORGANIZATION shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

7. FUNDRAISING

ORGANIZATION may hold fundraising activities on PREMISES, but must obtain prior written approval for the date and time from RAP West Region Maintenance included in Section 21 herein (Notices) for each fundraising event no fewer than 30 calendar days prior to the scheduled activity in accordance with the procedure in Section 8d. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted on 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, ORGANIZATION 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 6 of this AGREEMENT.

8. DAYS AND PERIODS OF USE

ORGANIZATION shall be entitled to use the PREMISES for PROGRAM activities as set forth in Exhibit B during the following days and hours ("PERMITTED TIMES").

- a. PERMITTED TIMES are as follows and shall only be for PROGRAM Operation: Tuesdays, Thursdays, and Saturdays from 10:00 a.m. to 2:00 p.m., and Wednesdays from 6:00 p.m. to 8:00 p.m., subject to change by RAP due to unforeseen circumstances or matters beyond RAP's control, as described herein. ORGANIZATION may utilize one hour before and one hour after PERMITTED TIMES for the sole purpose of set-up and clean-up and not for PROGRAM operation.
 - i. ORGANIZATION has been granted permission to possess keys to PREMISES and will be solely responsible for locking and unlocking the gates during PERMITTED TIMES, unless prior arrangement has been made with RAP.
- b. Access for repairs, maintenance, and PROGRAM preparation: Access to the PREMISES outside of PERMITTED TIMES shall be granted on an as needed basis for any repairs and maintenance of the PREMISES that are to be performed by ORGANIZATION upon approval of said repairs and maintenance by RAP staff.
- c. ORGANIZATION may access the community building spaces referenced in Section 6.a only during PERMITTED TIMES, subject to coordination with, and approval by RAP.
- d. Special Events: ORGANIZATION shall make requests for use of PREMISES or portion thereof for events and activities other than days and hours of normal PROGRAM operations, repair, or maintenance, including for any fundraising as

authorized in Section 7 above, by completing a Building Use Application at least thirty (30) days in advance of the particular activity or event and submitting it to RAP West Region Maintenance included in Section 21 herein (Notices). No application fees will be charged for fundraising events authorized in Section 7 of this AGREEMENT. Upon approval by RAP, 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.

- e. ORGANIZATION 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.

9. PARKING

ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PREMISES, shall have the non-exclusive right to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, PROGRAM participants, and all others shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

10. CONSIDERATION

Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PREMISES, shall be the provision of PROGRAM for the benefit and enjoyment of the general public, at no cost to CITY, including but not limited to, ORGANIZATION's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PREMISES. ORGANIZATION's use of the PREMISES shall be subject to Cost Recovery Reimbursement Fees ("CRRF"), as approved by the BOARD and described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of this AGREEMENT, ORGANIZATION shall pay a CRRF to RAP for reimbursement of costs incurred by RAP related to this AGREEMENT and ORGANIZATION's use of the PREMISES, for utility and/or trash costs not directly paid to the respective service providers, and for staff impacts related to administrative and any services provided by RAP, such as maintenance costs, as detailed below.

The annual CRRF related to ORGANIZATION's operation of the PROGRAM on the PREMISES is \$1,212.00, to be paid on a quarterly basis four times per calendar year as a lump sum in the amount of \$303.00, in advance for the upcoming three (3) month period, due on or before the 1st of every first month of the upcoming quarter (e.g., due on January 1st for January, February, and March). ORGANIZATION is wholly responsible for the timely payment of the FEE without

the need for RAP to invoice PERMITTEE. The CRRF is subject to change by the BOARD with written notice of no less than sixty (60) days in advance.

Additionally, ORGANIZATION shall pay RAP for the costs directly related to the reseeding and maintaining of the lawn bowling greens on the PREMISES. The current annual cost is \$2,500.00, which may be divided and paid in four equal, quarterly installments in conjunction with CRRF payments, or may be paid as a lump sum annually by July 1 of each year. The maintenance funds will be held in a special RAP account separate from the CRRF related funds. Such annual cost may be increased each year in RAP's reasonable discretion.

- 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 pro-rata share of the cost of utility services to the PREMISES (electricity, gas, water) related to the operation of the PROGRAM, shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be paid directly by ORGANIZATION to RAP. The CRRF for utilities is \$20.00, and is included in the total CRRF in paragraph 8.a above.
- 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 associated with the operation of the PROGRAM must be at the sole expense of the ORGANIZATION, which ORGANIZATION's pro-rata share of the total cost of such services provided by RAP, shall be paid directly to RAP through CRRF payments. The CRRF for trash and solid waste disposal is \$12.00, and is included in the total CRRF in paragraph 8.a above.
- d. **Staff Impact.** Pursuant to the RAP policy regarding Staff Impact, specifically the cost incurred by RAP staff resulting from ORGANIZATION's use of the PREMISES, as approved by the Board on July 19, 2012 (Report No. 12-217), the quarterly reimbursement for staff impacts is \$69.00, and is included in the CRRF in paragraph 8.a above.
- e. **Telephone and Data Lines.** ORGANIZATION shall be responsible for the cost of telephone and data lines utilized on the PREMISES and shall pay such service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PREMISES that ORGANIZATION uses.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of the Cost Recovery Reimbursement Fee and other fees set forth in this Section 10 shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but ORGANIZATION 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 Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

11. MAINTENANCE OF PREMISES

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

- a. Regular maintenance to be performed by ORGANIZATION related to the use of the PREMISES:
 - i. Pick up and dispose of trash and debris as a result of ORGANIZATION's PROGRAM and related activities.
- b. ORGANIZATION shall be responsible for securing ORGANIZATION's materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the loss of ORGANIZATION's personal property before, during, or after PERMITTED TIMES.
- c. Kitchen. ORGANIZATION may use the kitchen on the PREMISES solely to store snacks and light refreshments, clean and wash utensils and dishes, but not to prepare or cook food. During the TERM of this AGREEMENT, ORGANIZATION shall be responsible for the upkeep, repair, and cleaning of equipment in the kitchen owned by ORGANIZATION. CITY shall not be responsible for maintaining any of such ORGANIZATION equipment and ORGANIZATION shall be solely liable for such equipment and for any damages, losses, or claims arising from such equipment. RAP, at its discretion, may replace at its expense any such ORGANIZATION owned equipment that has outlived its useful life, provided that upon replacement such replacement equipment shall be owned by the CITY. ORGANIZATION's use of any such replacement equipment shall be at the sole discretion and approval of RAP. ORGANIZATION is responsible to secure and/or remove all personal belongings in the building, including but not limited to the kitchen (collectively, "Building"), and shall be solely responsible for such belongings should there be any loss of items left or stored therein. RAP shall bear no responsibility whatsoever regarding any loss of personal items by ORGANIZATION. Further, ORGANIZATION shall be solely responsible of the condition of the Building's interior after ORGANIZATION's use, and left in a condition satisfactory to RAP, including but not limited to:

- i. Leaving Building's interior clean and tidy after ORGANIZATION's use, leaving it free of debris, trash, dirty dishes, or food accessible by pests and vermin;
- ii. All trash containers left empty, with any ORGANIZATION generated waste being placed into the main dumpster or appropriate trash receptacles located outside the Building;
- iii. All lights turned off and any appliances or equipment not in use while the Building is closed, are left unplugged and appropriately stored; and,
- iv. The Building being locked and secured, and existing alarm systems activated, if applicable.

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 CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

13. INSURANCE

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

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of the same.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipt delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

14. INDEMNIFICATION/HOLD HARMLESS

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including but not limited to, (i) attorney's fees (both in house and outside counsel) and costs of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including ORGANIZATION's employees and agents, or (iv) damage or destruction of any property of either PARTY hereto or of third parties, arising in any manner by reason of an acts, error, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION, its

subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by Federal, State or local law or under this AGREEMENT. This provision shall survive the expiration or termination of this AGREEMENT.

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

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

15. CASUALTY AND CONDEMNATION

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

16. HAZARDOUS SUBSTANCES

PARTIES agree that PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PREMISES in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or

monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute.

17. PUBLICITY

CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PREMISES, the acquisition of any real property, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. CITY and ORGANIZATION agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

18. SIGNAGE

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

19. BREACH OR DEFAULT BY ORGANIZATION

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

With a copy to: West Region Maintenance
City of Los Angeles Department of Recreation and Parks
2459 Motor Avenue
Los Angeles, California 90064
Tel.: (310) 840-2187, Fax: (310) 839-9629

If to ORGANIZATION: Holmby Park Lawn Bowling Club
Mr. Donald Rosenbaum
646 Comstock Avenue
Los Angeles, CA 90024
Tel.: (310) 746-6501
djrjuly271934@gmail.com

22. REPRESENTATIONS AND WARRANTIES

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

23. NO JOINT VENTURE OR AGENCY RELATIONSHIP

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

24. 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.

25. ORDINANCES AND STANDARD PROVISIONS

The "Standard Provisions for Contracts (Rev. 1/25)[v.2]" 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. 1/25)[v.2]" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 1/25)[v.2]." In addition, ORGANIZATION will provide

documentation of compliance with all required Ordinance Provisions as determined by CITY.

26. MERCHANDISE

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

27. SAFETY PRACTICES

ORGANIZATION 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), ORGANIZATION must notify the Senior Maintenance Supervisor for the PREMISES at the phone number referenced in the Notices Section 21 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 Senior Maintenance Supervisor for the PREMISES at the phone number referenced in the Notices Section 21 within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) and provide RAP General Manager or his or her designee with such information upon request.

28. INCORPORATION OF DOCUMENTS

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

- Exhibit A: Site Map
- Exhibit B: Program Description
- Exhibit C: Sample Performance Evaluation Form
- Exhibit D: Insurance Requirements
- Exhibit E: Standard Provisions for City Contracts (Rev. 1/25)[v.2]

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

HOLMBY PARK LAWN BOWLING CLUB, a California 503(c)(7) Corporation

By: [Signature]
President

By: [Signature]

By: [Signature]
Secretary

Title: PRESIDENT

Date: 10-2-25

By: [Signature]
Treasurer

Title: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

Date: 8-21-25

By: [Signature]
Deputy City Attorney

Date: 10-10-25

EXHIBIT A: Site Map

Holmby Park is located at 601 Club View Drive, Los Angeles, CA 90024. The lawn bowling greens and community building utilized at Holmby Park are depicted below.

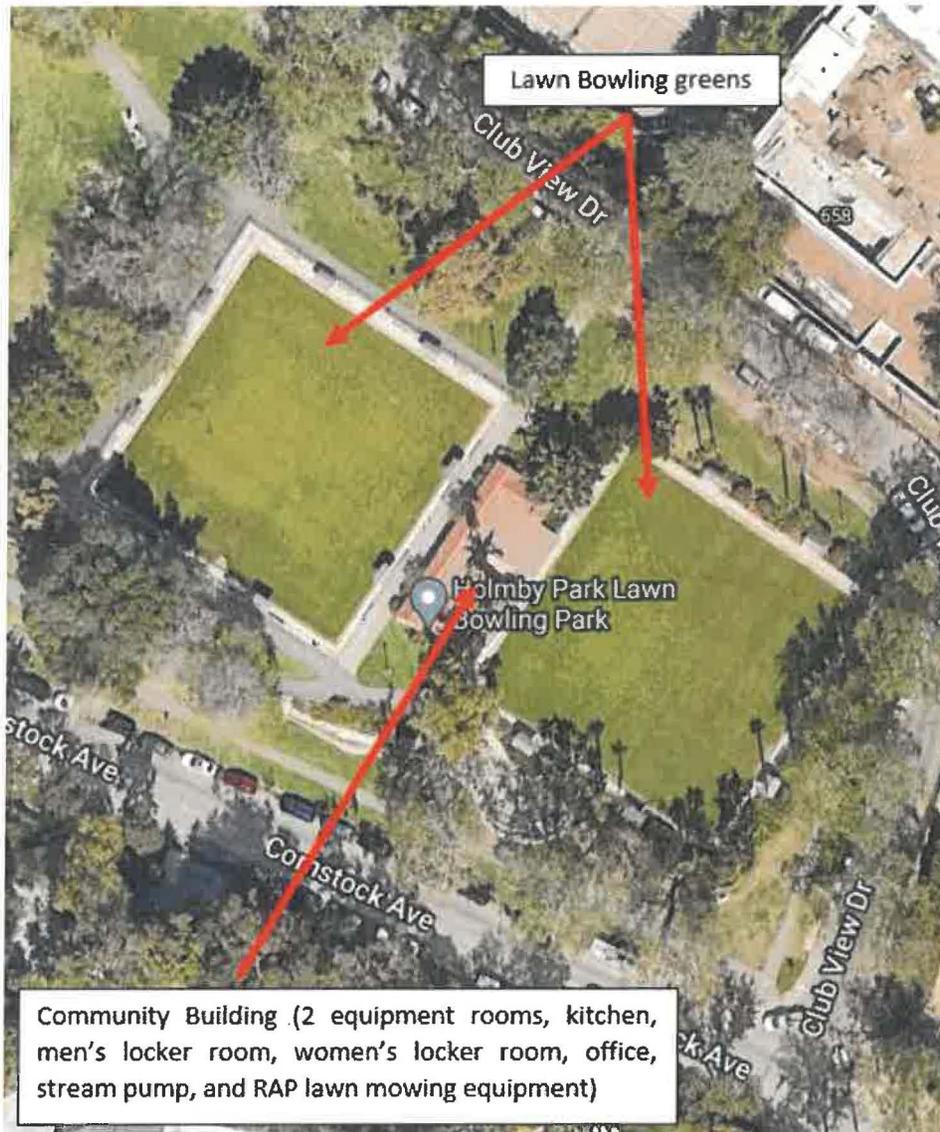


EXHIBIT B: Program Description

According to their historical records, Holmby Park Lawn Bowling Club (HPLBC) has continuously and successfully been operating at Holmby Park since 1927. Many notable Angelenos including Walt Disney and local philanthropist and HPLBC President Emeritus Marcellus L. Joslyn have been members of the organization as have many generations of average citizens of all ages and backgrounds. The 130 current members come from 17 different countries and most reside within a 20 mile radius of Holmby Park. The youngest members are in their twenties, others in their fifties, and many others are retired.

Club activities are planned and organized by a seven member Board of Directors. The Club bowling and social calendar is always busy and includes visits to other lawn bowling clubs in Southern California. There are two greens (playing fields) that can accommodate 96 bowlers playing triples (three member teams) at the same time. In September 2002, the Club celebrated their 75th Diamond Jubilee when the City of Los Angeles rededicated lawn bowling facilities in the park to HPLBC.

The Club operates Tuesdays, Thursdays, and Saturdays from 10:00am until 2:00pm and Wednesdays from 6:00pm until 8:00pm. HPLBC welcomes all interested players to join their organization, which has an annual membership fee of ninety-five dollars (\$95.00). Prospective members are encouraged to partake in the free lessons offered by the HPLBC that are held during the first hour of operation each day; the Club has bowl sets for the prospective members to use during lessons. The Club also offers free lessons to the RAP Senior Center participants during normal operating hours. Tournaments are organized during the year and awards are presented to the winners and runners up at the Annual Awards Banquet in early December. Saturday tournaments are hosted regularly in order to accommodate players that cannot come during the week; these tournaments are also used as an opportunity for prospective members to play. Trophies are presented to the three best bowlers of the day at the conclusion of these tournaments.

Lawn bowling is predominantly an amateur sport and is played worldwide, particularly in the United Kingdom, Canada, South Africa, Australia, and New Zealand. The game has its roots in old England, where it has been played since the 13th Century. In 2009 in California, Governor Schwarzenegger declared May, 9, 2009 as 'Lawn Bowls Day' to spread even higher awareness of the game.

Lawn bowling is typically played on well-maintained grass or synthetic turf greens that are 120' square. The whole grassy area is marked into 8 rinks or playing fields allowing each green to have 8 matches played at the same time. The necessary lawn bowling equipment needed is a set of four matching bowls each weighing about 3 pounds and a small white ball called a jack which is provided to all teams that are playing. The object of the game is to roll the bowls as close as possible to the 'jack'. Typically the game is played on teams of three.

EXHIBIT C: Sample Annual Performance Evaluation

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

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

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Annual Performance Report:

PROGRAM SECTION

1. Describe the program and service(s) offered:
2. What are the hours of operations/sessions for this facility?
3. How many participants were enrolled during this performance period? **Please count each participant and/or household once regardless of the number of individual activities they participate in.*
4. How many of your participants are from the surrounding community? (within a 5 mile radius) **Please count each participant and/or household once regardless of the number of individual activities they participate in.*
5. How many employees does your organization have?
6. How many volunteers does your organization have?
7. Are any of your employees specialized, licensed, certified, or extraordinarily experienced in a specific field?
 - a. If you answered YES to question 7, please describe:
8. Is your organization able to accommodate participants who have special needs?
 - a. If you answered YES to question 8, please describe what needs can be met:
 - b. If you answered YES to question 8, do you have any currently enrolled participants with special needs?
9. List the achievements and/or challenges that occurred during this performance period:

PROGRAM SECTION COMMENTS:

FINANCIAL SECTION

1. Did the rates and fees increase during this performance period?

FINANCIAL SECTION COMMENTS:

OUTREACH SECTION

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

OUTREACH SECTION COMMENTS:

SAFETY COMPLIANCE SECTION

1. Are your employees and volunteers fingerprinted under a Department of Justice background check?
2. Does your organization have adequate staff to provide proper supervision and safety to the participants under industry requirements/guidelines?
 - a. What is the staff to participant ratio?
3. Do all of your equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

SAFETY COMPLIANCE SECTION COMMENTS:

ORGANIZATION COMPLIANCE SECTION

1. Is your organization in good legal standing as a nonprofit organization?
 - a. If you answered NO to question 1, please explain:
2. Does your organization sublet any space to another entity?
3. Has your organization received any complaints?
 - a. If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
 - a. If you answered YES to question 4, please list the date(s) and name(s) of entities involved, including RAP staff.

5. Please list any staff or volunteer comments/issues/requests that you wish to discuss with RAP?

ORGANIZATION COMPLIANCE SECTION COMMENTS:

REQUIRED DOCUMENTS

Please upload all applicable documents:

1. Annual Profit and Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. IRS 990 form
6. Program Waiting List
7. Demographic Information (if collected)
8. Annual Surveys of Participants
9. Marketing Materials
10. Proof of Insurance Confirmation Number (from Risk Management Website)
11. Proof of 501(c)(3) and proof of good standing

EXHIBIT D: Insurance Requirements

Form Gen. 146 (Rev. 6/12)



Required Insurance and Minimum Limits

Name: Korean Friendship Bell Preservation Committee Date: 12.08.2022

Agreement/Reference: MOU - Angel's Gate Park, Korean Friendship Bell

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 (WC) and Employer's Liability (EL)		
	WC <u>Statutory</u>	
	EL <u>1,000,000</u>	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> General Liability	<u>City of Los Angeles must be named as an Additional Insured Party</u>	<u>1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		

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

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"/> _____

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

Crime Insurance _____

Other: Provided to: Melissa Bettis

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

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

(Rev. 05/18)

CITY OF LOS ANGELES

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

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected CITY office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

____ Statutor

y

EL

____ **General Liability**

Products/Completed Operations

Fire Legal Liability

Sexual Misconduct

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

____ **Professional Liability** (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

____ **Pollution Liability**

____ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

____ **Crime Insurance**

Other: _____