

APPROVED  
SEP 16 2015

BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 15-196

DATE September 02, 2015

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PERSONAL SERVICES CONTRACT WITH HUGO E. PÉREZ FOR MARKETING, COMMUNITY OUTREACH AND OTHER SERVICES IN RELATION TO THE IMPLEMENTATION OF THE HUGO E. PÉREZ SOCCER LEAGUE, A YOUTH SOCCER PROGRAM AT VARIOUS RECREATION AND PARK FACILITIES

R. Barajas \_\_\_\_\_

H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_

\*K. Regan [Signature]

N. Williams \_\_\_\_\_

[Signature]  
General Manager

Approved ✓  
As Amended \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Authorize the Department of Recreation and Parks (RAP) General Manager or designee to execute a Personal Services Contract with Hugo E. Pérez, for soccer instruction, marketing, community outreach, consulting, and other services to assist RAP in expanding its current soccer program through the establishment of the Hugo E. Pérez Soccer League, a citywide soccer program designed primarily to provide low-income youth with opportunities for advanced player development, subject to the Personnel Department's determination regarding Charter Section 1022, and the approval of the Mayor and of the City Attorney as to form;
2. Approve the proposed Personal Services Contract between RAP and Mr. Pérez, substantially in the form on file in the Board Office, for a term not to exceed twelve (12) months with two (2) one-year options to extend at the sole discretion of the RAP General Manager, and a contract amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per year, subject to the approval of the Mayor and of the City Attorney as to form;

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-196

3. Find, that in accordance with Los Angeles City Charter (Charter) Section 1022, that the Department does not have personnel in its employ with the prominence and professional soccer playing, coaching, and promotional experience to provide the expertise needed to plan, organize, and market an advanced soccer program targeting youth in the City's underserved communities, subject to the Los Angeles City Personnel Department's determination of such findings;
4. Find, in accordance with Charter Sections 371(e)(2) and 371(e)(10), that the use of a competitive bidding process would be undesirable, impractical and/or impossible for procuring the professional, specialized and temporary services sought by RAP and proposed by Mr. Pérez;
5. Authorize the Department's Chief Accounting Employee to encumber funds from Municipal Recreation Program Fund 301, Department 88, Account 88012M (PS3), for the payment of professional and specialized services to assist RAP in the development, implementation, and marketing of a club soccer program in an amount not exceed One Hundred Thousand Dollars (\$100,000.00) per year;
6. Direct the Board Secretary to transmit the Personal Services Contract to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for approval as to form;
7. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report;
8. Authorize the Board President and Secretary to execute the Personal Services Contract upon receipt of necessary approvals.

### SUMMARY:

Recently, RAP met with a local affiliate of the United States Soccer Development Academy (USSDA), an organization created as a partnership between the United States Soccer Federation (the governing body of the sport, commonly known as U.S. Soccer) and top-level clubs across the country; USSDA is considered the top tier of youth soccer in the United States, providing an elite environment for youth players through education, resources, and its support of club programs, with the ultimate goal of producing world-class players for the United States Men's National Team. In addition, the USSDA serves to connect national team coaches directly with top youth players, while also serving as a venue for advanced coaching and referee development.

The focus of the discussion between RAP and the USSDA affiliate was twofold: 1) to enhance

## REPORT OF GENERAL MANAGER

PG. 3

NO. 15-196

RAP's current soccer program by providing intensive player instruction coupled with professional-level coach and referee training to recreation staff; and 2) to expand the program through the future development of a club soccer program that will concentrate its recruitment efforts in low-income communities to provide underserved youth with an advanced level of player development similar to that of a privately operated club soccer program. To achieve these goals, RAP and the USSDA negotiated the contractual services of Mr. Hugo E. Pérez for his assistance in the creation of a citywide soccer program that will serve youth in many of the underprivileged communities of the City, as well as utilize Mr. Pérez's name and image for marketing and outreach purposes.

Hugo Ernesto Pérez is a former soccer mid-fielder, who played professionally in the United States, France, Sweden, Saudi Arabia and his native El Salvador during the span of his career. He gained his U.S. citizenship as a youth and went on to earn 73 caps (a "cap" is earned every time a player plays for his or her national team). He was a member of the U.S. Team at both the 1988 Summer Olympics, and the 1994 FIFA World Cup. In 1991, Mr. Pérez was named U.S. Soccer Athlete of the Year, and in 2008, he was inducted into the National Soccer Hall of Fame. He has served as an Assistant Head Coach for U.S. Men's adult National Teams and as Head Coach of U.S. Men's youth National Teams, and has served as the West Coast Technical Advisor for U.S. Soccer. In his role as Technical Advisor, Mr. Pérez was responsible for scouting and evaluating players and coaches, and organizing and operating various U.S. Soccer Training Centers. The prospect of partnering with USSDA and Mr. Pérez has afforded the Department an opportunity to provide a club-level soccer experience - with its high level of competition, coaching, player development, and opportunities for exposure to national scouts - to youth who may not otherwise have the opportunity to participate in organized sports, not to mention elite club programs.

Potential hub sites for the Hugo E. Pérez Soccer League include EXPO Center, Gilbert Lindsay Recreation Center, Ferraro Fields in Griffith Park, and Whitsett Soccer Field. These sites would host special events in addition to training and clinics for players, coaches and referees. RAP staff from facilities throughout the City would receive training at their nearest hub site to improve their soccer coaching and officiating skills. These new skills will provide staff with the resources necessary to enhance their respective soccer programs, increasing the level of play to a higher degree of competition. Youth players throughout the City would be transported to local hub sites to receive intensive training and instruction, and to participate in camps and clinics. In addition to the hands-on coaching and training services, Mr. Pérez will share his knowledge of marketing and community outreach with recreation center staff, and assist RAP management in the planning and promotion of a club soccer program that would recruit top players from recreation centers throughout the City.

Mr. Pérez will be responsible for the planning, organization, and implementation of two (2) seasons of league soccer play, lasting a total of seven (7) months in duration: a summer league operating from June 1 through August 31, 2016 and a fall league operating from September 1 through December 31, 2016. During the five (5) months in which there is no league play (January 1 through

REPORT OF GENERAL MANAGER

PG. 4

NO. 15-196

May 31, 2016), pre-season activities, such as recruitment and clinics, will take place. Marketing and promotional activities will take place year round.

During the pre-season, numerous parents' meetings will be held to explain the program and its objectives. In addition, a number of coach and referee training sessions and meetings will be held at hub sites. Throughout the seasons of league play, Mr. Pérez will oversee league games, provide/oversee a weekly skills clinic in each region on select days, and make guest appearances at RAP-organized youth soccer league events. The fall season will culminate in Regional and Citywide All-Star Tournaments, and the summer season will conclude with a "Hugo Pérez Soccer in the Park" event complete with clinics, food, and fun for the entire family.

In accordance with the provisions of the proposed contract, Mr. Pérez will set up operations at EXPO Center and work 30 hours per week, Monday through Saturday, reporting directly to the facility's Principal Recreation Supervisor I. A staff of part-time employees will assist Mr. Pérez with the coordination and implementation of training, clinics, and special events. A monthly work schedule will be provided that adheres to the scope of work, and will include program locations and projects. The term of the contract is for one year from the date of execution, with two (2) one-year options to extend at the sole discretion of the RAP General Manager. The total compensation is in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per year, to be paid on a monthly basis in the amount of Eight Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents (\$8,333.33) upon the satisfactory completion of tasks as detailed in the scope of work and monthly work schedule. Funds have been appropriated for payment of the contract.

Currently pending is the Personnel Department's determination regarding Charter Section 1022, which would confirm that no existing City classifications possess the requisite expertise and experience to provide the services proposed under Mr. Pérez's contract. Charter Section 371(e)(2) provides an exception to the competitive bidding process in relation to contracts for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which the contracting authority finds that competitive bidding is not practicable or advantageous. The City Attorney has preliminarily reviewed the proposed contract and determined that the professional and specialized services meet the exception requirements of Charter Section 371(e)(2) since the work is temporary in nature and requires the specialized knowledge and experience of a soccer professional who possesses: 1) expertise in recruiting and coaching players, and training coaches and referees at the highly competitive club level; 2) name recognition within the targeted youth population and among potential sponsors to recruit prospective players and attract private investment and sponsorship; 3) soccer program development and marketing expertise to implement and promote a program such as the one being proposed; and 4) connections to nationally recognized soccer organizations and scouts, to assist players in developing and perfecting their skills and provide resources for program participants to reach their highest potential in the sport of soccer.



REPORT OF GENERAL MANAGER

PG. 5            NO. 15-196

FISCAL IMPACT STATEMENT:


The contract is to be paid from Municipal Recreation Program (MRP) funds and poses no impact to the Department's General Fund. The program will utilize part-time staff funded by an MRP account to be determined. An assessment of part-time staff required for the program has yet to be completed.

Report prepared by Kevin Regan, Assistant General Manager, Operations Branch, and Lisa Shinsato, Contracts Unit.

**ADDENDUM TO GENERAL MANAGER'S REPORT NO. 15-196**

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL   
General Manager

SUBJECT: ADDENDUM TO GENERAL MANAGER'S REPORT NO. 15-196 - PERSONAL SERVICES CONTRACT WITH HUGO E. PEREZ FOR MARKETING, COMMUNITY OUTREACH AND OTHER SERVICES IN RELATION TO THE IMPLEMENTATION OF THE HUGO E. PEREZ SOCCER LEAGUE, A YOUTH SOCCER PROGRAM AT VARIOUS RECREATION AND PARK FACILITIES

On September 2, 2015, the subject item was presented as General Manager's Report No. 15-196 for consideration by the Board of Recreation and Park Commissioners (Board). The item was continued by the Board pending further details from staff regarding the proposed Personal Services Contract's (Contract) scope of services and deliverables. Specifically, staff was requested to amend Report No. 15-196 to incorporate the following contract provisions, which are hereby being presented as an addendum to Report No. 15-196 for continued consideration by the Board at the September 16, 2015 Board Meeting.

The revisions from the Board, which are incorporated into Report No. 15-196 and the proposed Contract by means of this addendum, are as follows:

- Detailed Scope of Services with specific deliverables and performance metrics
  - Information on number of training sessions for coaches/RAP staff
  - Number of Recreation and Parks (RAP) staff members to be trained
  - Deliverable dates for the coach and soccer official training manuals
- Compensation to be tied to benchmarks based on completed deliverables

Attached is the redline version of the revised Contract for the Board's consideration (Attachment 1). The term of the contract is one (1) year from the date of execution, with two (2) one-year options to extend at the sole discretion of the Recreation and Parks General Manager, unless terminated earlier by the parties to the agreement. Any Contract extensions are subject to the contractor's performance and the availability of funds.

On a related note, the Charter Section 1022 Determination has been approved by the Personnel Department, confirming that the City does not have in its employ staff with the requisite expertise or experience to perform the proposed scope of services. A copy of the Charter Section 1022 Determination is attached for reference purposes (Attachment 2).

MAS:KWR:ls

Attachment 1 – Redline Version of Proposed Contract with Hugo E. Perez  
Attachment 2 – 1022 Determination approved by Personnel Department

AGREEMENT NO. \_\_\_\_\_

**PERSONAL SERVICES CONTRACT  
BETWEEN THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**AND**

**HUGO E. PÉREZ**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), Department of Recreation and Parks (RAP), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "Board"), and Hugo E. Pérez (hereinafter referred to as "CONTRACTOR") with reference to the following:

**WHEREAS**, RAP requires the services of CONTRACTOR to provide professional and specialized services of a temporary nature to develop and implement a soccer program for low-income, underserved youth at various RAP facilities that will provide high-level instruction and resources similar to that of a privately operated club soccer program in addition to intensive training to coaches and referees; and

**WHEREAS**, RAP seeks an internationally renowned figure from the soccer world to provide the previously stated professional and specialized services, whose name, image, and person can be employed for the marketing and promotion of RAP's soccer program; and

**WHEREAS**, in accordance with Section 1022 of the Los Angeles City Charter, CITY has determined that it lacks staff who possess the requisite knowledge, expertise and experience to provide high-level instruction and training to players, coaches, and referees, and that CITY does not have in its employ any staff with the luminary status to attract youth as potential players and private organizations as potential program sponsors or partners; and

**WHEREAS**, CONTRACTOR is uniquely qualified to provide the services RAP is seeking because he possesses the special skill set of professional experience in coaching youth soccer and managing soccer training programs at the national level, along with the distinction of being recognized internationally for his achievements in the sport of soccer; and

**WHEREAS**, RAP and CONTRACTOR are desirous of working in collaboration to expand RAP's youth soccer program through the establishment of the Hugo E. Pérez Soccer League, which would provide soccer instruction to youth throughout the City of Los Angeles and recruit players from underserved, low-income communities to provide them with intensive coaching and an elite player experience; and

**WHEREAS**, the Board finds that in accordance with Los Angeles City Charter Section 371(e)(2), the services to be provided by CONTRACTOR are professional, expert, specialized, and of a temporary and occasional nature for which competitive bidding is not practicable or advantageous.

**NOW, THEREFORE**, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, the parties hereby agree to the following:

**1. TERM**

The term of this Agreement shall be for a period of one (1) year from the date of execution, with two (2) one-year options to extend at the sole discretion of the RAP General Manager unless terminated earlier by the parties in accordance with Section 4 of this AGREEMENT. Contract extensions are subject to CONTRACTOR performance and the availability of funds.

**2. SCOPE OF SERVICES**

Under the guidance of the Executive Director of EXPO Center, or designee, CONTRACTOR shall organize, implement, and promote a club/youth soccer program targeted to low-income youth at various RAP facilities:

- Providing ~~30~~ thirty (30) to forty (40) hours of service per week, Monday through Saturday, for the duration of the contract term. CONTRACTOR will provide a monthly projected work schedule to the Executive Director of EXPO Center or designee. Schedule will include program locations and projects to be completed for the upcoming month, as directed by RAP;
- Conducting off-season activities from January 1, 2016 through May 31, 2016 that includes clinics, camps, staff training, coach and player recruitment, and meetings with parents of prospective participants;
- Providing soccer program organization, coaching expertise, and intensive instruction to youth players, coaches and referees during a minimum of two (2) seasons of citywide soccer league play from June 1, 2016 through August 31, 2016 and September 1, 2016 through December 31, 2016;
- ~~Conducting five months of off-season activities from January 1 through May 31, 2016 that includes clinics, camps, staff training, coach and player recruitment, and meetings with parents of prospective participants;~~
- Providing guidance and assistance in the planning and promotion of soccer programs offered at various recreation centers throughout the City of Los Angeles, including the coordination of soccer-related special events, clinics, and regional trainings at selected recreation facilities.

CONTRACTOR's services shall include:

- Development of a soccer program at forty (40) to fifty (50) selected RAP facilities primarily in low income, high-need areas of the City, based on the U.S. Soccer 2014-15 Club evaluation overview programs and standards
- Increasing participation at RAP facilities primarily in low income, high-need areas of the City currently offering youth soccer programs by twenty percent (20%) by December 31, 2016
- Organization and coordination of a youth soccer academy, ~~numerous clinics~~ and youth mentoring and skills development training sessions for year-round participants
- Development and implementation of soccer clinics at selected RAP facilities. Three (3) in-season clinics one (1) in each region; four (4) per week in off-season at select sites per region to reach seventy-five percent (75%) of centers currently offering youth soccer programs
- ~~Providing physical presence and monitoring of league games~~
- Providing support and appearances at RAP-organized youth soccer leagues during the league play seasons
- Conducting one (1) pre-season ~~parents'~~ public relations and marketing meeting in each region to familiarize players and their families with the program and emphasize RAP's "Character Counts" program
- Development and Conducting a total of five (5) trainings: two (2) coaches' training in the Pacific and Metro regions and one (1) in the Valley region
- Developing a youth coach's training manual by May 1, 2016 for implementation in the summer soccer season
- Providing a soccer official's training manual by May 1, 2016 for implementation in the summer soccer season
- Working with RAP management to further develop soccer skills programs for "at-risk youth" and low-income youth
- Conducting RAP staff trainings, one per region, to provide professional guidance to three hundred fifty (350) full and part time RAP staff regarding soccer marketing and league organization
- Coordinating RAP Regional and Citywide All Star Tournaments to include and conducting Regional All Star Tournament Coaches meetings, assisting with coordinating officials for All Star Tournament games, and coordinating ~~Regional and Citywide All Star Championship games and award presentations~~
- Allowing the use of "Hugo E. Pérez", in image and name for the purposes of promoting RAP-organized youth soccer programs subject to prior approval as to form and content
- Participate in outreach and networking activities to obtain funding and sponsorships for RAP-organized soccer programs and to subsidize program fees for low-income participants

**Comment [PL1]:** So, from June to December there are just 3 clinics, while from January to May there are approximately 88 (= 4/week \* 22 weeks)

Should the semi-colon be after "one in each region"? so that phrase attaches to the in-season clinics instead of the off-seasons?

## 2.1 DOCUMENTS IN CONTRACTOR'S POSSESSION

During the term of the AGREEMENT, CONTRACTOR must possess and maintain:

- Valid California Class C Driver's License
- Current and valid fingerprint background check from California Department of Justice
- Criminal record clearance from California Department of Justice
- Valid, current CPR and First Aid certification from the American Red Cross or equivalent agency

## 2.2 FACILITY USE, MATERIALS AND/OR STAFF TO BE PROVIDED BY CITY

CITY/RAP will provide CONTRACTOR with a workspace and appropriate office equipment at the EXPO Center for the completion of administrative work related to this AGREEMENT.

In consultation with CONTRACTOR, a staff of part-time employees will assist with clinics, training, leagues and special events. Each part-time employee may work no more than one thousand (1,000) hours per fiscal year and will be supervised by the Principal Recreation Supervisor of the EXPO Center.

## 3. COMPENSATION AND METHOD OF PAYMENT

CITY shall pay to CONTRACTOR as compensation for complete and satisfactory performance of the terms of this AGREEMENT, an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per calendar year, in installments of Eight Thousand Three Hundred and Thirty-three dollars and thirty-three cents (\$8,333.33) per month, with such compensation dependent on CONTRACTOR's achievement of benchmarks based on the completed deliverables as stated herein. The foregoing rate represents the total compensation to be paid by CITY to CONTRACTOR for services to be performed as designated by this AGREEMENT. CONTRACTOR shall be compensated upon the satisfactory completion of tasks assigned and monitored by the RAP Principal Recreation Supervisor assigned to EXPO Center. CONTRACTOR understands that funds for work performed during Fiscal Year 2015-16 have been appropriated for expenditure under this Agreement, and any extensions to this AGREEMENT are subject to satisfactory contractor performance and the availability of funds. CONTRACTOR will not be compensated for non-delivery of services.

All invoices will be submitted to:

Department of Recreation and Parks  
EXPO Center  
Attn: Randy Kelly, Principal Recreation Supervisor



3980 Bill Robertson Lane  
Los Angeles, California 90037-1212

CITY requires that invoices contain the following information:

1. Name and address of CONTRACTOR
2. Date of invoice and period covered
3. Contract number
4. Description of the completed task and amount due for the task, including:
  - a. Hours spent on the task that correspond with the timesheet
  - b. Rate per hour (if applicable) and/or total due
  - c. Certification by a duly authorized officer
  - d. Remittance advice (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Invoices shall be submitted within thirty (30) days of service, or monthly.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Where applicable, tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment or rejection of demands, pursuant to Los Angeles City Charter Section 262(1), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department and to approve demands before they are drawn on the Treasury.

#### **4. DEFAULT, SUSPENSION AND TERMINATION**

##### **4.1 DEFAULT**

Should CONTRACTOR fail for any reason to comply with the contractual obligations of this AGREEMENT within the time specified by this AGREEMENT, RAP reserves the right to:

- A. Reduce the total contract amount
- B. Make changes to the general scope of this AGREEMENT

- C. Suspend program operations in accordance with Section 4.2 of this AGREEMENT
- D. Terminate the AGREEMENT in accordance with Section 4.3 of this AGREEMENT

#### 4.2 SUSPENSION

RAP may suspend all or part of the program operations for failure by CONTRACTOR to comply with the terms and conditions of this AGREEMENT, by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action
- B. Within five (5) working days, CONTRACTOR shall reply in writing, setting forth the corrective actions which will be undertaken; such actions to be subject to RAP's written approval

#### 4.3. TERMINATION

##### A. TERMINATION FOR CONVENIENCE

Either party to the AGREEMENT may terminate this AGREEMENT or any part hereof upon providing the other party at least ninety (90) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

All property, documents, data, studies, reports and records purchased or prepared by CONTRACTOR under this AGREEMENT shall be disposed of according to CITY directives.

In the event that CONTRACTOR ceases to operate (i.e., due to dissolution, declaration of bankruptcy, etc.), CONTRACTOR shall provide to CITY copies of all records relating to this AGREEMENT.

Upon satisfactory completion of all termination activities, CITY shall determine the total amount of compensation that shall be paid to CONTRACTOR for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this AGREEMENT.

CITY may withhold any payments due CONTRACTOR until such time as the exact amount of damages that may be due CITY from CONTRACTOR is determined.

The foregoing provisions in this Section shall also apply to activities terminating upon the date specified herein as the Term, or upon completion of the performance of this AGREEMENT.

#### **B. TERMINATION FOR BREACH OF CONTRACT**

All terms and provisions of PSC-10.B contained in Exhibit A of this AGREEMENT shall apply and take precedence:

#### **C. NOTICES OF TERMINATION**

In the event that this AGREEMENT is suspended or terminated, CONTRACTOR shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of this AGREEMENT within five (5) working days of such termination.

### **5. CONFIDENTIALITY**

CONTRACTOR understands and agrees that some documents, materials, records, and the contents thereof, provided by, and to, RAP may be confidential. CONTRACTOR therefore agrees not to retain any original and/or copies of any RAP documents, materials or records and agrees to not disclose the contents thereof, which are of a confidential nature. CONTRACTOR shall ensure that each of its employees or agents who have access to such documents will also comply with the confidentiality provisions of this Agreement. Any and all notes, documents and/or products resulting from this agreement are RAP's sole property, and may not be used by CONTRACTOR at any time, present or future, without the expressed written consent of RAP.

### **6. WORKS MADE FOR HIRE**

CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as "materials"), originated and/or prepared by CONTRACTOR pursuant to the terms of this AGREEMENT, are "Works Made for Hire" and shall become the property of CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to CITY.

With the prior written approval of the RAP General Manager or designee, CONTRACTOR may make reasonable use of images from projects for promotional purposes after initial public presentation of the work by RAP. Unless otherwise stated in said written approval, authorization would apply to the promotion of CONTRACTOR, CITY, or both.

### **7. RATIFICATION**

If, at the request of RAP, CONTRACTOR begins performance of the services required hereunder prior to the execution of this AGREEMENT because of the need therefor, by its execution hereof, RAP hereby accepts such services subject to all terms, covenants, and conditions of this AGREEMENT, and CONTRACTOR's performance of such services.

#### **8. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES**

The representatives of the respective parties who are authorized to administer this AGREEMENT and to whom formal notices, demands and communications shall be given are as follows:

RAP's representative shall be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
P.O. Box 86328  
Los Angeles, CA 90086-0328

With copies to:

Kevin Regan, Assistant General Manager  
Department of Recreation and Parks  
P.O. Box 86328  
Los Angeles, CA 90086-0328

CONTRACTOR's representative shall be:

Hugo E. Pérez  
6040 Claret Court  
Vallejo, CA 94951  
Perezfam07@yahoo.com  
(312) 929-6341

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications is changed, or the address of such person is changed, written notice shall be given in accordance with this Section, within five (5) working days of said change.

#### **9. STANDARD PROVISIONS**

CONTRACTOR, by entering into this AGREEMENT with RAP, agrees to abide by the City Standard Provisions (attached hereto and incorporated herein as Exhibit A).

**10. ENTIRE AGREEMENT**

This AGREEMENT, along with any incorporated documents, represents the entire integrated AGREEMENT of the parties and supersedes all prior written or oral representations, discussions, and agreements. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this AGREEMENT.

Except where expressly stated, the order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This AGREEMENT; (2) Exhibit A.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Dated: \_\_\_\_\_

For: THE CITY OF LOS ANGELES

By: \_\_\_\_\_  
SYLVIA PATSAOURAS, President  
Board of Recreation and Park  
Commissioners

Dated: \_\_\_\_\_

For: HUGO E. PÉREZ

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

APPROVED AS TO FORM:

MICHAEL N. FEUER  
City Attorney

ATTEST:

HOLLY L. WOLCOTT  
City Clerk

By: \_\_\_\_\_  
ANTHONY-PAUL DIAZ  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

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

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



# PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Department of Recreation and Parks

2. Contacts

Department: Lisa Shinsato Phone No. 213-202-4365 Fax No. 213-202-2012  
CAO: Jay Shin Phone No. 213-473-7559 Fax No. 213-473-7514

3. Work to be performed:

The Department of Recreation and Parks (RAP) is seeking to develop a club soccer program at various RAP facilities around the City. The program will operate for one year (two league play season of seven months, with a five month off-season). Tasks associated with the program will include: planning and implementing a youth soccer league that will train players, coaches and referees to perform at the highly competitive club level; providing clinics and youth development skills training during the off-season; outreach and networking activities with soccer affiliates to promote funding and sponsorships for programs on a citywide basis to subsidize participants in low-income communities; public appearances and the use of the Contractor's name and image to attract prospective participants and potential sponsors.

4. Is this a contract renewal? Yes  No

5. Proposed length of contract: 1 year

Proposed Start Date: ASAP

6. Proposed cost of contract (if known): \$100,000

7. Name of proposed contractor: Unknown

8. Unique or special qualifications required to perform the work:

The Contractor should be a prominent and professional soccer player and coach who has knowledge of and connections with the United States Soccer Development Academy and the United States Soccer Federation, and has the requisite experience and name recognition to establish, operate, and promote a club soccer program targeting the City's underserved low-income youth.

9. Are there City employees that can perform the work being proposed for contracting?

Yes  No

If yes,

- Which class(es) and Department(s): \_\_\_\_\_
- Is there sufficient Department staff available to perform the work? Yes  No
- Is there a current eligible list for the class(es)? Yes  No  Expiration Date \_\_\_\_\_
- Estimated time to fill position(s) through CSC process? \_\_\_\_\_
- Can the requesting department continue to employ staff hired for the project after project completion? Yes  No
- Are there City employees currently performing the work? Yes  No

10. Findings



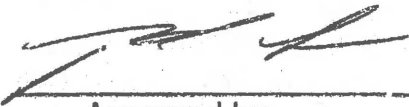
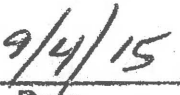
- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform the work

Check if applicable (explanation attached) and send to CAO for further analysis

- Project of limited duration would have to layoff staff at end of project
- Time constraints require immediate staffing of project
- Work assignment exceeds staffing availability

**SUMMARY:**

The Department of Recreation and Parks (RAP) is seeking a contractor to operate a club soccer program that will last for one year. The City does not have classifications that possess high-level, professional experience in playing, coaching, and managing a club soccer program nor does it have a classification which is affiliated with the United States Soccer Federation or any of its partners.

			
Submitted by	Reviewed by	Approved by	Date
Dominique Camaj	Don Harrahill	Raul Lemus	
Sr. Personnel Analyst I	Sr. Personnel Analyst II	Chief Personnel Analyst	