

APPROVED
DEC 07 2023

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-206


DATE December 07, 2023

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ALGIN SUTTON RECREATION CENTER – AGREEMENT WITH THE LOS ANGELES BROTHERHOOD CRUSADE – BLACK UNITED FUND, INC. FOR THE OPERATION OF THE “SOCCER FOR SUCCESS” AFTER SCHOOL PROGRAM FOR YOUTH ON PARK PROPERTY – 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

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



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed two (2) year agreement, attached hereto as Attachment 1 (Agreement), between the Department of Recreation and Parks (RAP) and the Los Angeles Brotherhood Crusade - Black United Fund, Inc. (Brotherhood), a 501(c)(3) non-profit human and social services organization, for the non-exclusive use of the synthetic turf soccer field at Algin Sutton Recreation Center located at 8800 South Hoover Street, Los Angeles, CA 90044, for the operation of the “Soccer for Success” After-School Soccer Program for youth, subject to the approval of the City Attorney as to form;
2. Determine that the 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

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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;

3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-five Dollars (\$75.00) for the purpose of filing the NOE;
4. Direct the Chief Accounting Employee to create one or more sub accounts in Fund 302 Department 89 for deposit of cost recovery reimbursement fee payments received from Brotherhood related to solid waste disposal, utilities, and staff impact;
5. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals; and
6. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this report.

SUMMARY

The Los Angeles Brotherhood Crusade (Brotherhood), a 501(c)(3) non-profit corporation, was founded in 1968 with a goal of improving the quality of life for under-served and under-represented residents of South Los Angeles by providing opportunities for educational advancement, improvement in individual health and wellness, increased financial literacy, and the promotion of personal, social, and economic growth.

Brotherhood has been offering the United States Soccer Foundation's (USSF) "Soccer for Success-South Los Angeles" after school program (Program) at Algin Sutton Recreation Center, located at 8800 South Hoover Street, Los Angeles, CA 90044, since January 1, 2015. The Program has operated under both a prior Agreement and a Right of Entry permit and currently operates under Agreement No. 3794, which was approved through Board Report No. 20-100 on June 18, 2020, and executed on January 28, 2021 for a period of three (3) years. The proposed Agreement will allow Brotherhood, at the request of the Department of Recreation and Parks (RAP), to continue their Program for an additional term of two (2) years.

The Program uses soccer as a means to effect positive social change. The USSF has partnered with Brotherhood and The California Endowment to operate the Program and provide at least 1000 participants ages five (5) to eighteen (18) years of age with free during- and after-school programming, and give them safe places to play, places to grow, and places to learn. The goal is

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to ensure that children and youth facing social and economic barriers have easy and affordable access to quality soccer programs that support their physical and personal development. The Program model is carefully designed with five primary elements that are essential to the development of children: physical activity, nutrition, mentorship, academic improvement and family engagement.

The Program aims to have participants physically active for a minimum of sixty (60) minutes per day for three (3) days per week and encourages all youth, including those with mild disabilities, to participate. Brotherhood covers all costs of operating the free of charge Program and provides the equipment necessary to participate. Additionally, Brotherhood will pay Cost Recovery Reimbursement Fees (CRRF) pursuant to RAP CRRF Policies in the amount of \$486.00 for the six months that they operate the Program annually, which will offset a portion of the field maintenance costs incurred by Algin Sutton Recreation Center resulting from the Program.

ENVIRONMENTAL IMPACT

The proposed Project consists of an agreement to permit the use of an existing public structure with negligible or no expansion of use.

According to the parcel profile report retrieved on November 30, 2023, this area does not reside in a liquefaction, methane, coastal or historic zone so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of November 30, 2023, 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). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

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

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FISCAL IMPACT

The Agreement will have no adverse fiscal impact on the RAP General Fund, as the Los Angeles Brotherhood Crusade's "Soccer for Success" Program is a self-sustaining program, and further, Brotherhood's payment of the CRRF will help to offset a portion of certain overhead costs incurred by Algin Sutton Recreation Center resulting from Brotherhood's operation of the Program.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer affordable and equitable recreation programming

Outcome No. 1: Improved health and social equity for young Angelenos

Goal No. 6: Build financial strength and innovative partnerships

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

ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES BROTHERHOOD CRUSADE - BLACK UNITED FUND, INC.
FOR THE OPERATION OF A
SOCCER FOR SUCCESS YOUTH AFTER-SCHOOL PROGRAM
AT ALGIN SUTTON RECREATION CENTER**

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


WHEREAS, CITY through its Department of Recreation and Parks (“RAP”), owns, operates, and maintains certain real property commonly known as Algin Sutton Recreation Center (“PARK”) located at 8800 South Hoover Street, Los Angeles, California 90044; and,

WHEREAS, ORGANIZATION currently uses the synthetic surface soccer field known as “Los Angeles Galaxy Field at Algin Sutton Recreation Center” (“PREMISES”), as depicted on the Site Map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, ORGANIZATION currently uses the PREMISES under Agreement No. 3794, executed on January 28, 2021 for a term of three (3) years, for the operation of the United States Soccer Foundation’s (“US Soccer Foundation”) “Soccer for Success” youth after-school program (“PROGRAM”) for youth ages five (5) to eighteen (18) which is funded by the US Soccer Foundation; and,

WHEREAS, RAP has agreed to grant ORGANIZATION permission for the continued use of the PREMISES for the operation of the PROGRAM at ORGANIZATION’s own expense and at no cost to RAP, subject to ORGANIZATION’s continued receipt of awarded grant funds from the US Soccer Foundation, pursuant to the terms and conditions of this AGREEMENT, subject to annual performance evaluations as described further herein, and other terms and conditions set forth in this AGREEMENT for a period of two (2) years; and,

WHEREAS, CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at the BOARD meeting held on

 (Board Report No. **XX-XXX**), allowing for operation of the PROGRAM at the PREMISES.

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

1. PARTIES

ORGANIZATION: Brotherhood Crusade - Black United Fund
Charisse Bremond Weaver, Executive Director
200 East Slauson Avenue
Los Angeles, California 90011
Phone: (323) 846-1649; Fax: (323) 235-5536
Email: cbremond@brotherhoodcrusade.org

RAP: City of Los Angeles Department of Recreation and Parks
c/o Pacific Region Recreation Services
Michael Harrison, Principal Recreation Supervisor II
1670 Palos Verdes Drive North
Harbor City, California 90710
Email: Mike.Harrison@lacity.org
Phone: (310) 548-7675

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

2. PRIMARY CONTACTS

ORGANIZATION: Brotherhood Crusade - Black United Fund
Jason Mosley, Program Manager, Soccer for Success
200 East Slauson Avenue
Los Angeles, California 90011
Phone: (323) 846-1649; Fax: (323) 235-5536
Email: jmosley@brotherhoodcrusade.org

RAP: Algin Sutton Recreation Center
DeAnna Tunstalle, Director In Charge ("PARK DIC")
8800 South Hoover Street
Los Angeles, California 90044
Phone: (323) 753-5808
Email: DeAnna.Tunstalle@lacity.org

3. LICENSE TO USE AND DESCRIPTION OF PREMISES

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, a license for the non-exclusive use of the PREMISES for the operation of the PROGRAM as described herein, which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with the RAP standard Schedule of Rates and Fees, permitting requirements, and/or Cost Recovery Reimbursement Fees ("CRRF").

4. TERM AND TERMINATION

The term of this AGREEMENT shall be two (2) years from the COMMENCEMENT DATE ("TERM"), subject to Annual Performance Reviews (ANNUAL PERFORMANCE REVIEWS) more fully described in Section 5 below.

- a. **COMMENCEMENT AND EXPIRATION:** This AGREEMENT shall take effect on the COMMENCEMENT DATE written above, and shall end upon the expiration of the TERM.
- b. **TERMINATION** In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in **Section 13**, CITY and ORGANIZATION may each terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below.
- c. **CEASE TO OPERATE:** The phrase "ceases to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in

ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the authorized uses described in **Section 7** herein, Permitted Uses and Restrictions (collectively, "PERMITTED USES") or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

5. 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 F**, and maintenance of the PREMISES under this AGREEMENT;
 - iii. Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of Los Angeles residents throughout the TERM of this AGREEMENT;
 - iv. The volume of the public's participation in the PROGRAM;
 - v. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and

- vi. ORGANIZATION's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the 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 for free during the prior fiscal year, and all fees charged for any special events or other activities;
 - iv. Sample copies of marketing, recruitment, and press materials; and
 - v. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based on findings obtained through the 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 Services Branch, and Planning, Construction, and Maintenance Branch 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 B**. RAP staff may provide instruction and coordination with the ORGANIZATION during the evaluation process as RAP may deem appropriate and necessary. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

6. ACCESS TO PREMISES AND DAYS AND PERIODS OF USE

ORGANIZATION shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with

RAP and its employees in the performance of their duties. Any third-party access and use of the PREMISES shall be supervised by the ORGANIZATION at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

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

i. PROGRAM Operation: Monday, Wednesday, Friday

ii. PROGRAM Hours: 2:00pm - 5:30pm

iii. Access for PROGRAM preparation and clean-up: Monday, Wednesday, Friday
1:30pm - 2:00pm and 5:30pm - 6:00pm

iv. ORGANIZATION is authorized to operate the following two (2) PROGRAM periods (Seasons) during the TERM of this AGREEMENT:

- Spring - March through May
- Summer - Subject to coordination with the PARK DIC or RAP assigned designee. Upon determination of a mutually acceptable PROGRAM schedule in coordination with RAP programming schedule(s), the agreed upon schedule will be shared between RAP and ORGANIZATION for their records.

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

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

b. ORGANIZATION shall not utilize PREMISES during hours other than the

authorized PERMITTED TIMES, without RAP's prior written authorization. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

- c. Any use of the PARK grounds outside of the PREMISES shall be through a facility use request submitted in advance of any such use, to the PARK DIC which may be subject to issuance of a separate permit with applicable fees determined at the sole discretion of RAP.
- d. Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to ORGANIZATION for any inconvenience, disturbance, or other damage to ORGANIZATION by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.
- e. CITY makes no warranties whatsoever regarding the condition of the PREMISES. ORGANIZATION has inspected the PREMISES and found it suitable for ORGANIZATION's purposes. CITY shall not be liable for any personal injury or damage to property which ORGANIZATION or its guests or invitees may incur, regardless of the cause thereof. ORGANIZATION hereby releases CITY from all such liability, it being the intent of the Parties that ORGANIZATION shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities at the PREMISES by providing written notice to ORGANIZATION of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.
- f. It is understood by PARTIES that the PREMISES are located in public PARKS and therefore shall not be considered exclusive to the ORGANIZATION, nor shall access to the PREMISES be restricted to the general public.

7. PERMITTED USES AND OBLIGATIONS

ORGANIZATION shall not expand and/or change the scope of PERMITTED USE set

forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: ORGANIZATION shall use the PREMISES solely for the operation of the PROGRAM consisting of youth soccer activities including but not limited to, nutrition information and awareness, character development, practice drills and skills development, and intra-squad scrimmages, in accordance with the Program Description attached hereto and incorporated herein by reference as Exhibit F. ORGANIZATION shall be responsible for all costs and expenses related to its use of the PREMISES and operation of the PROGRAM, at no cost to RAP.
- b. STORAGE: ORGANIZATION shall be authorized to place a storage container ("CONTAINER") on site at a pre-designated location within PARK grounds in the vicinity of the existing baseball field. Such CONTAINER shall measure in size up to approximately 6' x 6' x 6', and be solely used for purposes of storing soccer equipment associated with the operation of the PROGRAM. ORGANIZATION agrees that it shall be solely responsible for the security and maintenance of the CONTAINER and its contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of its contents due to theft.
- c. PROGRAM EMPLOYEES AND VOLUNTEERS: ORGANIZATION shall provide sufficient staff, paid or volunteer, for the operation of the PROGRAM and related activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY at no cost to RAP.
 - i. ORGANIZATION shall comply, and ensure any of its employees, volunteers, and authorized third parties complies with all applicable CITY, State, and Federal rules, laws, and regulations in the performance of this AGREEMENT and in the operation of ORGANIZATION's activities on the PREMISES.
 - ii. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES and shall ensure that such individuals and/or organizations agree, in writing, to abide by all conditions set forth in this AGREEMENT.
 - iii. ORGANIZATION shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders, and mandates

including, but not limited to, health and safety orders and guidelines related to COVID-19 throughout the TERM of this AGREEMENT. ORGANIZATION is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with all applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to, compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.

- iv. ORGANIZATION shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 24, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
- v. For as long as any Federal, State, or City vaccination mandates or requirements remain in effect for Federal, State, City employees, and/or City contractors, the 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 PERMIT 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 PERMIT. 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.

- d. ORGANIZATION shall not sublet or issue any permit for use of the PREMISES.
- e. PROGRAM PROMOTION: RAP and ORGANIZATION shall collaborate on promotional outreach efforts and marketing of the PROGRAM. Flyers and other promotional materials shall be posted on both the RAP and ORGANIZATION's websites and/or social media platforms. All promotional materials must be approved by the PARK DIC and their chain of command prior to any flyers being posted at the PARK or on any website or social media platform and should include "In collaboration with the City of Los Angeles Department of Recreation and Parks" along with the CITY seal and RAP logo.
- f. PRODUCT SALES PROHIBITED: The sale of sports equipment, related gear, or other commercial products or services are not authorized and are prohibited on the PREMISES.
- g. PHOTOGRAPHY/VIDEOGRAPHY: ORGANIZATION shall ensure that no photographs or videos of minors or depiction of their likeness are included in any publication or on any social media platform without prior written consent by the

minor's parent or legal guardian. A copy of the signed consent form must be given to the PARK DIC prior to any photographs being taken.

- h. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- 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. COSTS OF OPERATION: All costs associated with the operation of the PROGRAM and maintenance/security of equipment, shall be the sole responsibility of ORGANIZATION, at no cost to the CITY. With the understanding that the PROGRAM will be provided for free and at no cost to RAP or the public, any fees charged for special events, such as for participation in tournaments, are to be addressed separately and subject to coordination with, and approval by, RAP.
 - vi. ORGANIZATION shall punctually pay or cause to be paid all financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
 - ii. ORGANIZATION shall be responsible for all costs related to the operation of this PROGRAM and shall be responsible for the payment of related fees to RAP as specified in Section 11 below.
 - iii. ORGANIZATION shall provide all equipment, supplies, and materials for the PROGRAM at no cost to RAP.
- k. PARKING: During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether involved or not in ORGANIZATION activities on the PREMISES or at the PARK, shall have the non-exclusive right to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated parking shall not be

allowed.

8. FUNDING

ORGANIZATION shall maintain sufficient funds available to operate the PROGRAM as described herein, in accordance with the Program Description attached hereto and incorporated herein as Exhibit F. If for any reason ORGANIZATION Fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. No fees shall be charged to participants in programs conducted under this AGREEMENT.

9. MAINTENANCE AND REPAIR OF PREMISES AND CONTAINER

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

- a. ORGANIZATION accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- b. ORGANIZATION, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. ORGANIZATION shall perform the following maintenance duties on daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by ORGANIZATION activity or activity of a contracted vendor or any participant of ORGANIZATION services;

- iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and
 - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County, and local regulations, orders and guidelines, including, but not limited to, health and safety orders and guidelines related to COVID-19.
- d. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable, or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
 - e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials in the CONTAINER on the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION's personal property before, during, or after PERMITTED TIMES.
 - f. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's activities or operations, or that is caused by ORGANIZATION's use of the PREMISES; ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

10. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. ORGANIZATION shall provide CITY with detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

11. CONSIDERATION AND COST RECOVERY REIMBURSEMENT FEES

The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES shall be ORGANIZATION's provision of the PROGRAM for the benefit of the general public and the upkeep and clean-up of the PREMISES, at no cost to RAP or the CITY, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of PROGRAM operation, ORGANIZATION is also

responsible for the cost of utility services, solid waste disposal, and any fiscal impacts to RAP. In accordance with RAP policies, ORGANIZATION shall be responsible for such expenses. ORGANIZATION shall reimburse RAP for such costs through payments of CRRF, as described in further detail below.

- a. COST RECOVERY REIMBURSEMENT FEES: ORGANIZATION shall pay a CRRF to RAP for costs incurred by RAP, as related to the ORGANIZATION's use of the PREMISES, which do not include any costs paid directly to applicable utility or service providers. The CRRF for use of the PREMISES shall be **Eighty-One Dollars (\$81.00) per month, or Four Hundred Eighty-Six Dollars (\$486.00) annually, based on operating six months per year (March 1 through August 31)**. Non-payment of the CRRF shall be considered a default of this AGREEMENT and cause for immediate termination of this AGREEMENT.
- b. TRASH AND SOLID WASTE DISPOSAL: Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), ORGANIZATION pro rata cost of waste disposal at the PREMISES of **Twelve Dollars (\$12.00) per month** and shall be the responsibility of ORGANIZATION. The CRRF is inclusive of the Trash and Solid Waste Disposal and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 12(a) above.
- c. STAFF IMPACT: Pursuant to the RAP Policy regarding Staff Impacts related to services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 19, 2012 (Report No. 12-217), ORGANIZATION shall be responsible for reimbursing RAP for administrative and common area maintenance costs incurred by RAP in the amount of **Sixty-Nine Dollars (\$69.00) per month**. The CRRF is inclusive of the Staff Impact and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 12(a) above.
- d. The CRRF is to be paid on a quarterly basis, in advance on or before the 10th of every first month of the upcoming three (3) month period (e.g. due on January 10th for January, February, and March). ORGANIZATION is wholly responsible for the timely payment of the CRRF, without the need for RAP to invoice ORGANIZATION.
- e. All CRRF payments must be made by check or money order made payable to: "City of Los Angeles Department of Recreation and Parks". All CRRF payments must be mailed or delivered to:

City of Los Angeles, Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

12. INSURANCE

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

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar

days prior written notice if such cancellation is for non-payment of premium. Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

13. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

ORGANIZATION is aware of the condition of the PREMISES and accepts the

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

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.

14. SIGNAGE

No signs or banners of any kind shall be displayed by ORGANIZATION unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

15. PUBLICITY

Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PREMISES or promotion of the PROGRAM, or construction of any improvements at the PREMISES in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the PREMISES with respect to the ORGANIZATION's use of the PREMISES. Further, any such press release, public announcement, marketing

materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PREMISES in connection thereto, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event with respect to the PROGRAM and the use of the PREMISES in connection thereto, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the PROGRAM and the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

16. NOTICES AND CONTACTS

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

ORGANIZATION: Brotherhood Crusade - Black United Fund
Charisse Bremond Weaver, Executive Director
200 East Slauson Avenue
Los Angeles, California 90011
Phone: (323) 846-1649; Fax: (323) 235-5536
Email: cbremond@brotherhoodcrusade.org

RAP: City of Los Angeles Department of Recreation and Parks
c/o Pacific Region Recreation Services
Michael Harrison, Principal Recreation Supervisor II
1670 Palos Verdes Drive North
Harbor City, California 90710
Email: Mike.Harrison@lacity.org

Phone: (310) 548-7675

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

17. REPRESENTATION AND WARRANTIES

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

18. NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of 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.

19. 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.

20. SAFE PRACTICES

ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in **Section 2** as soon as possible but no later than twenty-four (24) hours after ORGANIZATION has knowledge of the incident by

telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefore. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

21. SUSPECTED CHILD ABUSE

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

22. HAZARDOUS SUBSTANCES

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used on the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PREMISES.

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

23. TAXES AND POSSESSORY INTEREST

ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PREMISES, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or

upon ORGANIZATION's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

24. BREACH OR DEFAULT BY ORGANIZATION

Upon the occurrence of one or more events of breach or default of this AGREEMENT by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall immediately terminate its activities at the PREMISES. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

25. ORDINANCES AND STANDARD PROVISIONS

The City of Los Angeles "Standard Provisions for City Contracts (Rev. 9/22)[v.1]" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 9/22)[v.1]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

26. 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: Sample Annual Performance Evaluation

Exhibit C: Form 146R

Exhibit D: Insurance Requirements and Instructions for Submission

Exhibit E: Standard Provisions for City Contracts (Rev. 9/22)[v.1]

Exhibit F: Program Description

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

[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

LOS ANGELES BROTHERHOOD CRUSADE - BLACK UNITED FUND, a 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A - Site Map



Exhibit B - Sample Performance Evaluation
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 C

Insurance Form 146R

Form Gen. 146 (Rev. 6/12)



Required Insurance and Minimum Limits

Name: Los Angeles Brotherhood Crusade - Black United Fund, Inc. Date: 09/01/2023

Agreement/Reference: ROE - Operation of a Soccer for Success Youth After-School Program, Algin Sutton Recreation Center

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

	Limits
<hr/>	
<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"/> Fire Legal Liability _____ <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured Party</u>	1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u> <input type="checkbox"/> _____	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	_____
Discovery Period _____	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> 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.

Exhibit D

Insurance Requirements

(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.

Exhibit E

Standard Provisions for City Contracts

ATTACHED SEPARATELY

Exhibit F

Program Description

The United States Soccer Foundation (USSF) Soccer for Success program uses soccer as a means to effect positive social change. In Los Angeles, the USSF has partnered with the Los Angeles Brotherhood Crusade and The California Endowment to operate “Soccer for Success – South Los Angeles” and provide at least 1000 children with free during- and after-school programming, and give them safe places to play, places to grow, and places to learn. The goal is to ensure that children and youth facing social and economic barriers have easy and affordable access to quality soccer programs that support their physical and personal development. The Soccer for Success program model is carefully designed with five primary elements that are essential to the development of children: physical activity, nutrition, mentorship, academic improvement and family engagement.

USSF requires that every Soccer for Success program include the following:

- Minimum of 15:1 child/mentor coach ratio
- Minimum of 60 minutes of physical activity per day for at least three days per week
- Pre- and Post-evaluations to track Body Mass Index (BMI) for all participants
- Program must offer and provide family members opportunities to volunteer in program activities
- Minimum of one parental/family engagement activity (community day/meeting/workshop) per month
- Mentor coaches have mandatory background checks
- Mentor coaches must be trained in and deliver the Soccer for Success program model
- Participating families and parents submit program forms – Child Enrollment Form, Parental Commitment Form, Media Release, and Medical Information/Release Form