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CALIFORNIA



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DEPARTMENT OF
RECREATION AND PARKS

221 N. FIGUEROA STREET
SUITE 1510
LOS ANGELES, CA 90012

(213) 202-2640
FAX: (213) 202-2610
RAP.Commissioners@LACity.org

JON KIRK MUKRI
GENERAL MANAGER

October 21, 2013

Hon. Eric Garcetti, Mayor
City of Los Angeles
Room 303, City Hall

Attention: Ms. Mandy Morales

Dear Mayor Garcetti:

In accordance with Executive Directive No. 3, there are attached herewith three copies of a proposed agreement with Los Angeles Pétanque Club, Inc., for the operation and maintenance of a pétanque program at Cheviot Hills Recreation Center.

Also attached for the assistance of your Office in reviewing this proposed agreement is Report No. 13-265, adopted by the Board of Recreation and Park Commissioners at its meeting of October 16, 2013. After review and recommendation by you, the proposed agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed agreement, please contact Leslie Richter at (818) 243-6488.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

LATONYA D. DEAN
Commission Executive
Assistant

Attachments

cc: Leslie Richter, Partnership Division

2013 OCT 22 PM 1:32
ADMINISTRATIVE OFFICER



**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES PÉTANQUE CLUB, INC.
FOR THE
SHARED USE OF THE PÉTANQUE COURTS
ON PARK PROPERTY AT
CHEVIOT HILLS RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 20____, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Los Angeles Pétanque Club, Inc., a California 501(c)(7) non-profit corporation ("LAPC"). CITY and LAPC may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at Cheviot Hills Recreation Center ("CENTER"), which includes Pétanque Courts designated as Area A and a shared use area designated herein as Area B within the grounds of CENTER ("PREMISES"), located at 2551 Motor Ave., Los Angeles, California 90064, and as depicted on the site map attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, LAPC, incorporated in 1990, promotes the outdoor bowling game of Pétanque, hosting tournaments at the CENTER; and,

WHEREAS, LAPC provides free weekly Pétanque lessons to the public, instructing players on the proper skills and etiquette of this French originated game; and,

WHEREAS, LAPC has agreed to use and maintain the PREMISES for the operation of a Pétanque program ("PROGRAM") in accordance with the terms and conditions herein to fulfill recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on _____ date _____ (Board Report No. XX-XX).

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

1. **Use of Premises.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LAPC by this AGREEMENT authority to use the PREMISES for the operation of the PROGRAM

and the maintenance of the CENTER's Pétanque Courts as described in the Permitted Uses set forth below, which shall be performed by LAPC in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable, and the performance of the maintenance requirements described herein, at the sole cost and expense of LAPC.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of ten (10) years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this agreement.
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
 - b. **Termination.** In addition to termination for an uncured breach or default, or if LAPC ceases to operate under this AGREEMENT, or CITY's written termination notice to LAPC effective after sixty (60) calendar days from the date of issuance due to an unfavorable performance review, pursuant to Section 3 of this AGREEMENT ("ANNUAL PERFORMANCE REVIEWS") or for cause during the TERM, either CITY or LAPC may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and LAPC reserve the right to terminate this AGREEMENT at their sole discretion for emergency, or necessity. If CITY or LAPC should elect to terminate this AGREEMENT, LAPC agrees to immediately cease all operations and other activity, and to peacefully surrender the PREMISES to CITY within sixty (60) calendar days of receiving or providing a written notice of termination.
 - c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LAPC'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 LAPC's purposes or function as contained in LAPC's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by LAPC, as described herein; or (iv) the failure of LAPC to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond LAPC's control.
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with LAPC shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of LAPC's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of LAPC's obligations for the operation and maintenance of the PREMISES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by LAPC's LAPC Program attached hereto and incorporated herein by reference as Exhibit-B;
 - (iii) Adequacy of LAPC's funding;
 - (iv) LAPC's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, LAPC shall submit to RAP during the period of November 1st through December 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover but not be limited to:
 - (i) Annual Financial summary including Report of Income and Expenditures;
 - (ii) Annual participation results in LAPC's program;
 - (iii) Copies of marketing, recruitment, and press materials; and,
 - (iv) Discussion of program changes or challenges.
 - (v) Copy of Form 990-N Electronic Notice (e-post card)
- c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PREMISES, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in

determining future collaborations with LAPC. CITY shall not unreasonably withhold its determination.

4. **Access to PREMISES.** LAPC and any authorized third party associated with LAPC's activities at the PREMISES will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in the case of emergencies. Prior notice will be given to LAPC when feasible. If required for public safety, CITY may immediately suspend and/or terminate LAPC activities involving the PREMISES.
 - a. Area A - LAPC Primary Use Area: As depicted by Exhibit-A, the Primary Use Area shall be the approximately 12,700 square foot space which includes the eleven (11) Pétanque courts, (15) benches, (5) picnic tables, storage unit, and several locker units, all in an enclosed area adjacent to the archery range and RAP Maintenance Yard on the northwest corner of CENTER used by LAPC for PROGRAM purposes during hours specified in Section 6 below.
 - b. Area B - Shared Use Area: As depicted by Exhibit-A, the portable restroom area adjacent to said Primary Use Area, shall be shared with the general public.
5. **Permitted Uses.** LAPC shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LAPC, at its sole cost and expense, shall:
 - a. Provide free weekly Pétanque lessons to the public to recruit new players and promote the game of Pétanque all in accordance with the provisions of The LAPC Program attached hereto and incorporated herein by reference as Exhibit-B.
 - b. Operate on the PREMISES on a priority basis only during the specified days and hours listed below in Section 6 of this AGREEMENT.
 - c. Have non-priority access all other hours that park is open.
 - d. Maintain PREMISES in accordance with Section 8 of this AGREEMENT.
 - e. Obtain RAP-written permission to install any portable structures such as benches, picnic tables, lockers, sheds, portable toilettes, and outdoor patio heaters that are not permanently attached to PREMISES.
 - f. Secure Patio Heater propane tank(s) at all times when not in use and in compliance with Section 17. Hazardous Substances.

- g. Provide sufficient staff and/or members necessary to perform the operation of its PROGRAM including game playing and the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
 - h. Contract privately for the maintenance of a portable toilet exclusively for LAPC use, to be located on shared property adjacent to the portable toilets provided by CITY for public use.
 - i. Ensure LAPC's protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PREMISES complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
 - j. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PREMISES. LAPC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LAPC's use of the PREMISES.
 - k. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
 - l. Understand that the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) is NOT one of the PERMITTED USES on the PREMISES.
6. **Days and Periods of Use.** LAPC shall be entitled to use the PREMISES on a priority basis to provide the PROGRAM, including both recreationally and competitively; informal play and organized play to the public through functions, events, and other agreed upon uses as follows ("PERMITTED TIMES").
- a. PERMITTED TIMES of Program Operation: 5:00 p.m. - 9:00 p.m., on Monday and Thursday and 10:00 a.m. - 4:00 p.m. on Saturday.
 - b. Saturday morning PROGRAM operation shall include free instruction to the public during a period of four (4) hours and free equipment use during the instruction – subject to LAPC and instructor availability and weather permitting.
 - c. LAPC will be allowed to conduct maintenance, free play, and organized tournaments, one Sunday per month between the hours of 7:00 a.m. – 7:00 p.m.

- d. LAPC will be allowed to conduct fundraising events and membership drives, between the hours of 8:00 a.m. – 4:30 p.m., one weekend quarterly, Saturday or Sunday, with thirty (30) days prior written approval from RAP, as stipulated in Section 23 (Notices) of this AGREEMENT.
 - e. PERMITTEE is aware that CENTER's operating hours are 9:00 a.m. – 10:00 p.m. Monday through Friday, 9:00 a.m. – 5:00 p.m. Saturday, and 10:00 a.m. – 5:00 p.m. Sunday. Additionally, CENTER's staff are unavailable on Federal Holidays. The CENTER is subject to closures at the sole discretion of RAP.
 - f. Special Events: LAPC shall make requests for use of PREMISES or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Section 10 below, by completing a Building Use Application at least thirty (30) days in advance of the particular activity or event and submitting it to the contact person for the PREMISES. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP General Manager or his or her designee, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.
 - g. LAPC shall cooperate with City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
 - h. LAPC shall further cooperate with RAP on all matters related to RAP sponsored and permitted events and activities at the PREMISES. LAPC may be required to suspend operations of the PREMISES for up to six (6) days per calendar year upon receipt of written notification from the RAP General Manager or his or her designee at least thirty (30) days prior to the event. However, there may be exceptions due to unforeseen circumstances beyond RAP's control. RAP will make every effort to communicate with LAPC in a timely manner with regards to large special events that may affect LAPC's operation of the PREMISES. No financial compensation or other privileges will be provided to LAPC for temporarily ceasing operations and RAP shall have no obligation to provide an alternate or replacement location for LAPC'S use during such period of interruption.
7. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 6 of this AGREEMENT, LAPC, its staff, and public patrons and/or guests, whether or not involved in LAPC activities at the PREMISES and/or CENTER, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.

8. **Maintenance and Repair of Premises.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PREMISES:
- a. LAPC accepts the PREMISES in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LAPC, and regardless of cause.
 - b. LAPC, 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 major maintenance and/or major 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. Maintenance to be performed by LAPC during PERMITTED TIMES or as necessary:
 - i. Maintain PREMISES in a clean, sanitary condition removing all debris and trash;
 - ii. Keep the areas within ten (10) feet of PREMISES, clean and safe at all times;
 - iii. Maintain pedestrian paths, common walkways and other designated shared areas;
 - iv. Pick up trash and debris for RAP disposal whether by LAPC's activity or activity of LAPC's contracted vendor;
 - vi. Maintain the LAPC portable toilet and have the portable toilet professionally serviced in accordance with provider recommendations during the length of time the portable toilet is situated on PREMISES.
 - d. LAPC shall immediately repair any damages to the PREMISES which occur during LAPC's operations, or that is caused by its restoration, refurbishment, or maintenance of the PREMISES; LAPC recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
 - e. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PREMISES.
 - f. LAPC shall be responsible for securing the PREMISES during operations and for LAPC's equipment and materials during non-operating hours.

- g. To the extent resources are available, CITY may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by CITY. LAPC agrees and understands that CITY shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of LAPC to conduct operations, LAPC may undertake repairs at no cost to RAP or may suspend operations in accordance with Casualty and Condemnation, Section 16. RAP will provide no maintenance or repair to improvements, fixtures, exterior walls, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by LAPC.
- h. To the extent that needed repairs are not made, LAPC waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
9. **Funding.** All funds including, grants, donations, or any other funds received by LAPC in connection with the PREMISES related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operation and maintenance of the PREMISES, including the delivery of a Pétanque program and service on the PREMISES, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of LAPC unrelated to this AGREEMENT and /or the operation and maintenance of this PREMISES. If for any reason LAPC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. LAPC may charge its members and of the participants appropriate fees for programs, services, and/or activities offered by LAPC on the PREMISES, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. LAPC may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.
10. **Fundraising.** LAPC may hold fundraising activities on PREMISES, but must obtain prior written approval from the RAP General Manager or his or her designee for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity in accordance with the procedure in Section 6. LAPC may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PREMISES, LAPC shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.h. of this AGREEMENT.

11. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for LAPC's use of the PREMISES, shall be the provision of free pétanque game playing services for the benefit of the general public, at no cost to CITY, and including but not limited to, LAPC's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PREMISES. Additionally, LAPC's use of the PREMISES shall be subject to certain cost recovery reimbursement fees described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, ORGANIZATION shall pay an annual Cost Recovery Reimbursement Fee ("CRRF") for costs incurred by RAP related to this AGREEMENT and ORGANIZATION's use of the PREMISES, as approved by the Board on July 19, 2012 (Report No. 12-217), and for utility and/or trash costs not directly paid to providers, as detailed below. The annual Cost Recovery Reimbursement Fee (CRRF) is \$1068.00 to be paid between December 1 and December 31 prior to each current year, as related to LAPC's operation of the PROGRAM on the PREMISES. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance. In the event of termination pursuant to Section 2.b., the pro-rated portion of the annual Cost Recovery Reimbursement Fees will be refunded to LAPC.
- b. **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PREMISES (electricity, gas, water) shall be the sole responsibility of LAPC. Such utility expenses shall be paid directly by LAPC to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. The annual Utility fee is \$96.00 and is included in the CRRF in paragraph 11.a. above.
- c. **Trash and Solid Waste Disposal.** Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of LAPC with services of non-CITY provider, billed directly to LAPC where feasible, or recovered by RAP through fees if not. The annual Trash fee is \$144.00 and is included in the CRRF in paragraph 11.a. above.
- d. **Telephone and Data Lines.** LAPC shall be responsible for the cost of telephone and data lines utilized on PREMISES and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PREMISES that LAPC uses.
- e. **Staff Impact.** Pursuant to RAP policy regarding impact of non-profit organization's activities operating on park property, approved by the Board on

July 19, 2012 (Report 12-217), the annual Staff Impact fee is \$828.00 and is included in the CRRF in paragraph 11.a. above.

- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but LAPC is wholly responsible for timely payment of Cost Recovery Fees regardless of written notification which is not required.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Division
3900 Chevy Chase Drive, mail stop 628-9
Los Angeles, California 90039

12. **Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. LAPC shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LAPC.
13. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PREMISES, LAPC shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:
 - a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
 - b. Should the project be conceptually approved by the BOARD, LAPC will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authority and/or this AGREEMENT.
 - c. Depending on the scope of work and magnitude of the proposed project, LAPC may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the

"City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.

- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, LAPC shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. LAPC shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
- h. LAPC shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Construction, and Maintenance
City of Los Angeles Department of Recreation and Parks,
221 N. Figueroa Street, Suite 100,
Los Angeles, CA 90012
- i. Upon receipt of final approval, commence construction in coordination with CITY staff.

14. **Insurance.** Before occupying the PREMISES under this AGREEMENT and periodically as required during its TERM, LAPC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LAPC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. LAPC 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. LAPC 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 LAPC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LAPC.

- b. If any of the required insurance contains aggregate limits or applies to other operations of LAPC outside of this AGREEMENT, LAPC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in LAPC's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LAPC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
 - c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LAPC will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LAPC.
 - d. LAPC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; LAPC 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 LAPC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
15. **Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, LAPC undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LAPC's employees and agents, or damage or destruction of any PREMISES of the

negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by LAPC or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United State, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

16. **Casualty and Condemnation.** LAPC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PREMISES or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LAPC's use. CITY shall not be obligated to restore PREMISES damaged by casualty in whole or in part. If PREMISES is taken by condemnation, CITY shall not be obligated to provide LAPC a replacement property for LAPC's use.
17. **Hazardous Substances.** PARTIES agree that PREMISES shall be used in a manner consistent with its intention for pétanque game playing purposes and within the scope of use set forth above. LAPC shall use PREMISES in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LAPC to any governmental agency or third party under applicable statute.
18. **Publicity.** CITY and LAPC agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PREMISES, the acquisition of any real property, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. CITY and LAPC agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LAPC, shall appropriately acknowledge the contributions of both CITY and LAPC. To the extent stipulated in any grant agreement, the CITY and LAPC 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 LAPC shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and LAPC; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LAPC, in whole or in part pursuant to the acquisition of property

and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

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

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

19. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP General Manager or his or her designee. On signage at PREMISES, LAPC shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

20. **Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PREMISES for film production purposes. Any commercial filming at shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. LAPC shall not charge any fees for film production conducted at PREMISES.

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

22. **Breach or Default by LAPC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by LAPC, 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 LAPC, and if LAPC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LAPC, terminate this AGREEMENT without further delay, whereupon LAPC shall vacate the PREMISES within thirty (30) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

- b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LAPC, perform or cause to be performed any of LAPC'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.

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

All Notices shall be addressed as follows:

If to CITY:

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

If to LAPC:

LOS ANGELES PETANQUE CLUB, INC.
c/o Vance Gerdau, President
P.O. Box 641595
Los Angeles, CA 90064
Tel.: (310) 479-5230

24. **Representations and Warranties.** CITY and LAPC 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 LAPC, enforceable in accordance with its terms and conditions.
25. **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. LAPC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LAPC 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 LAPC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally

26. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PREMISES on behalf of the LAPC by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PREMISES shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date LAPC proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. LAPC shall require all individuals and organizations providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this AGREEMENT.
27. **Merchandise.** No merchandise shall be sold by LAPC on PREMISES without the prior written consent of the RAP General Manager or his or her designee.
28. **Safety Practices.** LAPC shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LAPC must notify the Director-in-Charge at the Cheviot Hills Recreation Center specified in Section 29 as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PREMISES shall be provided to the Director-in-Charge at the Cheviot Hills Recreation Center specified in Section 29 within seventy-two (72) hours. LAPC shall keep internal documentation of the incident(s) and provide RAP General Manager or his or her designee with such information upon request.
29. **Recreation Center Contact.** Cheviot Hills Recreation Center Operations and Maintenance staff for the PREMISES may be contacted at the following numbers:
- Daily Operations and Maintenance, Director-in-Charge, Tel: (310) 837-5186.
30. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. LAPC and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City contracts (Rev. 3/09)." In addition, LAPC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

31. 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: The LAPC Program

Exhibit-C: Sample Performance Evaluation Form

Exhibit-D: Insurance Requirements

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

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

[Signature Page to Follow]

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

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

LOS ANGELES PÉTANQUE CLUB, INC., a 501(c)(7) California non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Title: _____

MICHAEL N. FEUER, City Attorney

Date: _____

By: _____
Deputy City Attorney

Date: _____

EXHIBIT - A SITE MAP

Pursuant to Section 1 of this AGREEMENT, the PREMISES located at 2551 Motor Ave., Los Angeles, CA 90064, within the grounds of Cheviot Hills Recreation Center is delineated below within the red lines. Area A includes approximately 12,700 sq. ft. area consisting of eleven (11) Pétanque courts, (15) benches, (5) picnic tables, storage unit, and several locker units all in an enclosed gated area adjacent to the archery range and RAP maintenance yard at the northwest corner of the CENTER used by LAPC for PROGRAM purposes during LAPC specified hours. Area B includes a shared use area for both CITY portable toilettes and LAPC's portable toilette. LAPC's portable toilette to be used by LAPC.



LAPC located within Cheviot Hills Recreation Center

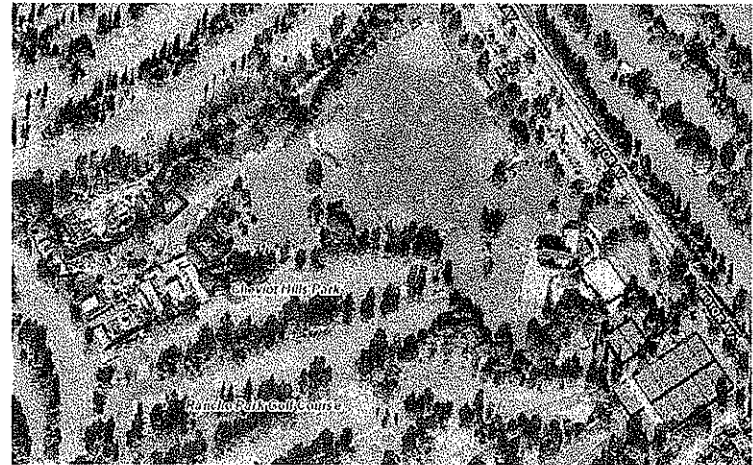


Diagram not to scale

Area B:
Portable Restroom Area

Indicates
Primary Use
during
operational
hours

Indicates
Shared Use
with Public

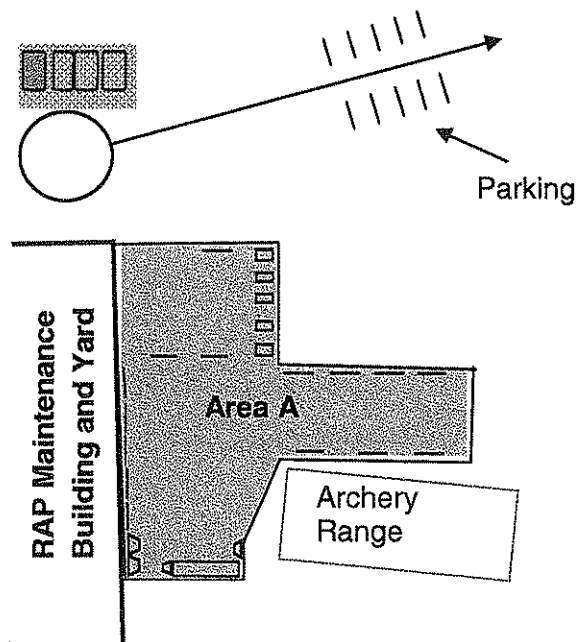


EXHIBIT- B
The LAPC Program

Exhibit B: The LAPC Program

The Los Angeles Petanque Club (LAPC) is a sport club which exists to play and promote the game of petanque as a public recreational activity and to provide free informal instruction in the game for interested newcomers. It is currently one of forty-two petanque clubs in the United States affiliated with the Federation Petanque USA. LAPC operates as a 501.c.7 non-profit corporation. It is a volunteer organization with no employees.

LAPC sponsors organized play from 5:00 – 9:00 PM on Monday and Thursday evenings, and on Saturdays from 10:00 – 4:00 PM. Members are regularly available on Saturdays to provide informal instruction in the game to newcomers and to lend them equipment at no cost. LAPC also sponsors tournaments on a monthly basis, generally on Sundays.

In collaboration with the City of Los Angeles Department of Recreation and Parks, the LAPC maintains a terrain with eleven petanque courts in the Cheviot Hills Recreation Center. These courts are used on a priority basis for organized play by LAPC during the hours specified above and are available to the public at large (including LAPC) on a non-priority basis at all other times that the park is open. Children are welcome when accompanied by a responsible adult. ADA accessibility ramps are available during organized play upon request.

EXHIBIT- C **Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

CONSOLIDATED PERFORMANCE REVIEW

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

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

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

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

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS

Include RAP Staff feedback and participant comments

--

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

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

Rev February 2012

EXHIBIT- D INSURANCE REQUIREMENTS

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: LOS ANGELES PÉTANQUE CLUB, INC.

Date: 11/30/2012

Agreement/Reference: Shared Use of Petanque Courts on Park Property at Cheviot Hills 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

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

☒ General Liability

\$1,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

Pollution Liability

☐

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

100% of the contract price

Crime Insurance

Other: 1) If the non-profit corporation has no employees and decides to not cover themselves for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
2) In absence of imposed Auto Liability insurance requirements, all non-profit corporation use of vehicles during the course of their contract must adhere to the financial responsibility laws of State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however ***submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage,

whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

EXHIBIT- E
Standard Provisions for City Contracts

REPORT OF GENERAL MANAGER

APPROVED
OCT 16 2013

NO. 13-265

DATE: October 16, 2013

BOARD OF RECREATION
AND PARK COMMISSIONERS

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHEVIOT HILLS RECREATION CENTER – AGREEMENT WITH LOS ANGELES PÉTANQUE CLUB, INC., FOR THE OPERATION AND MAINTENANCE OF A PÉTANQUE PROGRAM ON PARK PROPERTY

R. Adams
H. Fujita
*V. Israel

K. Regan
M. Shull
N. Williams

[Signature]
for V.I.

[Signature]
General Manager

Approved

Disapproved

Withdrawn

RECOMMENDATIONS:

That the Board:

1. Approve a proposed agreement (Agreement), substantially in the form on file in the Board Office, between the Department of Recreation and Parks (RAP) and Los Angeles Pétanque Club, Inc. (LAPC), a California non-profit organization, setting forth the terms and conditions for LAPC's use of park property at the Cheviot Hills Recreation Center in accordance with RAP's Partnership Policy, to provide a Pétanque Program to the surrounding community, subject to the approval of the Mayor, the City Council, and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement, to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
4. Direct the Department's Chief Accounting Employee to deposit in Fund 302 Department 89 Account 89707H the utility and other cost recovery reimbursements received from LAPC under this Agreement; and
5. Find that the proposed Agreement is exempt from the California Environmental Quality Act.

REPORT OF GENERAL MANAGER

PG. 2

NO. 13-265

SUMMARY:

Pétanque is an outdoor bowling game of French origin – related to English lawn bowling and Italian bocce. Presently, over 40 million people around the world follow the game of Pétanque. Recognizing a unique potential in the introduction of a cultural recreational activity, RAP developed and built the only Pétanque Courts in the City within the grounds of Cheviot Hills Recreation Center, located at 2551 Motor Ave., Los Angeles, CA 90064.

Established in 1983, LAPC is one of the oldest Pétanque clubs in California as well as in the United States. Incorporated in 1990, LAPC, a California 501(c)(7) non-profit corporation, promotes the sport of Pétanque to the Los Angeles community and provides free weekly Pétanque instruction at the Pétanque Courts to participants with varying skill levels and to all those that are interested in this cultural activity. LAPC is committed to helping new players learn the proper skills as Pétanque is both a leisure recreational activity and a competitive professional sport. Affiliated with the Federation of Pétanque USA and the Fédération Internationale de Pétanque et Jeu Provençal, LAPC is able to participate in competitions at the local, regional, national, and international levels. LAPC presently operates through Right-of-Entry Permit 9014 (ROE) expiring December 1, 2013, which has allowed time for the Partnership Division to formalize an Agreement between LAPC and RAP, in accordance with RAP policies.

The Pétanque Courts are composed of eleven (11) playing areas - approximately 12,700 square feet in total and can accommodate 44 players in doubles and 66 players in triples. Under the proposed Agreement, LAPC will operate and maintain the Pétanque Courts throughout the year, weather permitting, on Monday and Thursday evenings, 5:00 p.m. to 9:00 p.m. and Saturdays, 10:00 a.m. to 4:00 p.m. Free weekly Pétanque instruction and free use of equipment will be available to community patrons on Saturday mornings during a period of four (4) hours pending instructor availability. Additionally, LAPC may operate tournaments one (1) Sunday per month between the hours of 7:00 a.m. to 7:00 p.m. Presently, LAPC shares an outdoor space for a portable toilet maintained at their expense adjacent to the RAP portable restroom area. In the future with RAP construction of permanent restrooms, LAPC will conclude the rental of their portable toilet and the portable restroom area will subsequently no longer be a shared use area.

The yearly value of LAPC's program services to the public has been determined to be \$13,600 based on their annual operating budget, which is principally in the maintenance of the courts. Staff recommends approval of the proposed ten (10) year Agreement, so LAPC may be allowed to continue using park property to operate and maintain the Pétanque Courts which provides recreational opportunities for the community and exposure to a unique cultural activity which is in the best interest of the surrounding community.

REPORT OF GENERAL MANAGER

PG. 3

NO. 13-265

Should the proposed Agreement be approved, LAPC's performance will be monitored through an annual performance review conducted by the RAP Partnership Division to ensure compliance with the terms and conditions of the Agreement. As part of the proposed Agreement, LAPC will be responsible for court repairs when RAP is unable to fulfill repair requests due to limited resources. In all cases, LAPC accepts full liability for their operations at the location and will provide insurance protecting the City. Additionally, LAPC will be responsible for the Cost Recovery Reimbursement Fees to RAP in the amount of \$89 per month (\$1,068 per year), covering utilities, solid waste disposal, and staff impact fees.

ENVIRONMENTAL IMPACT:

Staff has determined that the execution of the proposed Agreement consists of the operation and programming of an existing park facility involving negligible or no expansion of use and, therefore, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

Staff has discussed the proposed agreement with the Principal Recreation Supervisor and the Superintendent of the Valley Region and the Senior Park Maintenance Supervisor of the Pacific-West Region. Each supports the agreement and concurs with staff's recommendations.

FISCAL IMPACT STATEMENT:

The proposed Agreement will have no adverse impact on RAP's General Fund as operations and program costs associated with LAPC's use of park property will be paid for by LAPC at no cost to the City, and costs impacting RAP shall be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This report was prepared by Joel Alvarez, Senior Management Analyst and Leslie Richter, Senior Recreation Director I, Partnership Division.