

APPROVED

REPORT OF GENERAL MANAGER

NO. 10-126

DATE May 17, 2010

MAY 17 2010

C.D. ALL

BOARD OF RECREATION
and PARK COMMISSIONERS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BOARD POLICY ON PARTNERSHIPS – AGREEMENT FORMS

R. Adams	_____	F. Mok	_____
V. Israel	_____	K. Regan	_____
H. Fujita	_____	M. Shull	_____
S. Huntley	_____		

*AS Amended
see Attached*

[Handwritten signature]

[Handwritten signature]
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the attached Partnership Agreements for long-term partners and program partners as described in the body of this report, subject to the approval of the City Attorney as to form; and,
2. Direct the Board Secretary to transmit the Partnership Agreements to the City Attorney for review and approval as to form; and,
3. Instruct staff to continue moving forward with the recommendations of the partnership committee described.

SUMMARY:

In October 2009, the Board, through Board Report No. 09-261, approved a policy on Partnerships. This policy addressed, in an easy to follow format, the evaluation criteria and justifications for entering into a partnership agreement with individuals, entities, or organizations for the benefit of the community. For many years, the Department has entered into agreements with outside entities and individuals to provide services or programs at Department facilities. Generally, these agreements are sought because the Department is unable to provide the services or benefits or deems that the service or benefit is in the best interest of the community. The policy approved provides staff with a standard for evaluating potential "partners".

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When the Board approved the policy, it also approved a list of recommended further actions. A copy of the attachment that lists the recommended actions is attached to this report. The purpose of this report is to obtain the Board's approval for the proposed two forms of the Partnership Agreement. This action will satisfy the second action item in the referenced list.

Partnership Agreement Forms:

After much deliberation and discussion, the partnership committee has proposed that the form of the agreements used shall be limited to two. The first type will be called "Program or Short-term Partnership Agreement" (Attachment A). This type will include all agreements with a monetary value of under \$100,000 per year and/or not exceed a term of three years. This would typically encompass the one or two person programs that offer a dance class, etc. It will also include the private entities that may want to sponsor a basketball clinic, recreational or athletic program, etc. that may be limited to a few seminars/classes per year. The basis for determining the monetary value of programs to be offered by the partner will be determined by the cost of the program if provided by the Department.

The second type will be called "Long-term Partnership Agreement" (Attachment B). This type will include all agreements with a monetary value of \$100,000 or more per year and/or exceed a term greater than three years. This would typically include the more established and larger non-profit organizations that look to provide more involved programs such as senior care programs.

Both agreement types contain essentially all the Department and City requirements for contracting with outside entities. However, the City Attorney must still review and approve the documents as to form.

There are still other tasks listed on the further actions recommended list as approved by the Board. Department staff will report on its progress on these actions at future Board meetings.

City Council Non-profit Lease Subsidy and Real Property Sale Policy:

On April 20, 2010, a joint committee of the Information Technology and Government Affairs and the Budget and Finance Committees approved the recommendations of a joint report by the Chief Legislative Analyst and the City Administrative Officer concerning a proposed Non-profit Lease Subsidy and Real Property Sale Policy. Essentially, the policy proposes that all non-profit organizations using City property must pay market rent and all utility costs related to the permitted use. It further allows that Councilmembers may elect to subsidize the rental payment of the non-profit using other City funds under their control. The other half of the proposed policy refers to the sale of real property to non-profit organizations. This portion of the policy does not concern the Department since the City Charter precludes us from selling or disposing of dedicated parkland.

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The joint report also recommended that the Board of Commissioners of the Airport, Harbor, Water and Power, Recreation and Parks, and the Library consider adopting a similar policy to the extent possible and that a written response on its applicability be submitted to the Budget and Finance Committee. Department staff has already provided the City Administrative Officer with information on the Board's Policy on Partnerships. Staff is also currently reviewing and evaluating this proposed policy. A cursory review indicates that certain provisions of the policy may conflict with the approved Board Policy on Partnerships. Also, there may be some provisions which may enhance the Board's current policy. If needed, staff will provide a report on this matter at a future meeting.

Fiscal Impact Statement:

Adoption of the proposed Partnership Agreement Forms has no foreseen negative impact on the General Fund.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Real Estate and Asset Management, Planning and Development Division.

EXCERPT FROM THE MINUTES OF THE SPECIAL MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
MAY 17, 2010

GENERAL MANAGER'S REPORT:

10-126

BOARD POLICY ON PARTNERSHIPS - AGREEMENT FORMS

President Sanders motioned an amendment that the Agreements include language that states that they will replace existing agreements.

Motion

It was moved by President Sanders, seconded by Commissioner Sánchez that Report No. 10-126 be approved as amended. There being no objections, the Motion was unanimously approved.

Program Service Partnership Agreement
Between
The City of Los Angeles
Department of Recreation and Parks
And
[Insert ORGANIZATION NAME]

This agreement is entered into this *[insert date]* day of *[insert month & year]*, by and between the City of Los Angeles Department of Recreation and Parks (RAP), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as the **DEPARTMENT**), and **[insert ORGANIZATION NAME]** for services at **[insert SITE LOCATION]** located at **[insert Address: XXXX ADRESS, CITY, CA. XXXXX.]**

I. Scope of Partnership

Under the guidance of the **Department's Facility Director, District Supervisor, or Region Superintendent** (*dependant on the scope of the partnership*), **[insert Facility (ies) Name]** requesting service, **[insert Company Name]** will provide **[insert agreed upon service provided by the company.]** Dates, times and duration of partnership shall be agreed upon by the **Department** and the **[insert Company Name]**.

[Insert description of program organization will provide as well as times and dates of the programming];

A. **[Insert Company Name]** will:

Program Space Use

1. Provide the materials, recreational, and instructional supplies, and equipment necessary to implement successful programs.

2. Submit evaluation plan to the Department in writing and supply program statistics on a quarterly basis for inclusion in RAP's Quarterly Program Report.
3. Maintain any areas designated for its use in a clean and orderly condition after program activities are concluded;
4. Reimburse the City of Los Angeles for any damages to assigned space or facility caused by *[insert name of organization]*, its employees and/or representatives;
5. 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. The documentation of this written consent must be provided to the Department prior to photographs being taken;
6. *[insert name of organization]* will be responsible for all costs related to the operation of programs (see Compensation and Schedule of Payment section).

Staffing

1. Provide adequate staff to provide supervision and safety monitoring *[for whatever program the specific partnership will provide]*;
2. Provide the Department with a list of employees and/or volunteers working on this program. All staff and volunteers working this program must be registered as RAP volunteers and will not be able to engage in any program until cleared through RAP Human Resources.

Insurance & Indemnification

1. Provide certification of a minimum liability insurance coverage of \$1,000,000 to operate program(s) on the designated site listed in this agreement;
2. The Department and *[Insert name of organization]* agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions, including attorney's fees and expert costs. The Department shall be responsible for damages caused by the negligence of its directors, officers, and employees occurring in the performance of this Agreement. *[Insert name of organization]* shall be responsible for damages caused by the negligence of its directors, officers, and employees occurring in the performance of this Agreement. It is the intention of the Department and *[Insert name of organization]* that the provisions of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, and employees.

Marketing

1. *[Insert name of organization]* will actively engage in community outreach and must formally recognize the Department as a partner in promotional materials including the acknowledgement of the Department's contributions in promotional materials and the use of the City of Los Angeles and Department of Recreation & Parks logos (with advance approval from the site's region office) in promotional materials as it pertains to the partnership between *[insert name of organization]* and the City of Los Angeles, Department of Recreation & Parks;
2. Collaborate with the Department on publicity efforts to promote the partnership, mentoring program, program activities and special events. It is important that Department representatives approve all publicity efforts prior to distribution to the public;

B. **The Department** shall:

1. Collaborate with *[insert name of organization]* on the *[insert name of program]* to be conducted as designated in this agreement and ensure that adequate recreational and classroom space is available;
2. Provide the *[insert name of organization]* program staff and volunteers with access to the facility to *[insert actions of the program]*, including space as deemed necessary by the Department in which to conduct administrative functions related to these programs;
3. Collaborate with *[insert name of organization]* on promoting the partnership, *[insert name of program]*, and special events;
4. Provide the City and Department logos and name (with advance approval from the Region Office of the designated site) as necessary to promote the partnership, *[insert name of organization]*'s sponsored program, activities and events;
5. Formally recognize *[insert name of organization]* as a partner;
6. Register all program participants in the RAP online catalog;
7. The Department reserves the right to modify the days and hours of operation at its facility in the event of an emergency or unanticipated event.
8. *[Insert other items that may be site specific in relation to what the Department provides in this partnership.]*

II. Terms of Performance:

- A. Term of this agreement shall be from **[insert start date]** to **[insert end date]**.

- B. A Program Service Partnership Agreement is valid for the dates designated above (not to exceed one year). Upon Recreation Management approval this agreement has an option of two consecutive renewals until re-application is required.

III. Compensation and Schedule of Payment:

\$_____.00 Utilities Expense (indicate as applicable)

_____Electricity _____ Gas _____ Water;

\$_____.00 Security Services;

\$_____.00 General Operations Staffing and Monitoring

\$_____.00 Total.

Incorporation of Documents:

- A. This contract and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements.

- B. Additional services may be added to this agreement and will be subject to the Department's Rates and Fees Schedule.

- C. This agreement is executed in duplicate, each copy of which shall constitute an original document.

- D. Termination of this agreement may occur for failure or refusal to perform by either Party in accordance with the designated terms above. This agreement may be terminated, in whole or in part, by either Party hereto upon thirty (30) days advance written notice. The foregoing notwithstanding, City of Los Angeles, Department of Recreation and Parks may terminate this agreement at any time as it deems, in its sole discretion, to be in the best interest of the Department or the City of Los Angeles, as stipulated in the RAP Partnership Handbook. Upon termination of the agreement, *[insert name of organization]* shall immediately cease and desist from performing any activities previously agreed upon in this document.
- E. The "Standard Provisions for City Contracts" (Rev. 03/09) are attached hereto as Exhibit A incorporated herein by reference. In caser of any conflict between Exhibit A and this Agreement, this Agreement shall take precedence.

[Signature Page to Follow]

[Insert organization name]

City of Los Angeles,
Department of Recreation & Parks

Organization's Representative
Signature

City Representative Signature

Print Representative's Name

Print Representative's Name

Representative's Title

Representative's Title

Representative's Title

Date

Date

**PARTNERSHIP AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
[NAME OF PARTNER ORGANIZATION]**

This Partnership Agreement (“Agreement”) is entered into as of _____, 20____, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and [NAME OF PARTNER ORGANIZATION], a California 501C(3) non-profit, corporation; entity within the City of Los Angeles; for-profit corporation; etc... (“PARTNER”) with reference to and based upon the following.

This AGREEMENT applies to the following property and improvements under CITY’s jurisdiction (“Property”), as defined by the legal description and/or site map attached hereto as Exhibit-A, for the purposes included in Section 7 of this Agreement (“Permitted Uses”) and if necessary, more fully described on the Permitted Uses Sheet attached hereto as Exhibit-B. Authorized use of the Property shall also be performed, if applicable, in compliance with the agreed-upon requirements (“Performance Requirements”) included on the Performance Requirements Sheet attached hereto as Exhibit-C. *If applicable, include supplementary wording such as: “any and all buildings, structures and other improvements that currently exist or that may be erected on or affixed to the Property, including the following components: (a) all landscaping, exercise stations and pedestrian paths within the Property; (b) all fixtures, play equipment, sports fields or courts and operating equipment within the Property and (c) all components of the plumbing, lighting, heating, security and electrical systems within the Property.*

1. **Grant of License**. In consideration of the anticipated benefits to the public for park purposes, and the terms and conditions contained herein, the sufficiency

of which is mutually acknowledged, CITY grants to PARTNER this Agreement authorizing use of the Property for the Permitted Uses set forth below, and if applicable, in compliance with the Performance Requirements attached hereto as Exhibit-C. This Agreement is granted to PARTNER, who is obligated and agrees to be solely responsible for certain costs associated with the operation and maintenance of the Property, also set forth below.

2. **Term**. The performance period authorized under this Agreement (for ease of reference, shall be referred to herein as “Term”) shall be a maximum of _____ years, subject to annual performance evaluations (“Performance Reviews”) conducted by the Department of Recreation and Parks (“Department”) to determine the feasibility and benefit of continuing the partnership under this Agreement. Continuance of CITY’s partnership with PARTNER shall be contingent upon a favorable Performance Review, which shall include (i) an evaluation of PARTNER’s compliance with the terms and conditions of this Agreement; (ii) fulfillment of PARTNER’s operational obligations under this Agreement, including the provision of programs and services performed under the Permitted Uses specified herein as Exhibit-B; and, (iii) completion of all Performance Requirements included herein as Exhibit-C (if applicable).

a) CITY and PARTNER mutually agree to a series of yearly Performance Reviews. CITY’s approval to continue said partnership shall be based solely on its findings obtained through the Performance Review process, which can include interviews with Department’s operations and maintenance staff at the Property.

b) This Agreement shall take effect on the date set forth above. The Agreement shall end upon the expiration of the Term of this Agreement, or the earlier of (i) a written termination notice from CITY to PARTNER, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of

PARTNER's performance or termination for cause during the Term; or, (ii) the date that PARTNER ceases to operate at the Property; or, (iii) PARTNER implements the general termination provision described herein.

- c) The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of PARTNER's corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in PARTNER's purposes or function as contained in PARTNER's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by PARTNER, as described herein; or (iv) the failure of PARTNER to use the Property for any of the "Permitted Uses" or fails to comply with the agreed upon Performance Requirements, 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 Property, or for reason beyond PARTNER's control.

3. **Annual Performance Reviews.** Every year during the life of this Agreement, for purposes of completing the Annual Performance Review process, PARTNER shall submit to CITY during the period of June 25th through July 5th of each current year, an annual performance or programmatic report ("Performance Report") using the form attached hereto as Exhibit-D which shall be incorporated herein by reference. CITY shall conduct such Performance Reviews annually and based on CITY's findings, shall determine if CITY wishes to continue its partnership with PARTNER through this Agreement. CITY shall not unreasonably withhold its determination. The Annual Performance Reviews shall include, but not be limited to,

other matters requiring CITY's approval, such as compliance with the terms and conditions of this Agreement, adequacy of PARTNER's funding, PARTNER's operations and maintenance of the Property, public's participation in PARTNER's programs, and PARTNER's cooperation with CITY staff. PARTNER shall provide such additional information as CITY may reasonably request.

4. **Access to the Property.** PARTNER and any authorized third party associated with PARTNER's activities at the Property 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 Property for purposes of fulfilling normal duties or in the case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate PARTNER activities involving the Property.

5. **Days and Periods of Use.** PARTNER shall be entitled to use the Property for public programs and services, recreational uses and functions, events, and other agreed upon uses during days and times stated here: [Specify Dates, Days, and Hours] _____ ("Permitted Times).

6. **Permitted Uses.** The Property shall be used for public programs and services, recreational uses and functions, events, and other agreed upon uses related to or incidental to park and recreational purposes found at other CITY park sites. PARTNER shall operate and maintain the Property efficiently and economically, at its sole cost and expense, and shall cooperate with CITY to that end. PARTNER shall use the Property during the Permitted Time(s) specified above, in order to operate and maintain the Property as [Stated Purpose], which shall include, but not be limited to, the activities and related incidental purposes defined in Exhibit-B (Permitted Uses Sheet) of this Agreement.

PARTNER may seek to expand and/or change the scope of Permitted Uses with CITY's prior written consent through an amendment to this Agreement, subject to approval by the Board of Recreation and Park Commissioners.

PARTNER, at its sole cost and expense, shall provide sufficient staff necessary to perform the operations of programs and/or services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to provide the public with such programs and/or services to the reasonable satisfaction of CITY.

PARTNER's staffing of the Property shall comply with applicable CITY, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc, whether employee or volunteer.

PARTNER shall punctually pay or cause to be paid, all of the obligations incurred in connection with the operation of the Property. PARTNER shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with PARTNER's use of the Property.

7. **Parking.** During the Term of this Agreement and during Permitted Times specified above in Section 5 of this Agreement, PARTNER, its staff, and public patrons and/or guests, whether or not involved in PARTNER activities at the Property, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the Property on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved by CITY.

8. **Maintenance and Repair of Property.** During the Term of this Agreement, and subject to the terms and conditions contained herein, CITY and PARTNER agree, as indicated below, to one of the following provisions for the Maintenance and Repair of the Property (select "a" or "b"):

a) _____ Maintenance of Property by PARTNER.

Pursuant to the mutual agreement of CITY and PARTNER, PARTNER, at its sole cost and expense, shall provide staff and perform the functions of daily maintenance and/or repair of the Property, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.

PARTNER, at its sole cost and expense, shall perform or cause to be performed all required maintenance and repair of Property improvements, in accordance with the frequency and standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.

PARTNER's staffing of the Property shall comply with applicable CITY protocols for recreation and maintenance staff such as, for example, background checks, finger printing, etc.

PARTNER shall punctually pay or cause to be paid, all of the obligations incurred in connection with the maintenance and repair of the Property. PARTNER shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with PARTNER's use of the Property.

b) _____ Maintenance of Property by CITY.

Pursuant to the mutual agreement of CITY and PARTNER, CITY agrees to provide maintenance and/or repair services to the Property as indicated below in Section 9 of this Agreement.

9. **Consideration.** The consideration for this Agreement in exchange for PARTNER's use of the Property shall be either (select one):

a) _____ With the exception of required payments for utility expenses associated with PARTNER's use of the Property, no fees shall be due to PARTNER pursuant to this Section 9(a) of this Agreement. PARTNER's consideration to CITY shall be PARTNER's provision of programming, services, maintenance, and/or repair of the Property, at no cost to CITY, pursuant to the terms and conditions of this Agreement, for recreation and/or park purposes together with the attendant benefits to the People of the City of Los Angeles.

b) _____ The payment by PARTNER of a total monthly fee ("Use Fee") in the amount of \$_____, with reference to Partnership Agreement No._____. Said Use Fee corresponds to the sum of sub-fees paid by PARTNER in exchange for allowances and services provided by CITY in support of PARTNER's operation of the Property:

\$_____.00 PARTNER's authorized use of the Property;

\$_____.00 Monthly fee for interior custodial services;

\$_____.00 Monthly exterior grounds maintenance services;

Partnership Agreement No. _____

\$_____.00 Utilities Expense (indicate as applicable)

_____ Electricity _____ Gas _____

Water;

\$_____.00 Security Services;

\$_____.00 General Operations Staffing.

Total: \$_____.00

10. **Utilities.** Pursuant to Department policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other partners, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the Property, such as gas, water, electricity, telephone, cable, trash removal, etc., shall be the sole responsibility of PARTNER. Such utility expenses shall be paid either directly by PARTNER to utility service provider(s) or through a Monthly Use Fee (to be determined by CITY) paid to CITY in the amount indicated above in Section 9 of this Agreement. CITY shall bear no costs in this regard.

11. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the Property without prior written authorization by CITY. PARTNER 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 PARTNER.

When proposing a project involving any alterations, additional improvements, and/or replacements to the Property, PARTNER 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 possible recommendation to the Board of Recreation and Park Commissioners (Board) if necessary, for conceptual approval of the proposed project. The proposal should include but 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, PARTNER will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the Board's authority and/or this Agreement.
- c) Depending on the proposed project scope of work and magnitude, PARTNER may be assessed an administrative fee, to be determined by Department, 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 the Board's conceptual approval of the proposed project.
- d) If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude;

- e) When prepared, PARTNER 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) CITY and PARTNER shall submit a proposed development agreement and final plans and specifications, respectively, to the Board for its consideration and final project approval;
- g) PARTNER 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) PARTNER shall submit approved plans and specifications for final approval, to:

Superintendent, Planning and Construction Division
Department of Recreation and Parks
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012
- i) Commence construction in coordination with CITY staff.

12. **Insurance.** *(applicable if PARTNER is non-profit)* Before occupying the Property under this Agreement and periodically as required during its Term, PARTNER

shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. PARTNER or any third party providing work or services under this Agreement shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. PARTNER will see 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-E, which is incorporated herein by reference. PARTNER shall maintain "all risk" insurance to protect CITY and PARTNER "as loss payees as their interests may appear" against loss or damage to the improvements on the Property, including from perils such as fire, vandalism and malicious mischief.

PARTNER 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 PARTNER sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to PARTNER.

If any of the required insurance contains aggregate limits or applies to other operations of PARTNER outside of this Agreement, PARTNER shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in PARTNER's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. PARTNER 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.

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, PARTNER will provide CITY at least thirty (30) calendar days 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 PARTNER.

PARTNER'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; PARTNER agrees to reimburse CITY for all money so paid.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of PARTNER's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

13. **Indemnification.** *(Applicable if PARTNER is non-profit)* Except for the active negligence or willful misconduct of CITY, PARTNER undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all 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 and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including PARTNER's employees and agents, arising in any manner by reason of or incident to the performance of work under this Agreement on the part of PARTNER and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the Property because of PARTNER's active negligence or willful misconduct. PARTNER agrees that any third party working or providing services within the Property will indemnify and hold harmless the City of Los

Angeles and its officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the PARTNER, excepting the active negligence or willful misconduct of PARTNER.

14. **Insurance.** *(Applicable if PARTNER is a City or other government entity)*

PARTNER agrees that it and any third party providing work or services within the Property under this Agreement will obtain and keep in force during the Term of the Agreement the insurance coverages in the types and amounts approved by the City Risk Manager. PARTNER will maintain written evidence of said insurance. PARTNER and any such third party shall also list the City as an additional insured. If requested by CITY, PARTNER will make said evidence available to CITY.

15. **Indemnification.** *(Applicable if PARTNER is a City or other government entity)*

PARTNER agrees that it and any third party providing work or services within the Property under this Agreement will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors, PARTNERS and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the PARTNER, excepting the active negligence or willful misconduct of PARTNER. PARTNER agrees that said indemnification will be to the satisfaction of the City's Risk Manager.

16. **Casualty and Condemnation.** PARTNER shall be excused from its obligations in this Agreement with respect to the operation, maintenance and repair of any portion of the Property or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to PARTNER's use.

17. **Hazardous Substances.** CITY and PARTNER agree that the Property shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. PARTNER shall use the Property 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 PARTNER to any governmental agency or third party under applicable statute.

18. **Publicity.** CITY and PARTNER 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 Property, the acquisition of any real property, or construction of any improvements at the Property, except as may be legally required by applicable laws, regulations, or judicial order. CITY and PARTNER agree to notify each other in writing of any press release, public announcement, marketing or promotion of the Property. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or PARTNER, shall appropriately acknowledge the contributions of both CITY and PARTNER. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the CITY and PARTNER 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 PARTNER 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 PARTNER; including elected officials and public officials. Similarly, any document, written report, or brochure

prepared by either CITY or PARTNER, 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.

PARTNER 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 Partnership with the City of Los Angeles Department of Recreation and Parks,”

19. **Breach or Default by PARTNER.** The following occurrences constitute events of breach or default of this Agreement: PARTNER materially fails in the performance of any provision or condition of this Agreement, including but not limited to failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the Property as specified herein. PARTNER’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.

20. **Breach or Default by PARTNER – CITY’s Remedies.** Upon the occurrence of one or more events of breach or default by PARTNER, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this Agreement or available in law or equity, initiate any of the following:

(a) **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to PARTNER, and if PARTNER 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 PARTNER, terminate this Agreement without further delay, whereupon PARTNER shall vacate the Property within fourteen (14) 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 PARTNER, perform or cause to be performed any of PARTNER's unperformed obligations under this Agreement. CITY may enter the Property 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.

20. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or PARTNER 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 PARTNER 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:

Director of Real Estate and Asset Management
Department of Recreation and Parks
City of Los Angeles
221 North Figueroa Street, Room 100
Los Angeles, California 90012-2639
Tel.: (213) 202-2608; fax: (213) 202-2611

Partnership Agreement No. _____

With a copy to (If needed): name and address, phone and fax

If to PARTNER: (name and address, phone and fax)

With a copy to (If needed): (name and address, phone and fax)

21. **Records and Accounts.** CITY has a public responsibility to ensure that facilities provided to partners are being operated in a manner consistent with CITY standards, requirements, procedures, and protocols. Licensee shall keep proper books of records and accounts in which complete and correct entries shall be made relating to the programs, services, including operations, maintenance, and repairs provided within the Property, with said documentation to be separate from the record keeping for any other activity conducted by PARTNER not related to the Property, and shall be kept on file and available to CITY for the entire Term of this Agreement and a period of three (3) years beyond the date of termination or expiration.

22. **Representations and Warranties.** CITY and PARTNER 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 PARTNER, enforceable in accordance with its terms and conditions.

23. **Entire Agreement.** This Agreement contains the entire set of terms, conditions, and provisions between CITY and PARTNER with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are superseded in total by this Agreement. The content of this Agreement shall be construed as a whole according to common meaning and not strictly for or against either party.

24. **Headings and Terms.** The paragraph headings and capitalized terms contained herein are for convenience and reference, are not intended to define or limit the scope of any provision of this Agreement and do not necessarily have a connection to the meaning that might otherwise be attached in a context outside of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural.

25. **Ordinance Provisions.** The current "Standard Provisions for City Contracts" are incorporated herein by reference and attached hereto as Exhibit-F. If there is any conflicting language between the "Standard Provisions for City Contracts" and this Agreement, the language of this Agreement shall prevail. PARTNER will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

26. **Severability.** If any Section, subsection, sentence, clause or phrase of this Agreement or the application thereof is held invalid or unenforceable, it shall be

deemed severable and the remainder of this Agreement or the application thereof shall not be affected.

27. **Rights Cumulative.** The rights and remedies given to CITY and PARTNER under this Agreement shall be deemed cumulative and none shall be exclusive of any others or of any right or remedy that such party might have due to a default under this Agreement. The exercise of any such right or remedy by either CITY or PARTNER shall not impair such party's standing to exercise any other right or remedy contained in this Agreement.

28. **Modification or Amendment.** All modifications and amendments to this Agreement shall be in writing, incorporated herein by reference and attached hereto as Exhibit-G. It is recognized that the operation, maintenance, and repair of the Property will require close cooperation between PARTNER and CITY and that, over time, changes will be needed with respect to these tasks. Certain matters have been covered in this Agreement in general terms only; details may be set forth in an amendment to be executed from time to time to supplement this Agreement. Each amendment shall be approved by the Board and authorized representatives of PARTNER and shall become a part hereof.

29. **Assignment of Agreement.** The provisions of this Agreement pertain to the PARTNER. Any attempt by PARTNER to assign any of its rights or privileges contained herein shall be null and void unless PARTNER has obtained the prior written consent of CITY.

30. **Approval of Sub-agreements.** Any operations concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the Property shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date PARTNER proposes to implement any sub-agreement. No sub-

agreement shall take effect unless approved by CITY. PARTNER shall require all individuals and organizations intended to provide programs or services within the Property to agree in writing to abide by all conditions set forth in this Agreement.

31. **Governing Law.** This Agreement shall be governed by the laws of the State of California and by the laws of the City of Los Angeles. PARTNER shall also require compliance from all agents, employees or third parties providing work or services within the Property.

32. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original, and all of which taken together shall constitute but one and the same Agreement.

33. **Termination.** In addition to termination for an uncured breach or default, or if PARTNER ceases to operate under this Agreement, either CITY or PARTNER may terminate this Agreement by giving the other sixty (60) calendar days advanced written notice.

CITY reserves the right to terminate this Agreement at its sole discretion, for convenience, emergency, or necessity. If CITY should elect to terminate this Agreement, PARTNER agrees to immediately cease all operations and other activity and to peacefully surrender the Property to CITY.

[SIGNATURE PAGE FOLLOWS]

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

Executed this _____ day
of _____, 2010

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its Board
of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____
CARMEN A. TRUTANICH,
City Attorney

By _____
SR. ASSISTANT CITY ATTORNEY

Executed this _____ day
of _____, 2010

PARTNER:
[Legal Name and Status]

By _____
Title

By _____
Title

ATTEST:

Date: _____
JUNE LAGMAY, City Clerk

By _____
DEPUTY CITY CLERK

City Contract No.: _____ Date of Approval: _____

EXHIBIT-A

Property Site Map – Legal Description

Partnership Agreement No. _____

Property Site Map

Legal Description

EXHIBIT-B

Permitted Uses Sheet

The Property shall be used for public programs and services, recreational uses and functions, events, and other agreed upon uses related to or incidental to park and recreational purposes found at other CITY park sites. PARTNER shall operate and maintain the Property efficiently and economically, at its sole cost and expense, and shall cooperate with CITY to that end.

The following are the Permitted Uses under this Partnership Agreement:

A) Description of Authorized Use of Property:

B) Description of Programs and Services:

C) Description of Maintenance Responsibilities:

_____ **To Be Performed By CITY, as Described Below:**

_____ **To Be Performed By PARTNER, as Described Below:**

EXHIBIT-C

Performance Requirements Sheet

PARTNER agrees to the following:

- A) In addition to the terms and conditions of Partnership Agreement No. _____
_____ (Agreement), authorized use of the Property shall also be performed, if applicable, in compliance with agreed-upon Performance Requirements.

- B) The Term of this Agreement shall be contingent upon PARTNER completing the following Performance Requirements, to the satisfaction of Department, within the specified time, and in the manner stipulated.

- C) In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this Agreement, the provisions of this Agreement shall prevail. Omission of any requirement contained in the Agreement from this Performance Requirements Sheet shall not relieve PARTNER from responsibility for compliance with such requirement.

Performance Requirements:

- 1) _____

- 2) _____

- 3) _____

- 4) _____

5) _____

EXHIBIT-D

Partner Performance Report

The mission of the of Recreation and Parks partnerships is to build productive relationships between or among a park site, district, region, or the Department as a whole, and a non-profit or for-profit organization that enhances resources to maximize the delivery of services and greater programming opportunities for communities, through expanding facility utilization.

In order to achieve and continue the above objectives, the Department must ensure that all Partner obligations are being fulfilled and benefits to the community are being provided on a continuous basis. Please complete the following Performance Report and provide to the Department representative designated under this Agreement.

Pursuant to Section-4 of this Agreement (Annual Performance Reviews), the completed Performance Report must be submitted to the Department between the period of June 25th and July 5th of each current year during the Term of this Agreement.

Separate sheets may be attached as necessary.

A. Partner Organization Information:

- 1. On a monthly average, how many staff worked for your organization this past year and in what capacity?**

- 2. Among those on staff, how many are licensed or certified and in what field?**

- 3. How many staff were paid employees and how many were volunteers?**

4. How many staff are residents of the community served?

B. Program/Service Information:

1. What is the scope of the subject program/service and does it conform to the scope of programs/services specified in this Agreement?

2. What community is being served primarily?

3. What segment of the community is being served (age group, gender, specially challenged, etc...)?

4. What is the community participation rate (number of participants compared to community population as a whole)?

5. What is the cost of the program/service to the community and is it comparable to other similar programs/services being provided by other organizations within the same or neighboring communities?

6. How did Partner enhance recreational opportunities within the subject community?

7. Did Partner achieve its goals and objectives this past year?

C. Program/Service Outreach to the Community:

1. What outreach efforts did Partner implement to advertise, publicize, and/or provide information to the community to attract participation? (if possible, attach samples or copies)

2. Among the outreach instruments implemented, which was the most effective?

3. Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?

D. Partner Financial Data:

1. What is Partner's total annual operating budget, and what is the breakdown?

2. What is Partner's source of funding to pay for operations, maintenance and staffing?

E. Additional Information:

EXHIBIT-E

Insurance Requirements

EXHIBIT-F

Standard Provisions for City Contracts

Partnership Agreement No. _____

EXHIBIT-G

Amendments