

**APPROVED**  
OCT 23 2019  
BOARD OF RECREATION  
AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 19-207

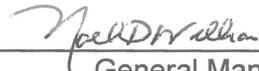
DATE October 23, 2019

C.D. 10

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT: BALDWIN HILLS RECREATION CENTER – FIRST AMENDMENT TO CONTRACT NO. 3566 BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND MIRACLE LEAGUE LOS ANGELES TO EXTEND THE TERM FOR AN ADDITIONAL TWO YEARS**

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>NDW</u>

  
\_\_\_\_\_  
General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

**RECOMMENDATIONS:**

1. Approve the proposed First Amendment to Contract No. 3566 (Amendment) with Miracle League Los Angeles, attached hereto as Attachment 1, to extend the existing term of Contract No. 3566 by two (2) additional years, subject to approval by the Mayor and City Council;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Amendment concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and City Council for approval, and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals, and authorize the Department of Recreation and Parks' (RAP) General Manager or designee, if needed, to make any technical changes to the Amendment to carry out the intent of this Report prior to executing the Amendment.

**SUMMARY:**

Miracle League Los Angeles (Miracle League) is a California 501 (c)(3) non-profit corporation founded in 2015, whose principal mission is dedicated to providing opportunities for children and young adults with special needs to be able to play sports of various types, regardless of their abilities. Miracle League also promotes community support and sponsorship of sports leagues

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for persons with special needs. On March 16, 2016, the Board approved Contract No. 3566 (Agreement), which allowed Miracle League to operate a baseball league for children of all abilities at the Baldwin Hills Recreation Center's universally accessible ball field ("UA Field").

Under the Agreement, Miracle League operated a fall season baseball program (September – November) and spring program (March – May) each year during the three (3) year term. Games were played on Saturdays between the hours of 9:00 am to 5:00 pm (collectively, "the Program"). Each year, Miracle League welcomed new players and returning families. Children of all ages and abilities were accepted regardless to their inability to pay the nominal fee of Fifty Dollars (\$50.00).

Compared to other leagues of a similar nature, Miracle Leagues' growth over the past few years has been impressive, and very successful in serving individuals with special needs. Miracle League experienced the same challenges as other leagues in trying to generate league participation at an increasing rate like most sports leagues, and in this case were successful in maintaining a steady participation level of about sixty (60) to one hundred (100) participants per season each year. Most players have consistently returned each season, but approximately 10% to 20% of the players are new each season. The response has been positive, with many players appearing to have become "Miracle Leaguers" for life. Miracle League is committed to growing their league and is continuously looking for opportunities to serve more people.

The current Agreement will expire on November 30, 2019. Miracle League has expressed confidence and the willingness to continue fulfilling their obligations and commitments to operate the Program for two (2) additional years under the Agreement's existing terms and conditions. Therefore, RAP staff recommends approval of the proposed Amendment which only extends the Agreement Term, leaving all other provisions unaffected. With the Board's approval, Miracle League will continue serving children and adults with special needs for the benefit and enjoyment of not only the participants, but also their families and the Baldwin Hills community through Miracle League's operation of the Program and enhancement of RAP's existing Recreation Center activities.

### FISCAL IMPACT:

The proposed Amendment will have no adverse impact on RAP's General Fund as costs and expenses associated with Miracle League's operation of the Program and use of the UA Field will be paid by Miracle League, at no cost to the City.

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### STRATEGIC PLAN INITIATIVES AND GOALS

**Goal No. 6:** Build Financial Strength & Innovative Partnerships

**Outcome No. 3:** In collaboration and coordination with nonprofit organizations for the expansion and development of recreational programming and public services.

This Report was prepared by Joel Alvarez Senior Management Analyst II, and Edneisha Lee, Management Assistant, Partnership Section.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Amendment to Contract No.3566
- 2) Contract No. 3566

FIRST AMENDMENT TO CONTRACT NO. 3566  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MIRACLE LEAGUE LOS ANGELES  
FOR CONTINUED USE OF THE  
BALDWIN HILLS RECREATION CENTER  
UNIVERSALLY ACCESSIBLE BALL FIELD

This FIRST AMENDMENT TO CONTRACT NO. 3566 (AMENDMENT) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners (CITY) and Miracle League Los Angeles, a California 501(c)(3) non-profit corporation (ORGANIZATION). CITY and ORGANIZATION may be referred to herein individually as "Party", or collectively as "Parties."

WITNESSETH

WHEREAS, on March 16, 2016, the Board of Recreation and Park Commissioners approved Contract No. 3566 between CITY and ORGANIZATION, allowing ORGANIZATION to utilize the Baldwin Hills Recreation Center's (Center) Universally Accessible Ball Field (Field) for the benefit and enjoyment of children with all abilities, but particularly those with special needs, to participate and play baseball through an organized league (Report No. 16-071); and,

WHEREAS, Contract No. 3566 (AGREEMENT) was executed on December 1, 2016, for a three (3) year term expiring on November 30, 2019; and,

WHEREAS, ORGANIZATION and RAP mutually agreed that that it would be in the best interest of the ORGANIZATION'S program participants, the community, and RAP, for ORGANIZATION to continue its collaboration with RAP by extending the term of the AGREEMENT for two (2) additional years such that the AGREEMENT expires on November 30, 2021, under substantially the same terms and conditions of the AGREEMENT; and,

WHEREAS, CITY accepts ORGANIZATION's offer to continue this collaboration of providing the community with access to recreational activities suitable for all children, regardless of athletic or physical abilities; and

WHEREAS, the term of the AGREEMENT will expire on November 30, 2019, and the Parties have mutually agreed to extend the term of the AGREEMENT for an additional two (2) years, with the amended term now extending through and until November 30, 2021, with all other provisions remaining unaffected.

Supplemental Agreement to Contract No. 3566  
Miracle League Los Angeles  
Baldwin Hills Recreation Center

NOW THEREFORE, the Parties hereby agree that the AGREEMENT is amended effective November 29, 2019 as follows:

A. Section 2 - Term and Termination

The first sentence in Section 2 of the AGREEMENT is hereby amended in its entirety and shall now read as follows:

“The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be five (5) years, to begin from December 1, 2016 and end on November 30, 2021, and subject to annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) as more fully described below in Section 3 of this AGREEMENT.”

- B. With the exception of the amendment to Sections 2 of the AGREEMENT as stated above, the remainder of the terms and conditions of Contract No. 3566 shall remain unchanged and in full force and effect. Should any provision of Contract No. 3566 conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

**[SIGNATURE PAGE TO FOLLOW]**

Supplemental Agreement to Contract No. 3566  
Miracle League Los Angeles  
Baldwin Hills Recreation Center

IN WITNESS WHEREOF, the parties have executed this AMENDMENT to Contract No. 3566 as of the day and year first above written to be made effective as of November 29, 2019.

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

MIRACLE LEAGUE LOS ANGELES, a California 501(c)(3) non-profit corporation

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

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
MIRACLE LEAGUE LOS ANGELES  
FOR THE  
OPERATION OF THE  
UNIVERSALLY ACCESSIBLE BALL FIELD  
AT  
BALDWIN HILLS RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of DECEMBER 1, 20 16, ("EFFECTIVE 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 Miracle League Los Angeles, a California 501(c)(3) non-profit corporation ("ORGANIZATION"). CITY and ORGANIZATION may be referred to herein individually as "PARTY" or collectively as "PARTIES."

**WHEREAS**, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as the Baldwin Hills Recreation Center ("PARK"), located at 5401 Highlight Place, Los Angeles, California 90016, as depicted on the site plan ("SITE PLAN") attached hereto and incorporated herein by reference as Exhibit A; and,

**WHEREAS**, the mission of ORGANIZATION is to provide opportunities for children with disabilities to play baseball regardless of their abilities, promote community support, sponsorship and construction of facilities that meet the needs of children with special needs and their families; and,

**WHEREAS**, CITY, LADF, and other contributors, collaborated to build the Universally Accessible Ball Field ("UA FIELD") at PARK. UA FIELD and all associated improvements are owned by CITY.

**WHEREAS**, ORGANIZATION has agreed to operate the universally accessible ball field at the PREMISES, in accordance with the terms and conditions herein, to fulfill the recreational special needs of the residents of the City of Los Angeles; and,

**WHEREAS**, CITY has agreed to accept this offer of operations at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on March 16, 2016 (Board Report No. 16-071).

**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 UA FIELD.**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT authority to use the UA FIELD for the operation of a Miracle League baseball program for children with special needs ("PROGRAM"), as authorized by Section 5 ("PERMITTED USES") set forth below, and described by the Program Description attached hereto and incorporated herein by reference as Exhibit B, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, and at the sole cost and expense of ORGANIZATION.

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 three (3) 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 as set forth by the EFFECTIVE 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 ORGANIZATION ceases to operate under this AGREEMENT, or CITY issues a written termination notice to ORGANIZATION effective after sixty (60) calendar days from the date of issuance due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, the other sixty (60) calendar days advanced written notice. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

If CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by

ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION 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 ORGANIZATION's control.

**3. ANNUAL PERFORMANCE REVIEWS.**

ORGANIZATION agrees to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
  - (i) An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of ORGANIZATION's obligations for the operation of the PROGRAM at the UA FIELD, specifically, as described under the PERMITTED USES specified herein, and further defined by ORGANIZATION's Program Description attached hereto and incorporated herein by reference as Exhibit B;
  - (iii) Adequacy of ORGANIZATION's funding; sufficient to sustain the PROGRAM throughout the TERM of the AGREEMENT;
  - (iv) The volume of the public's participation in ORGANIZATION's PROGRAM; and,
  - (v) ORGANIZATION's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of June 1<sup>st</sup> through July 1<sup>st</sup> of each year, an annual performance or program report ("PERFORMANCE REPORT") based on the prior fiscal year's PROGRAM activities. This PERFORMANCE REPORT shall include, but not be limited to:
  - (i) Annual Budget and Report of Expenditures;
  - (ii) Data on participants and PROGRAM results;

- (iii) Sample copies of marketing, recruitment, and press materials; and,
  - (iv) Discussion of PROGRAM changes or challenges.
- c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information following an initial 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 PARK. 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 ORGANIZATION. CITY shall not unreasonably withhold its determination.

4. **ACCESS UA FIELD.**

ORGANIZATION and any authorized third-party associated with the PROGRAM at the UA FIELD 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. Any third-party participation in the PROGRAM shall be supervised by ORGANIZATION at all times while such third-party is present on the UA FIELD, and RAP on-site Staff shall be made aware of such third-party activities. Authorized representatives, agents, and employees of CITY shall have the right to enter the UA FIELD for purposes of fulfilling their normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or temporarily terminate ORGANIZATION activities involving the UA FIELD.

5. **PERMITTED USES.**

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of RAP. Contingent upon the nature of the change, such change may require an amendment to this AGREEMENT, subject to the approval by the BOARD.

ORGANIZATION, at its sole cost and expense, shall:

- a. Provide opportunities for children with special needs to play baseball in accordance with the PROGRAM, as described by Exhibit B.
- b. Operate on the UA FIELD only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- c. Maintain the UA FIELD in accordance with Section 8 of this AGREEMENT.

- d. Provide sufficient staff and/or volunteers necessary to perform the operation of the PROGRAM, including the provision of services as agreed to herein, providing all materials, supplies, equipment and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
  - e. Ensure ORGANIZATION's protocol for selecting and authorizing any person to participate in PROGRAM activities on the UA FIELD complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PROGRAM described herein, including maintenance, such as, certifications, licensing, background checks, and fingerprinting.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROGRAM AND UA FIELD. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the UA FIELD.
  - g. 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.
  - h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the UA FIELD under any circumstances.
6. **DAYS AND PERIODS OF USE.** ORGANIZATION shall be entitled to use the UA FIELD to operate the PROGRAM, including all related public programs and services, recreational uses and functions, events, and other agreed upon uses only during designated days and times as follows ("PERMITTED TIMES").
- a. Program Operation: Saturdays 9:00 a.m. – 5 p.m.  
September – November (Fall League)  
March – May (Spring League)
  - b. Access for maintenance and PROGRAM preparation:  
Saturday 8:00 a.m. – 9:00 a.m. and 5:00 p.m. – 6:00 p.m.  
September – November (Fall League)  
March – May (Spring League)
  - c. Special Events: ORGANIZATION shall make requests for use of UA FIELD 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 sixty (60) days in advance of the particular activity or event and submitting it to the Facility Director. No application

fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, 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.

- d. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **PARKING.** During the Term of this AGREEMENT and during the PERMITTED TIMES specified above in Section 5, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the UA FIELD, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
  8. **MAINTENANCE OF THE UA FIELD.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance of the UA FIELD as described herein.
    - a. Maintenance to be performed by ORGANIZATION:
      - i. Keep the UA FIELD and the areas within twenty-five (25) feet of UA FIELD, clean and safe at all times while in use by ORGANIZATION during PERMITTED TIMES;
      - ii. Pick up and dispose of trash and debris whether by ORGANIZATION'S activity or activity of a contracted vendor, during and after use by ORGANIZATION;
      - iii. Prevent any such matter or material from being or accumulating upon the UA FIELD such that it is clearly visible to public view.
    - b. ORGANIZATION shall immediately report any damages to the UA FIELD which occur during ORGANIZATION'S operations, or by vandalism, its restoration, refurbishment, or maintenance. ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety. ORGANIZATION shall be responsible for any damage to the UA FIELD or PARK caused by ORGANIZATION'S PROGRAM activities, its participants, vendors, contractors, or other entity associated with PROGRAM activities.
    - c. 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 UA FIELD or PARK.

- d. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs when required.
9. **FUNDING.** All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the UA FIELD or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the UA FIELD, shall be applied exclusively to the operations and maintenance of the UA FIELD, including but not limited to the delivery of the PROGRAM, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of UA FIELD. If for any reason ORGANIZATION fails to secure necessary 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. ORGANIZATION may charge its patrons appropriate fees for programs, services, and/or activities offered by ORGANIZATION at the UA FIELD, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities.
10. **FUNDRAISING.** ORGANIZATION may hold fundraising activities on UA FIELD, but must obtain prior written approval for the date and time from RAP General Manager or his or her designee for each fundraising event requested no fewer than sixty (60) calendar days prior to the scheduled activity in accordance with the procedure in Section 6c. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the UA FIELD must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PREMISES, ORGANIZATION shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.h. of this AGREEMENT.
11. **CONSIDERATION.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PREMISES, shall be the provision and operation of the PROGRAM, for the benefit of children with special needs and the general public, at no cost to CITY.
12. **ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROGRAM without prior written authorization by CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any

other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

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

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or, at its discretion, pay to procure or

renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

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

14. **INDEMNIFICATION.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ORGANIZATION 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, attorney's 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 ORGANIZATION's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION 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 States, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

15. **PUBLICITY.** CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the UA FIELD or construction of any improvements at the UA FIELD, except as may be legally required by applicable laws, regulations, or judicial order. CITY and ORGANIZATION agree to notify each other in writing of any press release, public announcement, marketing or promotion of the UA FIELD prior to implementation. Further, any press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any agreement, and shall provide the opportunity for attendance and participation by representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of

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

ORGANIZATION 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”

16. **SIGNAGE.** No signs or banners (if applicable) of any kind will be displayed unless previously approved in writing by the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On signage at the UA FIELD, ORGANIZATION 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”

17. **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 PREMISES 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. ORGANIZATION shall not charge any fees for film production conducted at PREMISES.

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

19. **BREACH OF DEFAULT BY ORGANIZATION – CITY'S REMEDIES.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this



21. **REPRESENTATIONS AND WARRANTIES.** CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.
22. **NO JOINT VETURE OR AGENCY RELATIONSHIP.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
23. **RELATIONSHIP OF PARTIES.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
24. **ORDINANCES AND STANDARD PROVISIONS.** The "Standard Provisions for 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. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
25. **MERCHANDISE.** No merchandise shall be sold by ORGANIZATION on UA FIELD without the prior written consent of the RAP General Manager or his or her designee.
26. **SAFETY PRACTICES.** ORGANIZATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the UA FIELD or PARK. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the Director-in-Charge at Baldwin Hills Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the UA FIELD or PARK, shall be provided to the Director-in-Charge at Baldwin Hills Recreation Center within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) and provide RAP General Manager or his or her designee with such information upon request.

27. **SUSPECTED CHILD ABUSE.** ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities at the UA FIELD must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PREMISES. ORGANIZATION will notify the Director-in-Charge at Baldwin Hills Recreation Center within twenty-four (24) hours of any such report.

28. **RATIFICATION.** At the request of RAP, and because of the need therefor, ORGANIZATION began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

29. **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 Plan

Exhibit B: Program Description

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements and Instructions

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

In order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; and 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

MIRACLE LEAGUE LOS ANGELES, a California 501(c)(3) non-profit corporation

By:   
President

By: 

By:   
Secretary

Title: Director

Date: 11/30/2016

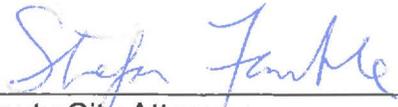
By: 

Title: CO-DIRECTOR

Date: 11/19/16

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By:   
Deputy City Attorney

Date: Dec 1, 2016

Exhibit A  
Site Plan



## Exhibit B Program Description



5412 Sepulveda Blvd Suite 3, Sherman Oaks, CA 91411  
[www.miracleleaguela.org](http://www.miracleleaguela.org)

Miracle League Los Angeles is part of over 250 current teams, and over 200,000 children that span the nation with the shared goal of giving every child, regardless of their individual special needs, the opportunity to participate in the great American pastime. Miracle League removes the barriers that keep children with mental and physical challenges off the field and lets them experience the joy of America's pastime. Since one of the main barriers for these children arises from the natural grass fields used in conventional leagues, Miracle League teams play on a custom designed, rubberized field that accommodates wheelchairs and other assistive devices while helping to prevent injuries.

But it's about more than playing a game. The Miracle League is about making new friends, building self-esteem and being treated like other kids. To help the athletes the Miracle League uses a "buddy" system – pairing each player with an able bodied peer. The result is a bond that cannot be described. The Miracle League Association serves children and adults from any mental or physical disabilities that causes them to be excluded; whether intentionally or not, from conventional youth sports.

In our first seasons we will focus mostly on a non-competitive weekend children's leagues, but as we grow we may add adult and competitive leagues. In our first Fall & Spring season our games will most likely take place on Saturdays during the day. We plan to offer a spring and fall league each year. Fall: September - November and spring: March – May (tentatively).

Players in the league will be charged a fee per Miracle League guidelines. The fee will be nominal (around \$50.00 per child), but no child will ever be turned away due to an inability to pay.

Volunteers will undergo a full background check at the time of registering. At this time out background screening does not require fingerprinting as it is all done online.

Miracle League Los Angeles is all age inclusive. Participants will be teamed based on age and ability level.

Teams will be arranged based on the individual needs of the participants (i.e. children in wheelchairs will not all end up on the same team, causing space issues in the dugout).

Exhibit C  
Sample Performance Evaluation Form



**City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION**

**COMPLIANCE CHECK FOR PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>
<b>PROJECT/PROGRAM</b>
<b>DEPARTMENT FACILITY(</b>
<b>ORGANIZATION TYPE</b> <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other
<b>AGREEMENT TYPE</b> <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other
<b>PERIOD COVERED</b>

Payments made timely and accurately	
Provides required written reports including Annual Report	
Annual report data about the program is consistent with agreement terms including costs charged to participants	
Partner's annual budget is provided; sufficient funding is in place	
Partner is in good legal standing: check Sec of State website and (if applicable) 501(c)(3) status (attach printouts)	
Responsive in communications	
Performed and provided annual surveys of participants or about program	
Provided demographic information and analysis	
Marketing material provided; includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo	
Partner web site links to the Department web site	
No unapproved marketing or public relations	
Insurance as determined by City Risk Manager is current: check website (attach printouts)	
Compliance with the other terms of the agreement	
Compliance Resolutions completed satisfactorily (if any)	
Public Complaints resolved (if any)	



**COMPLIANCE CHECK  
PERFORMANCE REVIEW - PAGE 2**

<b>ORGANIZATION</b>
<b>TITLE</b>
<b>PERIOD COVERED</b>

<b>OVERALL EVALUATION</b>	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><u>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</u></b>

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>

<b>ATTACHMENTS</b>	
<input type="checkbox"/> Flyers and PR Materials	<input type="checkbox"/> Insurance
<input type="checkbox"/> Annual Report	<input type="checkbox"/> Budget
<input type="checkbox"/> Payment Summary	
<input type="checkbox"/> Legal/Insurance Status Printouts	<input type="checkbox"/> Other: _____

**Exhibit D  
Insurance Requirements**

Form Ger 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: Miracle League Los Angeles Date: 10/22/2015

Agreement/Reference: Operation of Universally Accessible Bal Field at Baldwin 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)**

<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
---	---

WC Statutory  
EL \$1,000,000

**General Liability** 51,000,000

<input checked="" type="checkbox"/> Products/Completed Operations	<input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>
<input type="checkbox"/> 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 12 Months After Completion of Work or Date of Termination

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

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

Other: **General Notes**

1) If a contractor has no employees and decides not to cover herself/himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers Compensation Insurance Requirements" located at <http://cao.lacity.org/nisk/Insuranceforms.htm>

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

## Exhibit D

### 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](mailto: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](http://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