

APPROVED
11-16-2016
**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 16-226

DATE: November 16, 2016

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HIGHLAND PARK RECREATION CENTER – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3476 WITH OPTIONS FOR LEARNING (FORMERLY, OPTIONS – A CHILD CARE AND HUMAN SERVICES AGENCY) TO CHANGE THE LEGAL NAME OF THE ORGANIZATION, EXTEND THE TERM OF AGREEMENT, AND MODIFY PERMITTED TIMES OF USE FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____



General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Supplemental Agreement, herein included as Attachment 1, to Agreement No. 3476, between the City of Los Angeles and Options for Learning (formerly known as Options – A Child Care and Human Services Agency), a California non-profit corporation, subject to the approval of the Mayor, City Council, and City Attorney;
2. Direct the Board Secretary to transmit the proposed Supplemental Agreement to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Supplemental Agreement subsequent to all necessary approvals; and,
4. Authorize the General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving the proposed supplemental Agreement.

SUMMARY

On June 5, 2013, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3476 (Agreement), included as Attachment 2 of this Report, between the City of Los Angeles (City) and Options For Learning (Options – formerly, "Options – A Child Care and Human Services Agency), authorizing Options to operate and maintain a Head Start childcare and development program within the pool building at Highland Park Recreation Center, located at 1650 Piedmont Avenue, Los Angeles, CA 90044. Options (www.optionsforlearning.org) is a

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California State licensed, head-start program provider (Lic# 191800066), grant-funded through the Federal Government and selected via a National Head Start competitive bid process. A list of Options' Board of Directors is included as Attachment 3 of this Report.

The Highland Park Pool is a seasonal pool open only during summer months. Through the existing shared use arrangement, Options utilizes the pool building during non-summer months, in order to accommodate the Department of Recreation and Parks (RAP) Aquatics Division's operation of recreational swimming programs and activities during the summer. The Agreement, which was executed on October 2, 2013, for a three-year term, expired on October 1, 2016.

During the traditional school year, Options provides a Head Start childcare and development program to children ages three through five, who come from low-income families within the surrounding community of Highland Park. Servicing up to twenty (20) children daily, this childcare and development program encourages physical activity, demonstrates healthy lifestyle choices, helps prepare participants enrolled in the program for further success in life, while meeting the needs of special populations, including children with disabilities. Options is licensed by the State of California and operates under California Child Care Center General Licensing requirements.

The collaboration between Options and RAP has been favorable for the last three years. Communication has been open and the "walk-throughs" during which RAP Staff evaluates the facility both prior to Options occupying and vacating, have been positive, helpful, and constructive. At the most recent annual evaluation, Options met all the agreement standards through the RAP Partnership Policy annual evaluation process. During the site inspection, it was noticed that the morning program was filled to capacity with children from around the Highland Park community.

In anticipation of the Agreement's pending expiration on October 1, 2016, Options contacted the Partnership Division on August 8, 2016, and requested an extension to the term of the Agreement for an additional three years in order to continue Head Start services in the Highland Park community. Additionally, on September 23, 2016, Options again contacted the Partnership Division and requested an expansion of permitted times beginning October 10, 2016 to offer an afternoon Head Start program thereby providing additional children needing Head Start services in the Highland Park community.

RAP Staff therefore recommends approval of the proposed Supplemental Agreement to the Agreement to change the previous legal name of the organization to the current legal name, and extend the term of the Agreement for three additional years, establishing the term of the Agreement to a total of six years.

All other terms and conditions will remain unchanged. Options' performance of the Head Start Program will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the Agreement. Options shall continue to accept full liability for their operations at the location and

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responsibility to maintain appropriate insurance protecting the City's interests. Additionally, Options will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP, in the amount of Two Hundred Forty-Five Dollars (\$245.00) per month for the nine months of operation, totaling each calendar year the amount of Two Thousand, Two Hundred Five Dollars (\$2,205.00); covering the pro-rata share of utilities, solid waste disposal, and staff impacts in accordance with RAP policies.

RAP Staff has discussed the proposed Supplemental Agreement with the Superintendent of the Metro Region, the Principal Recreation Supervisor I of Aquatics Division, and the North District Recreation Supervisor, and all concur with the recommendations.

FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3476 with Options will have no adverse impact on the RAP General Fund, as operations and program costs associated with Options' use of the park facility will be paid by Options, at no cost to the City; and any costs impacting RAP will be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Supplemental Agreement to Agreement No. 3476
- 2) Agreement No. 3476
- 3) Options Board of Directors

**SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3476
BETWEEN
THE CITY OF LOS ANGELES
AND
OPTIONS FOR LEARNING
FOR THE OPERATION AND MAINTENANCE
OF A HEAD START CHILD DEVELOPMENT AND CHILDCARE PROGRAM
AT
HIGHLAND PARK RECREATION CENTER**

This SUPPLEMENTAL AGREEMENT to Agreement No. 3476 (“SUPPLEMENTAL AGREEMENT”) is made this _____ of _____, 20____, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (collectively, “CITY”) and Options For Learning, formerly known as Options - A Child Care and Human Services Agency (“OPTIONS”), a California 501(c)(3) non-profit corporation. CITY and OPTIONS may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WITNESSETH

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly known as Highland Park Recreation Center (“CENTER”), located at 1650 Piedmont Avenue, Los Angeles, CA 90044, which includes a pool building (“PROPERTY”) within the grounds of CENTER; and,

WHEREAS, on June 5, 2013, the Board of Recreation and Park Commissioners (“BOARD”) approved Agreement No. 3476 (“AGREEMENT”), between CITY and OPTIONS for the operation and maintenance of a Head Start child care and development program at the PROPERTY during non-summer months (Report No. 13-158); and,

WHEREAS, AGREEMENT was executed on October 2, 2013, for a three (3) year term, expiring on October 1, 2016; and,

WHEREAS, on August 9, 2016, OPTIONS notified CITY that OPTIONS wishes to continue its collaboration with CITY under substantially the same terms and conditions of said AGREEMENT, for an additional three (3) year term commencing upon the AGREEMENT’s date of expiration (October 1, 2016); and,

WHEREAS, on September 23, OPTIONS notified CITY that OPTIONS wishes to extend the permitted daily times of operation in order to offer afternoon programming for the Highland Park community beginning October 10, 2016; and,

WHEREAS, RAP was notified by OPTIONS that the organization’s legal name of “Options - A Child Care and Human Services Agency” had been changed to “Options for Learning”, and,

WHEREAS, the BOARD approved this SUPPLEMENTAL AGREEMENT at the meeting of the Board of Recreation and Park Commissioners on [_____ date _____ (Report No. XX-XX)].

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend AGREEMENT as follows:

Agreement No. 3476 (referred to herein as "AGREEMENT") for the operation and maintenance of a Head Start child care and development program, is hereby incorporated by reference into this SUPPLEMENTAL AGREEMENT, as if fully set forth herein, except as specifically modified by this SUPPLEMENTAL AGREEMENT.

Entire Agreement - All Applicable Sections

All applicable Sections of AGREEMENT referencing Options - A Child Care and Human Services Agency, as "OPTIONS", are hereby amended in their entirety, to reference "Options For Learning", as "OPTIONS".

Section 2 - Term and Termination

The first paragraph in Section 2 is hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of six (6) years, beginning on October 2, 2013, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.

Section 6 - Days and Periods of Use

Paragraph d. is hereby amended in its entirety and shall now read:

PERMITTED TIMES of operation are 8:00 a.m. to 4:00 p.m., Monday through Friday. OPTIONS shall be allowed to enter PROPERTY one (1) hour before and one half hour after operation time for set-up and clean-up purposes.

With the exception of all Sections of Agreement No. 3476 ("AGREEMENT") referencing "OPTIONS", Section 2 (Term and Termination) and Section 6.d., the balance of the terms and conditions of AGREEMENT shall remain unchanged by this SUPPLEMENTAL AGREEMENT and remain in full force and effect.

Should any provision of AGREEMENT conflict with this SUPPLEMENTAL AGREEMENT, the terms and conditions of this SUPPLEMENTAL AGREEMENT shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this SUPPLEMENTAL AGREEMENT to Agreement No. 3476 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

OPTIONS FOR LEARNING, a California 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
OPTIONS-A CHILD CARE AND HUMAN SERVICES AGENCY
FOR THE
OPERATION AND MAINTENANCE OF A
HEAD START CHILD CARE PROGRAM AT
HIGHLAND PARK RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of October 2, 2013, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Options- A Child Care and Human Services Agency, a 501(c)(3) non-profit corporation ("OPTIONS"). CITY and OPTIONS may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at the Highland Park Recreation Center ("CENTER"), which includes the pool building within the grounds of CENTER ("PROPERTY"), located at 1650 Piedmont Avenue, Los Angeles, CA 90044, and as depicted on the site map attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, OPTIONS, has provided child care and development services through Head Start programs at CENTER for twelve (12) years; and,

WHEREAS, OPTIONS provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play; and,

WHEREAS, OPTIONS has agreed to use and maintain the PROPERTY for the operation and maintenance of a Head Start child care and development program ("PROGRAM") in accordance with the terms and conditions herein to fulfill the recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on June 5, 2013 (Board Report No. 13-158);

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 Property.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants OPTIONS by this AGREEMENT authority to use the PROPERTY for the operation of the PROGRAM as described in the Permitted Uses set forth below (Section 5-"PERMITTED USES"),

which shall be performed by OPTIONS in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable and performance of Maintenance Requirements as described herein, at the sole cost and expense of OPTIONS.

- 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 set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
- b. **Termination.** In addition to termination for an uncured breach or default, or if OPTIONS cease to operate under this AGREEMENT, or CITY's written termination notice to OPTIONS effective after sixty (60) calendar days from the date of issuance due to an unfavorable performance review, pursuant to Section 3 of this AGREEMENT ("ANNUAL PERFORMANCE REVIEWS") or for cause during the TERM, either CITY or OPTIONS may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and OPTIONS reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or OPTIONS should elect to terminate this AGREEMENT, OPTIONS 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 OPTIONS 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 OPTIONS 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 OPTIONS' 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 OPTIONS' purposes or function as contained in OPTIONS' corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by OPTIONS, as described herein; or (iv) the failure of OPTIONS to use the PROPERTY 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 PROPERTY, or for reasons beyond OPTIONS' control.

- 3. Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with OPTIONS shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of OPTIONS' compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of OPTIONS' obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by OPTIONS in their OPTIONS Head Start Parent Handbook excerpts attached hereto and incorporated herein by reference as Exhibit-B;
 - (iii) Adequacy of OPTIONS' funding;
 - (iv) The volume of the public's participation in OPTIONS' programs; and
 - (v) OPTIONS' cooperation with CITY staff.
 - b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, OPTIONS shall submit to RAP during the period of May 1st through June 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover but not be limited to:
 - (i) Annual Budget and Report of Expenditures;
 - (ii) Data on participants and program results;
 - (iii) 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 after review of the submitted PERFORMANCE REPORT.
 - d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and

conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with OPTIONS. CITY shall not unreasonably withhold its determination.

4. **Access to PROPERTY.** OPTIONS and any authorized third party associated with OPTIONS' 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, performing inspections, conducting events or programs, or in the case of emergencies. Prior notice will be given to OPTIONS when feasible. If required for public safety, CITY may immediately suspend and/or terminate OPTIONS activities involving the PROPERTY.
 - a. **OPTIONS Primary Use Area:** As depicted by Exhibit-A, the Primary Use Area shall include the approximate 2,500 sq. ft. area of the Pool Locker Room including the indoor restroom, kitchen, and office located on the south side of CENTER, adjacent to CENTER's baseball fields. PROPERTY shall be used by OPTIONS for PROGRAM purposes during OPTIONS' specified months of use and operating hours as specified in Section 6 below.
 - b. **Shared Use Area:** As depicted by Exhibit-A, the public outdoor children's playground, grass area and concrete areas located between the basketball courts and Pool Locker Room adjacent to said Primary Use Area, shall be shared with the general public during OPTIONS' normal operating hours specified in Section 6 below.
 - c. **Trinity Lock System:** During TERM of AGREEMENT, OPTIONS and any authorized third party associated with PROGRAM will be able to access PROPERTY before normal operating hours without RAP staff being present. Four (4) access codes for the Trinity Lock system in use at PROPERTY, which may be changed periodically, will be provided to OPTIONS a week prior to occupancy each year. Once TERM of AGREEMENT has ended or AGREEMENT is terminated, the access codes will be deactivated.
5. **Permitted Uses.** OPTIONS shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. OPTIONS, at its sole cost and expense, shall:
 - a. Provide Head Start child care and development programs and services for a maximum of twenty (20) children, ages three (3) through five (5) years, including related activities to, or incidental to the provision of Head Start child care services, such as but not limited to program meetings and workshops, all in

accordance with the excerpts from OPTIONS Head Start Parent Handbook attached hereto and incorporated herein by reference as Exhibit-B.

- b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
- d. Provide sufficient staff necessary to perform the operation of its child care programs, 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 OPTIONS' protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
- f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. OPTIONS shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with OPTIONS' use of the PROPERTY.
- 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 alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
- i. OPTIONS shall ensure that any and all emergency exits in Pool Locker Room are not blocked with furniture or other items while utilizing PROPERTY. OPTIONS shall also ensure that the doors opening to the pool deck are secure, not allowing children and/or OPTIONS staff to access the pool deck or adjacent filter room at any time.
- j. When OPTIONS vacates PROPERTY for the summer, OPTIONS shall remove all its belongings, furniture and other items from the PROPERTY. Should any items left behind not be removed by two (2) days prior to the pool opening day, RAP reserves the right to discard such items at its discretion as they cannot be stored on the PROPERTY.

6. **Days and Periods of Use.** OPTIONS shall be entitled to use the PROPERTY to provide the PROGRAM, including child care and development public programs and services, recreational uses and functions, events, and other agreed upon uses as follows ("PERMITTED TIMES").
- a. Permitted Months of Use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year. However, the annual start and finish dates for OPTIONS' occupancy and use of the PROPERTY shall be contingent upon RAP's Aquatics programming schedule for the summer pool season, which will be coordinated with the Director-in-Charge at Highland Park Recreation Center specified in Section 28.
 - b. OPTIONS is aware that RAP's Aquatics Division operates an open pool program for the general public during the summer months of the year, acknowledges that the Aquatics program has priority of use of the PROPERTY, and agrees to utilize PROPERTY under the following conditions:
 - i. RAP Aquatics staff shall be allowed access to PROPERTY at least three (3) weeks prior to the end of the LAUSD school year to prepare the pool and related facilities to be opened for use by the public. Should Aquatics and/or RAP maintenance staff find that any needed repairs and/or maintenance work would require OPTIONS to vacate PROPERTY to accommodate such repairs, OPTIONS shall cooperate and comply with such requests from RAP staff, whether temporary or until the start of the next school year.
 - ii. OPTIONS will vacate PROPERTY for the summer aquatics program and remove all its furniture and belongings prior to the filling of the pool with water, subject to prior coordination with RAP Aquatics staff. Opening day normally takes place during the weekend following the last day of school based on LAUSD's school year calendar.
 - iii. OPTIONS will be allowed back on PROPERTY after the pool has closed for the season to the public, which takes place during the weekend prior to the first day of school based on LAUSD's school year calendar and after pool has been fully drained (which might take up to seven days), subject to determination by RAP Aquatics staff.
 - c. Generally, PROPERTY shall not be utilized by both RAP and OPTIONS at the same time. However, if OPTIONS desires to utilize PROPERTY while the pool is being drained (which might take up to seven days), OPTIONS must obtain prior written approval from RAP's Aquatic Staff and obtain a RAP Aquatics monitor during the draining process, contingent upon availability. If an Aquatics Staff is available, OPTIONS must reimburse RAP the cost of staff time at the hourly-fully burdened rate of an Aquatics Monitor for the hours the Aquatics Monitor needs to be present and on duty while OPTIONS is utilizing the PROPERTY.

- d. PERMITTED TIMES of operation are 8:00 a.m. to 12:00 p.m., Monday through Friday. OPTIONS shall be allowed to enter PROPERTY one (1) hour before and after one (1) hour after operation time for set-up and clean-up purposes.
 - e. OPTIONS shall not be allowed onto PROPERTY during hours other than those authorized without RAP's prior written authorization.
 - f. OPTIONS is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m. Monday through Friday, 9:00 a.m. – 5:00 p.m. Saturday. CENTER is closed on Sundays and on Federal Holidays and is subject to additional closures at the sole discretion of RAP.
 - g. OPTIONS shall cooperate with City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 6 of this AGREEMENT, OPTIONS, its staff, and public patrons and/or guests, whether or not involved in OPTIONS 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 in writing by the RAP General Manager or his or her designee.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
- a. OPTIONS accepts the PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or OPTIONS, and regardless of cause.
 - b. OPTIONS, in performing all required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
 - c. Daily maintenance to be performed by OPTIONS during OPTIONS' hours of operation:
 - i. Maintain PROPERTY in a clean, sanitary condition removing all debris and trash;

- ii. Keep the PROPERTY and the areas within twenty-five (25) feet of building, clean and safe at all times;
 - iii. Maintain pedestrian paths, common walkways and other shared areas;
 - iv. Pick up and dispose of trash and debris whether by OPTIONS' activity or activity of OPTIONS contracted vendor;
 - v. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
- d. OPTIONS shall immediately repair any damages to the PROPERTY which occur during OPTIONS' operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY; OPTIONS recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
 - e. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of OPTIONS with glass of the same size, kind, and quality.
 - f. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
 - g. OPTIONS shall be responsible for securing OPTIONS' personal property during operations and for OPTIONS' equipment and materials during non-operating hours.
 - h. To the extent resources are available, CITY may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by CITY. OPTIONS agrees and understands that CITY shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of OPTIONS to conduct operations, OPTIONS may undertake repairs at no cost to RAP or may suspend operations in accordance with Casualty and Condemnation, Section 14. RAP will provide no maintenance or repair to improvements, fixtures, exterior walls, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by OPTIONS.
 - i. To the extent that needed repairs are not made, OPTIONS waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

9. **Funding.** All funds including, grants, donations, or any other funds received by OPTIONS in connection with the PROPERTY related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROPERTY, including the delivery of a child care and development program and service on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of OPTIONS unrelated to this AGREEMENT and /or the operation and maintenance of this PROPERTY. If for any reason OPTIONS fail to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. OPTIONS may charge its patrons appropriate fees for programs, services, and/or activities offered by OPTIONS on the PROPERTY, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for OPTIONS' use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general public, at no cost to CITY, including but not limited to, OPTIONS' maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY. Additionally, OPTIONS' use of the PROPERTY shall be subject to certain cost recovery reimbursement fee described below.
- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, OPTIONS shall pay a Cost Recovery Reimbursement Fee for costs incurred by RAP related to this AGREEMENT and OPTIONS' use of the PROPERTY, as approved by the Board on July 19, 2012 (Report No. 12-217), and for utility and/or trash costs not directly paid to providers, as detailed below. The monthly Cost Recovery Reimbursement Fee is \$245 related to OPTIONS' operation of the PROGRAM on the PROPERTY. Payments shall be due by the 10th day of each month for that month. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b. **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of OPTIONS. Such utility expenses shall be paid directly by OPTIONS to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. Utility fees are included in the Cost Recovery Reimbursement Fee in paragraph 10.a. above.

include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.

- a. OPTIONS 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 OPTIONS sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to OPTIONS.
- b. If any of the required insurance contains aggregate limits or applies to other operations of OPTIONS outside of this AGREEMENT, OPTIONS shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in OPTIONS' best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. OPTIONS 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, OPTIONS 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 OPTIONS.
- d. OPTIONS' 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; OPTIONS 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 OPTIONS' financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

13. Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, OPTIONS undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and

outside counsel) and costs of litigation (including all actual litigation cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including OPTIONS' employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by OPTIONS or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United State, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

- 14. Casualty and Condemnation.** OPTIONS 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 OPTIONS' use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide OPTIONS a replacement property for OPTIONS' use.
- 15. Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intention for Head Start child care and development program purposes and within the scope of use set forth above. OPTIONS shall use 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 OPTIONS to any governmental agency or third party under applicable statute.
- 16. Publicity.** CITY and OPTIONS 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 OPTIONS 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 OPTIONS, shall appropriately acknowledge the contributions of both CITY and OPTIONS. To the extent stipulated in any grant agreement, the CITY and OPTIONS 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 OPTIONS 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 OPTIONS; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or OPTIONS, 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.

OPTIONS 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"

- 17. Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP General Manager or his or her designee. RAP may require removal or refurbishment, at OPTIONS' expense, of any sign previously approved. On signage at PROPERTY, OPTIONS 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"

- 18. 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 PROPERTY for film production purposes. Any commercial filming at shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. OPTIONS shall not charge any fees for film production conducted at PROPERTY.

- 19. Breach or Default by OPTIONS.** The following occurrences constitute events of breach or default of this AGREEMENT: OPTIONS materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. OPTIONS' 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 OPTIONS – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by OPTIONS, 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 OPTIONS, and if OPTIONS 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 OPTIONS, terminate this AGREEMENT without further delay, whereupon OPTIONS 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 OPTIONS, perform or cause to be performed any of OPTIONS' 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.

21. Notices. Any notice, request for consent, or statement ("NOTICE"), that CITY or OPTIONS 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 OPTIONS may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

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

If to OPTIONS:

Options-A Child Care and Human Services Agency
c/o Dolores Mead, ^{Deputy} Executive Director
885 S. Village Oak Drive
Covina, CA 91724
Tel.: (626) 967-7848

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

- 23. No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. OPTIONS shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will OPTIONS 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 OPTIONS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- 24. Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the OPTIONS by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date OPTIONS proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. OPTIONS shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.
- 25. Merchandise.** No merchandise shall be sold by OPTIONS on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.
- 26. Safety Practices.** OPTIONS shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), OPTIONS must notify the Director-in-Charge at the Highland Park Recreation Center specified in Section 28 as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the Director-in-Charge at Highland Park Recreation Center specified in Section 28 within seventy-two (72) hours. OPTIONS shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.
- 27. Suspected Child Abuse.** OPTIONS or OPTIONS' parents, volunteers, agents, contractors and subcontractors, and/or any person participating in OPTIONS' PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. ORGANIZATION will notify the Director-in-Charge at Highland Park Recreation Center specified in Section 28 within twenty-four (24) hours of any such report
- 28. Recreation Center Contact.** Highland Park Recreation Center Operations and Maintenance staff for the PROPERTY may be contacted at the following numbers:

Daily Operations and Maintenance, Facility Director, Telephone No. (213) 847-4876.

29. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. OPTIONS and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City contracts (Rev. 3/09)." In addition, OPTIONS will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

30. Incorporation of Documents.

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map

Exhibit B: Excerpts from OPTIONS Head Start Parent 's Handbook

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

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

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

[Signature Page to Follow]

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

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

OPTIONS- A CHILD CARE AND HUMAN SERVICES AGENCY, a 501 (c)(3) California non-profit corporation

By: [Signature]
President

By: [Signature]

By: [Signature]
Secretary

Title: Deputy Executive Director / C.O.O.

Date: October 2, 2013

By: [Signature]

Title: CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

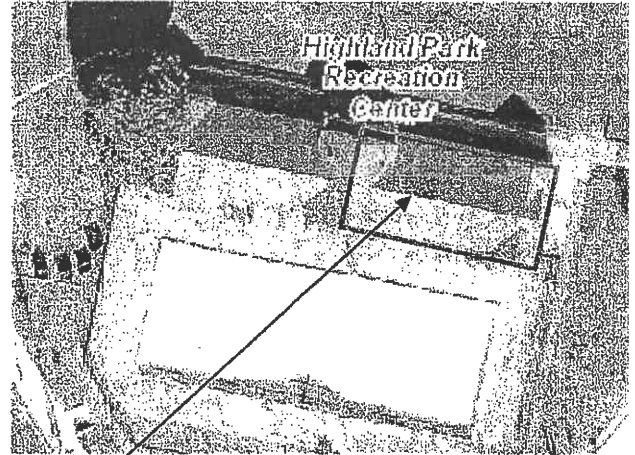
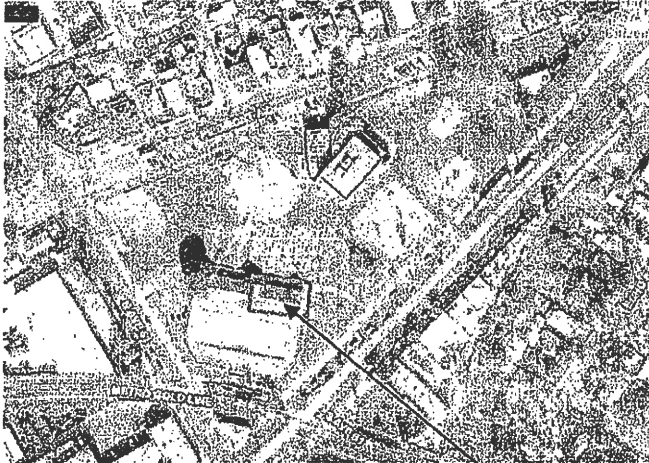
Date: SEPT. 25, 2013

By: [Signature]
Deputy City Attorney

Date: 10/2/2013

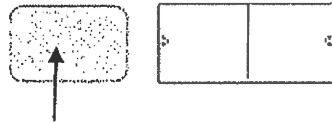
EXHIBIT - A
SITE MAP

Pursuant to Section 1, 4 & 5 of this AGREEMENT, the PROPERTY located at 1650 Piedmont Ave., Los Angeles, CA 90044, within the grounds of Highland Park Recreation Center is identified below. The PROPERTY includes a portion of the pool building of roughly 2500 sq. ft.

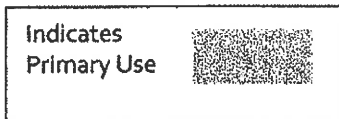
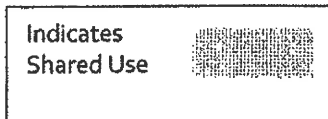


Pool building referred to herein as "PROPERTY".

Diagram not to scale



Outside play equipment



Pool Building →

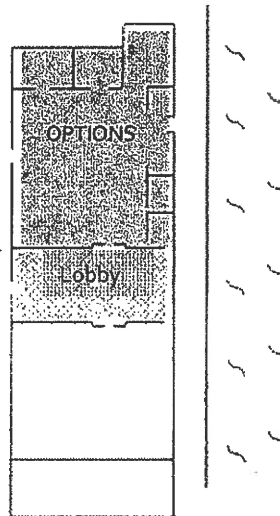


EXHIBIT-B
The Options Head Start Parent Handbook
(Excerpts)

Division Mission Statement

To work in partnership with parents and the community, to provide quality preschool education for children, and comprehensive support services to families, thus promoting independence and success.

Overview

Options Head Start is a federally funded program that provides comprehensive developmental services for income eligible families who have young children from three to five years old. Options provides comprehensive services promoting child development and health, family and community partnerships and services to children with disabilities. Our program also provides a nutritious meal and/or snack during your child's class time.

Eligibility Requirements

At least 90% of the families enrolling in Options Head Start must meet Federal poverty guidelines may apply for Head Start, but will be put on a waiting list pending enrollment of income-eligible families. A child must be age-eligible for Head Start (three to five years old) to enroll in the program.

Child Assessment

Our program assesses each child within 60 days after their first day of enrollment and then again in spring. We utilize the Desired Results Developmental Profile-Preschool (DRDP-PS), which contains 43 readiness indicators for your child to be assessed on. Based upon your child's assessment and the class overall assessment, our staff plan activities that assist children in their growth and development and accomplish learning objectives as identified through DRDP-PS.

Education

Options Head Start is recognized as a high-quality preschool provider and is nationally ranked in the top 4% of all Head Start Programs. During the day, children participate in a variety of age appropriate learning experiences to foster intellectual, social, emotional and physical growth. Our curriculum helps children succeed in areas such as literacy, math and science. Input from parents and results are used to individualize the program for each child. Staff members receive continuing education and training in effective curriculum implementation and on how to conduct ongoing child assessments. Information on children's progress is shared with families during home visits and parent-teacher conferences throughout the year.

Curriculum

Options follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor

activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

Our classrooms are colorful, clean and provide a safe environment for your child. The outdoor play areas are fully equipped and include sand and water play areas, a paint station under the shade of trees or canopies, a climbing structure and tricycles your child can pedal along the bicycle path.

Our goal is to empower parents as the primary educators in their children's lives by promoting positive parenting and enhancing the physical, social, emotional and intellectual development of children using the home environment.

Program Choices

Half-day programs are available for children three to five years old. Families have the option enrolling their child in a morning or afternoon session.

Morning Program:

8:00 am to 12:00 noon. Breakfast and Lunch is served.

Afternoon Program:

12:30 pm to 4:30 pm. Lunch and afternoon snack is provided .

Preparing for School

Be On Time

It is important to teach our children to be on time. This is your child's first school experience. When a child arrives on time he/she will have a better day at school. This builds up their self-esteem and they feel more encouraged to want to be part of the fun learning time. Arriving late often disrupts classroom activities and gives the child unwanted or negative attention.

Attendance

Parents play an essential role in bringing their child to school every day and on time. This will help to establish a good habit for your child when he/she is accountable for their own attendance in grade school. If your child is unable to attend school, please call your teacher immediately, if your child is absent three consecutive days without notification, we will attempt to visit your family and child at home.

Dressing For School

Children in our preschool program have very active days that include outdoor playtime, arts, and a variety of other activities. Please dress your child in comfortable clothing that allows them to move and play without being concerned about dirtying their clothes. Children must wear closed toe shoes to protect them when they play outside (sandals or open toed shoes are not permitted) . Options Head Start is not responsible for clothing that is torn, soiled or lost. Articles found at the end of the day will be placed in the school's lost and found.

Field Trips

We are very excited to offer several field trips thought-out the school year, and we hope you'll join us! Parents are invited, per field trip procedures, to come along with their child and enjoy the outing by providing adult assistance to the teachers. Field trip announcements will be posted on the bulletin board or sent home. Parents are required to submit proof of a TB test prior to volunteering or chaperoning a field trip.

Pick-Up and Releasing Children

For the emotional well-being of your child, it is very important that you are on time to pick up your child from school. It is a very scary experience for a young child to be left behind. A child needs to be assured at all times that he/she is cared for. Call immediately when you think you are going to be late.

In the event your child is not picked up on time, staff will attempt to contact all the people you provide as emergency contacts. Please provide accurate contact information for these people. Children will not be released to anyone under 18 years of age or to anyone who is not authorized in writing by you. Options staff will verify identification and make sure the person picking up is listed as an emergency contact.

Meals Provided

By participating in the California Adult and Child Care Food Program, Options is able to provide lunch to all children enrolled in our program.

A 6-week cycle menu, which is posted at each site, has been developed to meet the nutritional needs of our children and follows the specific meal pattern requirements set by the Department of Nutrition Services. We offer a variety of child friendly foods from different cultures.

It is our goal to offer children food they are familiar with and expose them to foods from other cultures. Our meals are served family style, meaning children are encouraged to serve themselves and clean up after themselves.

Nutritionists will advise parents of children who are overweight, underweight or have related health issues. Alternative food menus are available for children with food allergies or restrictions due to religious or medical reasons.

Illness

Please do not bring your child to school if he/she is sick. When a child is sick he/she is unable to focus on what is going on and is unable to keep up with the activities of the day. In fact he/she may become sicker from over exertion. Please ensure that your child has been free and clear (minimum of 24 hours) of any fever, vomiting and diarrhea prior to returning to class. Our teachers do not have the capabilities to care for a sick child at school. If the child is sick upon coming to class the teacher will send the child home. Returning back to school, this includes Chicken Pox, Measles, and Head Lice.

Concerns

We strive to provide the best quality service to you, your child and your entire family. Throughout the year, our professional staff will learn of the special needs that you, your child or your family may need.

However, when there is a problem, we ask that the parent approach the appropriate person to try to solve the problem. If it concerns the child, you should first talk to the teachers, then the Child Development Supervisor and then the Education Administrator. If your issue concerns the parents, you should talk to the Family Service Specialist, then the Family Service Supervisor and/or the Family Service Administrator. If all fails, you can call the Options Head Start Director.

Behavioral Concerns

Our goal is to manage a fully functional preschool classroom where optimum learning happens. We encourage children to participate in planning the day's activities. However, if and when a child's extreme behavior demands more attention than normal, we will consult his/her parents in attempts to make the adaptation better. Parents are expected to work closely with the staff in resolving these concerns. In extreme instance, the child may be temporarily removed from the program or permanently removed in the best interest of the child, and for all children and staff.

Mental Health

Options Head Start offers free mental health services to children and families including siblings. Mental health services include classroom observations, individual observations, individual and family counseling, and social/emotional screenings for children and families who have a need for service. Parent workshops provide families with information that promotes family wellness.

Special Services

Options Head Start is open to any child that has a learning or speech delay or disability and will coordinate care with early intervention and early childhood programs to provide appropriate developmental services. Staff works closely with community agencies to provide services to meet a child's special needs. Teaching staff work as a team with each family to ensure that their child is included in the full range of activities and services of the program.

Parent-Teacher Conferences/Home Visits

We believe feedback is important, and while we'll provide feedback along the way, we hope you'll let us know how we're doing, too. We expect our teachers and Family Service Specialists to talk with you and the other parents on a regular basis. During the school year, staff will schedule two Parent-Teacher Conferences and two home visits with each family to build a strong support unit between the educator, child and family. We've experienced a lot of success through this model and hope it is as helpful to you.

Family Engagement Opportunities

There are a number of activities for which you can volunteer while your child is enrolled in our program.

As an Options Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children

- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children
- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the Options Head Start Policy Council

Work with staff / community members to reach out to other parents in need

Ask your child's teacher or your Parent Educator how you can help. All parents must have a TB clearance to volunteer in the classroom and to participate in home visits.

Parent Committee Meetings

All centers and home base clusters hold their own Parent Committee Meeting once a month. You are encouraged to attend the meetings and share information and ideas with other parents and staff. Parents get the opportunity to be elected as Officers. Officers are trained on their responsibilities and on how to support the staff in making the learning environment a rich experience for all children. Each Parent Committee elects a member to be elected on the Policy Council. This is a great chance to know what is going on to improve home-school relationship.

Policy Council

Options Head Start Policy Council meets monthly with the Director of the Program and is composed of currently enrolled parents and community representatives. The Policy Council reviews all grant budgets, program improvement plans, financial status and policies for the program year. Members are also involved in the yearly program assessment and other subcommittees. Members must be trained on the Head Start ACT, Head Start Performance Standards and the responsibilities of the Policy Council. Members are elected into the council.

In Kind

All volunteered hours, donation of allowable materials and professional services can be considered as in-kind to Options Head Start. All parents, vendors, community partners and friends of Options can participate in this service.

Client Non-Admittance/Termination Policy

Options has a commitment to serving eligible families in our programs. However, in a limited number of circumstances, it may be impossible for Options to offer or continue to provide services to particular families.

The decision to not accept an applicant for care, not to admit a family, or to terminate services to a family will be made by the Division Director of the program involved, and the parties will be notified in writing of the decision. Please be aware of our agency's Termination Policy at the time of enrollment.

EXHIBIT-C
Sample Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

CONSOLIDATED PERFORMANCE REVIEW

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

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

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

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS
Includes RAP Staff feedback and participant comments

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

ATTACHMENTS

Compliance Resolution Forms
 Public Comments
 Flyers and PR Materials
 Photos
 Program Forms
 Annual Report
 Budget
 Inspection(s)
 Compliance Check
 Legal/Insurance Status
 Other _____

Rev February 2012

**EXHIBIT-D
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Options - A Child Care and Human Services Agency Date: 08/16/2012

Agreement/Reference: Operation of a licensed preschool on the grounds of Highland Park 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						
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">WC <u>Statutory</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers </td> <td style="text-align: right; border-bottom: 1px solid black;">EL <u>\$1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input type="checkbox"/> Jones Act </td> <td></td> </tr> </table>		WC <u>Statutory</u>	<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	EL <u>\$1,000,000</u>	<input type="checkbox"/> Jones Act	
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<input type="checkbox"/> Jones Act							
<input checked="" type="checkbox"/> General Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>\$1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u> </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input type="checkbox"/> Fire Legal Liability </td> <td></td> </tr> </table>		<u>\$1,000,000</u>	<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>		<input type="checkbox"/> Fire Legal Liability	
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<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>							
<input type="checkbox"/> Fire Legal Liability							
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>\$1,000,000</u></td> </tr> </table>		<u>\$1,000,000</u>				
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<input type="checkbox"/> Professional Liability (Errors and Omissions)							
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>							
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> All Risk Coverage</td> <td style="width: 50%;"><input type="checkbox"/> Boiler and Machinery</td> </tr> <tr> <td><input type="checkbox"/> Flood</td> <td><input type="checkbox"/> Builder's Risk</td> </tr> <tr> <td><input type="checkbox"/> Earthquake</td> <td><input type="checkbox"/> Fine Arts - Cover value of exhibit</td> </tr> </table>	<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk	<input type="checkbox"/> Earthquake	<input type="checkbox"/> Fine Arts - Cover value of exhibit	
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<input type="checkbox"/> Earthquake	<input type="checkbox"/> Fine Arts - Cover value of exhibit						
<input type="checkbox"/> Pollution Liability							
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>100% of the contract price</u></td> </tr> </table>		<u>100% of the contract price</u>				
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<input type="checkbox"/> Crime Insurance							
Other: General Notes:							
1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm							
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.							
<u>1,000,000</u>							

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

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

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

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

Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

Options for Learning - Board of Directors

Patricia Huffman – Chairperson

Pat has been an integral part of Options for Learning since the formative years of the agency. Trained as a registered nurse, Pat has professionally worked in programs devoted to children and families. Pat has been an active volunteer in her community, serving on various committees and boards, working on education, advocacy and health issues such as early childhood education, family issues, and mental health.

David Wilbur - Vice Chairperson

David has been on the Board of Directors of Options for Learning for 7 years. With several degrees in engineering and training in management, he worked as an engineer, manager and director for a small aerospace firm for over 35 years. In 2013 he and his wife started and he is president of a non-profit company providing education and mentoring services to children in East Los Angeles.

Michelle Capistrand

Michelle has been on the Board of Directors of Options for Learning for 3 years. With a degree in Human and Infant/Toddler Development, she has worked with infants and preschool age children for the past 8 years. Michelle is a Student Affairs Officer at the UC Irvine Infant/Toddler Center and was previously employed as an Infant/Toddler teacher for The Children's Center at Caltech. She is also a professional growth advisor, committee member for SCAEYC East Valley Chapter and provides trainings and workshops in the area of infant and toddler development.

Patricia Diaz

Patricia Diaz is a recently elected Board Member of Options for Learning. Patricia has worked in the Hacienda La Puente School District as an Elementary School Principal since 2013 and has worked with various school districts over the past 30 years. She has extensive experience in bilingual education, early intervention in Head Start to 6th grade programs, literacy development, parent involvement and working with under-served communities. Patricia is proud to be a vocal advocate for promoting early childhood educational access for the under-served children of Southern California.

Susan Keith

Sue has been on the Board of Directors of Options for Learning for 7 years. Sue was formerly a development and public relations executive, with extensive experience in educational public relations and nonprofit fundraising at Uncommon Good, Project SISTER, House of Ruth and several prestigious colleges. Sue is currently the vice president of the Board of Trustees of Citrus Community College, on the statewide California Community College Trustees policy board, on the board of directors for the Kiwanis Club of Claremont and has served on many other nonprofit boards.

Joyce Robinson - Bio not available.

Inga Rodriguez

Inga Rodriguez is a recently elected Board Member of Options for Learning. Inga has worked at St. Jude Medical Center as a Community Programs Assistant since 2006, being a liaison between hospital and governmental and health care agencies. She has extensive experience doing community outreach, parental education and case management. Inga is proud of her past work experience in the diverse fields of automotive and higher education. Inga has had children attend Options for Learning programs, including Head Start.

Peggy Sisson

Peggy has been on the Board of Directors of Options for Learning for 4 years. Professionally she was the City of Pasadena's Child Care Coordinator for 15 years and currently serves on the City's Human Services Commission. Peggy has been an active volunteer in her community with Advocacy, Early Childhood Education programs, women's issues, youth sport programs and senior issues.