

APPROVED
10-04-2016
**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 16-219

DATE October 04, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3475 WITH SOUTHERN CALIFORNIA TENNIS ASSOCIATION TO EXTEND THE TERM

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



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Supplemental Agreement to Agreement No. 3475 (Supplemental Agreement), attached hereto as Attachment 1, between the City of Los Angeles and Southern California Tennis Association, a California 501(c)(3) non-profit organization, extending the term of Agreement No. 3475, attached hereto as Attachment 2, from three (3) years to six (6) years, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the 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; and,
3. Authorize the Board President and Secretary to execute the Supplemental Agreement subsequent to all necessary approvals.

SUMMARY

The Southern California Tennis Association (SCTA) has approached the Department of Recreation and Parks (RAP) requesting that the term of Agreement No. 3475 (Agreement) be extended in order for SCTA to continue operating youth tennis programs at RAP recreation centers, to support the promotion of and participation in, the sport of tennis. On May 13, 2013, the Board approved said Agreement between the City of Los Angeles and SCTA (Report No. 13-140) for a three-year term. The Agreement was subsequently executed on October 2, 2013 with the commencement date effective as of July 1, 2013, and expired on June 30, 2016.

The SCTA is one of seventeen (17) sections of the United States Tennis Association (USTA). The Board of Directors of SCTA includes William Kellogg (President),

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Philip Tseng (Vice President), Carlos Cruz-Aedo (Treasurer), Chet Kronenberg (Secretary), and Franklin Johnson (Section Delegate).

The USTA has administered a National Junior Tennis and Learning Program (Program) for over thirty (30) years with more than 155,000 youth participating in the Program. Through the collaborative, working relationship between RAP and SCTA, the Program allows RAP to offer high quality tennis programs at various recreation centers to participating youth from under-served communities at a reduced cost. In turn, the Agreement has allowed SCTA to successfully serve approximately 4,500 youth in the Los Angeles area over the past three years. The Program has been implemented at twenty-four (24) RAP sites.

SCTA has communicated that it wishes to renew its collaboration with the City of Los Angeles so they may continue to provide the youth of Los Angeles with a quality tennis program that otherwise might be unavailable. Based on the past success of the Program, RAP staff recommends that the Board approve the proposed Supplemental Agreement to extend the term of the Agreement for an additional three years, allowing SCTA to continue benefiting under-served local youth who seek to learn a new sport or expand their existing skill set through the Program.

FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3475 with SCTA will have no adverse impact on the RAP General Fund, as SCTA's collaborative efforts enable the Program to be offered at a reduced cost to participating youth.

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

LIST OF ATTACHMENTS

- 1) Proposed Supplemental Agreement to Agreement No. 3475
- 2) Agreement No. 3475

**SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3475
BETWEEN
THE CITY OF LOS ANGELES
AND
SOUTHERN CALIFORNIA TENNIS ASSOCIATION
TO EXTEND THE TERM**

THIS SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3475 ("SUPPLEMENTAL AGREEMENT") 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 Southern California Tennis Association, a California 501(c)(3) non-profit organization ("ORGANIZATION"). CITY and ORGANIZATION may be referred to herein individually as "PARTY", and collectively as "PARTIES."

WHEREAS, on May 13, 2013, CITY approved Agreement No. 3475 ("AGREEMENT") between the CITY and ORGANIZATION (Report No. 13-140), for the cooperative implementation and operation of youth tennis programs in Los Angeles for a term of three (3) years ("TERM"); and,

WHEREAS, AGREEMENT was executed on October 2, 2013 with the commencement date effective as of July 1, 2013, and expired on June 30, 2016; and,

WHEREAS, ORGANIZATION, in collaboration with the Department of Recreation and Parks ("RAP"), has successfully provided high quality affordable tennis programs annually for youth at various recreation centers, benefitting hundreds of youth from under-served communities; and,

WHEREAS, the PARTIES desire to continue their collaboration for the operation of such youth tennis programs beyond the current TERM of AGREEMENT under the same terms and conditions, for the benefit of under-served youth and their communities; and,

WHEREAS, the PARTIES have agreed to a TERM extension of three (3) years, commencing upon the expiration of the AGREEMENT.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, PARTIES hereto agree to extend the TERM of AGREEMENT, from three (3) years to six (6) years, and amend Section 2 (Term and Termination) of AGREEMENT as follows:

[THIS SPACE PURPOSELY LEFT BLANK]

Agreement No. 3475 is fully incorporated herein by reference, except as modified herein.

Section 2 - Term and Termination - The first paragraph is amended to read as follows:

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, subject to annual performance evaluations performed by RAP ("ANNUAL PERFORMANCE REVIEWS"), as more fully described below in Section 3 of this AGREEMENT and contingent upon the identification of necessary funding by ORGANIZATION on an annual basis in accordance with ORGANIZATION's annual budget process, subject to review and approval by RAP prior to the implementation of the PROGRAM each year. Subsequent to the first year of the PROGRAM, following the execution of this AGREEMENT, ORGANIZATION shall not be held liable under this AGREEMENT should necessary funding to implement the PROGRAM not be available for that year.

With the exception of Section 2 (Term and Termination) and as stated above, the balance of the terms and conditions of Agreement No. 3475 shall remain unchanged and in full force and effect. Should any provision of Agreement No. 3475 conflict with this Supplemental Agreement, the terms and conditions of this Supplemental Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3475 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

SOUTHERN CALIFORNIA TENNIS ASSOCIATION, a California 501(c)(3) non-profit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
SOUTHERN CALIFORNIA TENNIS ASSOCIATION
FOR THE IMPLEMENTATION OF
YOUTH JUNIOR TENNIS PROGRAMS
AT
VARIOUS PARK SITES**

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 the Southern California Tennis Association, a California 501(c) (3) non-profit corporation ("SCTA"). CITY and SCTA may be referred to herein collectively as the "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), operates and maintains certain tennis facilities ("PROPERTIES"), located at various park sites throughout the City of Los Angeles, as listed on the List of Properties attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, SCTA, with the assistance of the LA84 Foundation, has organized various tennis programs to provide an atmosphere in which junior participants can gain tennis skills and personal growth. The SCTA has administered these programs for over twenty-seven (27) years in underserved communities, which emphasize on acquiring basic tennis skills, having fun, and learning sportsmanship; and,

WHEREAS, SCTA in collaboration with RAP has agreed to provide quality tennis instruction at the PROPERTIES by providing qualified instructors and equipment, including but not limited to, tennis rackets, t-shirts, tennis balls, instructional materials and supplies for participating youth, eight (8) to seventeen (17) years of age ("PROGRAM"), at PROPERTIES as described by the Program Description Sheet attached here to and incorporated herein as Exhibit B, in accordance with the terms and conditions as set forth herein; and,

WHEREAS, CITY accepted the donation of this PROGRAM from SCTA at its meeting of the Board of Recreation and Park Commissioners ("BOARD") on May 13, 2013 (Report No. 13-140), approximately valued up to, forty thousand dollars and no cents (\$40,000.00) annually, contingent upon the availability of funding on an annual basis, pursuant to the SCTA budgeting process.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions as 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 SCTA by this AGREEMENT, temporary, limited use of the PROPERTIES for the purpose of operating and/or administrating tennis programs, as described in the PERMITTED USES set forth below in Section 5, which shall be performed by SCTA in compliance with the terms and conditions of this AGREEMENT.
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 the allocation of necessary funding by SCTA on an annual basis, and annual performance evaluations performed by RAP ("ANNUAL PERFORMANCE REVIEWS"), as more fully described below in Section 3 of this AGREEMENT:
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on July 1, 2013 and shall end upon the expiration of the TERM.
 - b. **Termination.** In addition to termination for an uncured breach or default, or if SCTA ceases to operate under this AGREEMENT, or CITY's written termination notice to SCTA 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 SCTA may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and SCTA reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or SCTA should elect to terminate this AGREEMENT, SCTA agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTIES to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If SCTA 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 SCTA 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 SCTA'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 SCTA's purposes or function as contained in SCTA's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by SCTA, as described herein; or (iv) the failure of SCTA to use the PROPERTIES 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 PROPERTIES, or for reasons beyond SCTA's control.

3. **Annual Performance Reviews**. PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by 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 SCTA shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of SCTA's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of SCTA's obligations for the program operation and authorized use of the PROPERTIES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by SCTA's program rules, goals, and description, and/or information attached hereto and incorporated herein by reference as Exhibit-B;
 - (iii) Adequacy of SCTA's funding;
 - (iv) The volume of the public's participation in SCTA's programs; and,
 - (v) SCTA's cooperation with CITY staff.
 - b. Every year during the life of this AGREEMENT, for purposes of completing the performance review process, SCTA shall submit to RAP by July 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. RAP General Manager or his or her designee reserves the right to request additional material or clarifying information after review of the submitted PERFORMANCE REPORT.

d. CITY's approval to continue the collaborative relationship shall be based solely on findings obtained through the performance review process, which in addition to evaluation of the PERFORMANCE REPORT and review of compliance with the terms and conditions of this AGREEMENT can include interviews with RAP's operations staff at the PROPERTIES, 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 SCTA. CITY shall not unreasonably withhold its determination.

4. **Access to the Properties.** SCTA and any authorized third party associated with SCTA's authorized activities at the PROPERTIES 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 PROPERTIES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in the case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate SCTA activities involving the PROPERTIES.

5. **Permitted Uses.** SCTA 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. SCTA, at its sole cost and expense, shall:

a. Provide programs through quality tennis instruction for youth ages eight (8) to seventeen (17), with a focus on providing an atmosphere in which participants may gain tennis experience and personal growth, including but not limited to learning basic tennis skills, having fun and learning sportsmanship, all in accordance with the Program Description Sheet attached hereto and incorporated herein by reference as Exhibit-B.

b. SCTA, in coordination with each facility's Director-In-Charge and District Supervisor ("RAP STAFF"), will pay for PROGRAM related expenses. Such expenses include, but are not limited to, equipment (tennis rackets - for summer only, tennis balls), t-shirts and tennis instructors. SCTA is permitted to collect \$10.00 from each participant to be applied towards the costs of instruction and culminating special events.

c. SCTA shall have temporary, limited use of particular tennis court(s) at each park facility ("COURTS"), during specified days and hours as listed below in Section 6 of this AGREEMENT. Such use shall include the use of respective restrooms/locker rooms and park areas around the COURTS, as required for PROGRAM staging, ingress-egress, administration, security, and operation, subject to prior coordination with respective RAP Director(s)-In-Charge ("DIC").

d. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.

- e. In coordination with RAP staff, SCTA will provide sufficient staff necessary to perform the operation of its youth programs, including the provision of services as agreed to herein, providing sufficient staff and all materials, supplies, equipment, and funds necessary to provide its youth participants with such opportunities to the reasonable satisfaction of CITY.
 - f. Ensure SCTA'S protocol for selecting and authorizing any person to participate in PROGRAM activities on the PROPERTIES 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.
 - 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.
6. **Days and Periods of Use.** SCTA shall be entitled to use the PROPERTIES to provide the PROGRAM through quality tennis instruction for youth ages eight (8) to seventeen (17), and other agreed upon uses as follows ("PERMITTED TIMES").
- a. PROGRAM will consist of tennis instruction, for a minimum of four (4) hours per week for six (6) weeks. Summer Program will begin the first week in July. Additional seasonal session(s) may be conducted at up to eight (8) of the PROPERTIES by mutual agreement.
7. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 6 of this AGREEMENT, SCTA, its staff, and public patrons and/or guests, whether or not involved in SCTA activities at the PROPERTIES, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTIES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP General Manager or his/ her designee or by RAP STAFF.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, SCTA, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein.
- a. SCTA accepts PROPERTIES 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 PROPERTIES, nor any appliance or fixture thereon, whether installed by CITY or SCTA, and regardless of cause

- b. Daily maintenance to be performed by SCTA:
 - (i) Keep COURTS and any other areas within PROPERTIES designated for SCTA use, in a clean and orderly condition during and at the conclusion of PROGRAM related activities;
 - (ii) Pick up and dispose of trash and debris from SCTA's activity or activity of a contracted vendor;
 - c. SCTA shall be responsible for any damages to COURTS and adjacent facilities within the PROPERTIES, or any other space assigned to SCTA, caused by PROGRAM participants while under SCTA's supervision, SCTA employees and/or representatives, subject to evaluation and possible pro-rata sharing of damage related costs between PARTIES;
 - d. 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 PROPERTIES.
9. **Funding.** SCTA's implementation of the PROGRAM described herein shall be contingent upon the allocation of at least \$40,000.00 annually funding through SCTA annual budgeting process. All funds, including, grants, donations, or any other funds received by SCTA in connection with PROPERTIES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTIES, shall be applied exclusively to the operations of the PROPERTIES, including but not limited to the delivery and management of youth tennis programs and services on the PROPERTIES, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of SCTA unrelated to this AGREEMENT and/or the operation of the PROPERTIES. If for any reason SCTA fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. SCTA may charge up to \$10.00 per participant to offset cost for program expenses.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for SCTA's use of the PROPERTIES, shall be the provision of \$40,000.00 annually for youth tennis programs and/or services for the benefit of the general public. CITY shall have no responsibility for payment of any use fees for the provision of the PROGRAM at the PROPERTIES.
11. **Insurance.** Before occupying the PROPERTIES under this AGREEMENT and periodically as required during its TERM, SCTA shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. SCTA 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 successor in interest as an additional insured for all required coverages, as applicable. SCTA will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.

- a. SCTA 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 SCTA sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to SCTA.
- b. If any of the required insurance contains aggregate limits or applies to other operations of SCTA outside of this AGREEMENT, SCTA shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in SCTA's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. SCTA 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, SCTA 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 SCTA.
- d. SCTA's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; SCTA 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 SCTA's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

12. **Indemnification/Hold Harmless.** Each PARTIES agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this AGREEMENT.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

13. **Publicity.** CITY and SCTA 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 PROPERTIES, the acquisition of any real property, or construction of any improvements at the PROPERTIES, except as may be legally required by applicable laws, regulations, or judicial order. CITY and SCTA agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTIES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or SCTA, shall appropriately acknowledge the contributions of both CITY and SCTA. To the extent stipulated in any grant agreement, the CITY and SCTA 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 SCTA shall coordinate the scheduling and SCTA of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and SCTA; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or SCTA, 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.

SCTA 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”

14. **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 SCTA’s expense, of any sign previously approved. On signage at PROPERTIES, SCTA 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"

15. **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 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. SCTA shall not charge any fees for film production conducted at PREMISES.
16. **Breach or Default by SCTA.** The following occurrences constitute events of breach or default of this AGREEMENT: SCTA 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 PROPERTIES as specified herein. SCTA'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.
17. **Breach or Default by SCTA – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by SCTA, 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 SCTA, and if SCTA 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 SCTA, terminate this AGREEMENT without further delay, whereupon SCTA 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 SCTA, perform or cause to be performed any of SCTA's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
18. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or SCTA 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

SCTA may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. 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: City of Los Angeles Department of Recreation and Parks
Partnership Division
3900 Chevy Chase Drive, Mail Stop 628-9
Los Angeles, CA 90039
Telephone: (818) 243-6488; Fax: (818) 243-6447

If to SCTA: USTA Southern California
Los Angeles Tennis Center
c/o Melanie Bischoff
P.O. Box 240015
Los Angeles, CA 90024-9115
Telephone: (310) 208-3838

19. **Representations and Warranties.** CITY and SCTA 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 SCTA, enforceable in accordance with its terms and conditions.
20. **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 SCTA or agency relationship. SCTA shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will SCTA 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 SCTA the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
21. **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.
22. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTIES on behalf of the SCTA 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 RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement

affecting the PROPERTIES 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 SCTA proposes to implement the sub-lease and sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by RAP General Manager or his or her designee. SCTA shall require all individuals and SCTAs providing programs or services within the PROPERTIES to agree in writing to abide by all conditions set forth in this AGREEMENT.

23. **Merchandise.** No merchandise shall be sold by SCTA on PROPERTIES without the prior written consent of the RAP General Manager or his or her designee.
24. **Safety Practices.** SCTA shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTIES. In the event of injury or death, or serious injury (requiring an emergency room hospital visit), SCTA must notify the respective RAP DIC as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTIES shall be provided to the respective RAP Director of this AGREEMENT within seventy-two (72) hours. SCTA shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.
25. **Suspected Child Abuse.** SCTA or SCTA's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in SCTA's PROGRAM or activities at the PROPERTIES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTIES. SCTA will notify the respective RAP Director of this AGREEMENT within twenty-four (24) hours of any such report.
26. **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. SCTA and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, SCTA will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
27. **Ratification.** At the request of RAP, and because of the need therefore, SCTA began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with SCTA for such services.

28. **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.

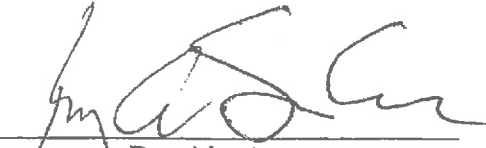
Exhibit A: List of Properties used for Tennis Instruction
Exhibit B: Program Description Sheet
Exhibit C: Sample Performance Review Form
Exhibit D: Insurance Requirements and Instructions
Exhibit E: Standard Provisions for City Contracts

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHERE OF, 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 PARKS COMMISSIONERS

SOUTHERN CALIFORNIA TENNIS ASSOCIATION, a California non-profit corporation

By: 
President

By: Carla C. Galt 9-9-13
Vice President

By: 
Secretary

Title: Janet B. B. Smith 9-24-13
Secretary

Date: October 2, 2013

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 
Deputy City Attorney

Date: 10/2/2013

EXHIBIT A
List of Properties

The twenty-four (24) RAP owned facilities comprising the PROPERTIES listed below, may be used for the provision of the PROGRAM during the summer session. The sites used will be mutually agreed upon by RAP and SCTA annually prior to the commencement of the PROGRAM, as described by Exhibit B

| Facility | Address | Phone | Email |
|--|---|--------------|--|
| 109 th Street Recreation Center | 1464 E 109 th Street Los Angeles, CA90059 | 323-566-4561 | 109thStreet.RecreationCenter@lacity.org |
| Algin Sutton Recreation Center* | 8800 South Hoover St Los Angeles, CA90044 | 323-753-5808 | AlginSutton.RecreationCenter@lacity.org |
| Arroyo Seco Park | 5568 Via Marisol Los Angeles, CA90042 | 213-847-4875 | HighlandPark.RecreationCenter@lacity.org |
| Eagle Rock Recreation Center | 1100 Eagle Vista Dr. Los Angeles, CA90041 | 323-257-6948 | EagleRock.RecreationCenter@lacity.org |
| Echo Park | 1632 Bellevue Ave Los Angeles, CA90041 | 323-257-3578 | EchoPark.RecreationCenter@lacity.org |
| El Sereno Recreation Center | 4721 Klamath Street Los Angeles, CA90026 | 323-225-3517 | ElSereno.RecreationCenter@lacity.org |
| Glassell Park | 3650 Verdugo Rd. Los Angeles, CA90065 | 323-341-5681 | Glassell.RecreationCenter@lacity.org |
| Green Meadows Recreation Center | 431 E 89 th Street Los Angeles, CA90003 | 323-565-4242 | GreenMeadows.RecreationCenter@lacity.org |
| Jackie Tatum Harvard Recreation Center* | 1533 W 62 nd Street Los Angeles, CA90047 | 323-819-0433 | Harvard.RecreationCenter@lacity.org |
| Jim Gilliam Park | 4000 S La Brea Ave Los Angeles, CA90008 | 323-291-5928 | JimGilliam.RecreationCenter@lacity.org |
| La Fayette Park* | 625 S. LaFayette Park Pl Los Angeles, CA90057 | 213-389-1117 | LaFayette.CommunityCenter@lacity.org |
| Lanark Recreation Center | 21816 Lanark Street Canoga Park, CA91304 | 818-883-1503 | Lanark.RecreationCenter@lacity.org |
| Poinsettia Park | 7341 Willoughby Ave. Los Angeles, CA90046 | 323-512-8234 | Poinsettia.RecreationCenter@lacity.org |
| Queen Anne Recreation Center | 1240 West Blvd. Los Angeles, CA90019 | 323-857-1180 | QueenAnne.RecreationCenter@lacity.org |
| Rancho Cienega Sports Center | 5001 Rodeo Rd. Los Angeles, CA90016 | 323-290-0908 | RanchoCienega.SportsCenter@lacity.org |
| Rio Del Los Angeles Park | 1900 N San Fernando Rd. Los Angeles, CA 900065 | 323-359-3022 | |
| Ritchie Valens Park* | 10736 Laurel Canyon Blvd. Pacoima, CA91331 | 818-427-1582 | |
| Ross Snyder Recreation Center* | 1501 E 41 st Street Los Angeles, CA90011 | 323-231-3964 | RossSnyder.RecreationCenter@lacity.org |

| Facility | Address | Phone | Email |
|---------------------------------|--|--------------|--|
| Shatto Recreation Center* | 3191 W 41 st Street Los Angeles, CA90020 | 213-386-8877 | Shatto.RecreationCenter@lacity.org |
| Sun Valley Recreation Center | 8133 Vineland Ave. Sun Valley, CA91352 | 818-767-6151 | SunValley.RecreationCenter@lacity.org |
| Valley Plaza Recreation Center* | 12240 Archwood Street Los Angeles, CA91606 | 818-427-1582 | ValleyPlaza.RecreationCenter@lacity.org |
| Van Ness Recreation Center* | 5720 2 nd Ave. Los Angeles, CA90013 | 323-296-1559 | VanNess.RecreationCenter@lacity.org |
| Van Nuys Recreation Center | 14301 Vanowen Street Van Nuys, CA91403 | 818-756-8131 | VanNuys.RecreationCenter@lacity.org |
| Yosemite Park | 1840 Yosemite Dr. Los Angeles, CA90041 | 323-257-1644 | YosemitePark.RecreationCenter@lacity.org |

Up to 8 of these facilities may be used for year-round PROGRAM which are denoted above with an asterisk (*) by their name.

EXHIBIT B
Program Description Sheet

The PROPERTIES shall be used for public programs and services, recreational uses and functions, events, and other agreed upon uses related to or incidental to park and recreational purposed found at CITY facilities. SCTA shall operate and maintain PROPERTIES efficiently and economically, at SCTAS sole cost and expense with support of RAP Staff, and shall cooperate with CITY. The following describes the use of PROPERTIES for PROGRAM authorized in this agreement:

PROGRAM will consist of tennis instruction for a minimum of four hours per week, for six (6) week session. Summer PROGRAM will begin first week of July. Additional seasonal session(s) may be conducted at up to twelve (12) of the PROPERTIES by mutual agreement.

A. SCTA Shall:

1. Provide two (2) tennis instructors for each Class of twenty-five (25) participants. Some PROPERTIES will have more than one (1) class. SCTA shall provide RAP staff with contact information for each instructor, provided by SCTA and shall ensure that each instructor, whether employee or volunteer, is appropriately evaluated pursuant to CITY's normal background check procedures for RAP volunteers.
2. Provide the following equipment:
 - a. T-shirt for every participant in the PROGRAM,
 - b. Tennis racket for each participant in the summer PROGRAM, as requested,
 - c. Two (2) cases of tennis balls for each of the PROPERTIES, per season of PROGRAM
3. Provide, at SCTA's sole cost and expense, the necessary instructional materials and supplies necessary to implement the PROGRAM successfully;
4. Provide appropriate and necessary publicity and promotion, including but not limited to, electronic marketing media through SCTA website, Facebook, etc.;
5. Submit to RAP Staff in writing, PROGRAM related statistics on a seasonal basis, by site and number of participants, for inclusion in RAP's Program Report;
6. Maintain COURTS and any other areas within the PROPERTIES designated for SCTA use, in a clean and orderly condition during and at the conclusion of PROGRAM related activities;
7. Be responsible for any damages to COURTS and adjacent facilities within the PROPERTIES, or any other space assigned to SCTA, caused by PROGRAM participants while under SCTA supervision, SCTA employees and/or representatives, subject to evaluation and possible pro-rata sharing of damage related costs between PARTIES;
8. Ensure that no photographs or filming of any individuals, including minors, or depiction of their likeness is included in any publication without obtaining prior written consent from the individual or the minor's parent or legal guardian.

The documentation of this written consent must be provided to RAP Staff prior to photographs being taken and/or filming conducted.

B. RAP Shall:

1. Collaborate with SCTA to implement the PROGRAM and ensure that adequate recreational space is available to accommodate the PROGRAM as described in this agreement;
2. Provide SCTA with access to the PROPERTIES to conduct PROGRAM related activities as described in this AGREEMENT, including space deemed necessary by CITY in which to conduct administrative functions related to the PROGRAM;
3. Collaborate with SCTA in promoting the PROGRAM as described in this AGREEMENT, through marketing and promotional assistance, such as with providing and distributing flyers and/or displaying banners at the PROPERTIES;
4. Provide SCTA Participant Registration Forms to patrons and input information into RAP's online activity catalog;
5. Reserve the right to modify the days and hours of operation at each of the PROPERTIES in the event of an emergency or unanticipated event.

EXHIBIT C Sample Performance Review



**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) | | | | | |
| 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 | | | | | |
| 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 | | | | | |

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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"/> |

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CONSOLIDATED PERFORMANCE REVIEW – PAGE 3

| |
|----------------|
| ORGANIZATION |
| TITLE |
| PERIOD COVERED |

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

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

ATTACHMENTS

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

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EXHIBIT D Insurance Requirements

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Southern California Tennis Association Date: 04/19/2013

Agreement/Reference: Operation of youth tennis programs at various recreation centers
 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) | WC <u>Statutory</u> EL <u>\$1,000,000</u> |
| <input type="checkbox"/> Waiver of Subrogation in favor of City | |
| <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act | |
| <input checked="" type="checkbox"/> General Liability | <u>\$1,000,000</u> |
| <input checked="" type="checkbox"/> Products/Completed Operations | |
| <input type="checkbox"/> Fire Legal Liability | |
| <input checked="" type="checkbox"/> Sexual Misconduct \$1,000,000 | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) | |
| <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) | |
| <input type="checkbox"/> All Risk Coverage | |
| <input type="checkbox"/> Flood | |
| <input type="checkbox"/> Earthquake | |
| <input type="checkbox"/> Boiler and Machinery | |
| <input type="checkbox"/> Builder's Risk | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> Pollution Liability | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds | 100% of the contract price |
| <input type="checkbox"/> Crime Insurance | |

Other: General Notes: 1) If 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 ; and
3) the City of Los Angeles is to be listed as additionally insured.

