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(213) 202-2633

May 07, 2026

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Nonprofit Preschool Operations – Approval of Seven Contracts with Five Nonprofit Child Care Service Providers for the Operation of Licensed Preschool Programs at Child Care Facilities within Banning Recreation Center, Downey Recreation Center, Echo Park Youth Center, Evergreen Recreation Center, South Park Recreation Center, Valley Plaza Recreation Center, and Van Ness Recreation Center – Approval of On-Site Signs for the Preschool Programs at South Park Recreation Center, Valley Plaza Recreation Center, and Van Ness Recreation Center – Categorical Exemption from the Provisions of the California Environmental Quality Act (CEQA) Pursuant to Article 19, Section 15301 [Operation, Repair, Maintenance, Permitting, Leasing, Licensing, or Minor Alteration of Existing Public or Private Structures, Facilities, Mechanical Equipment, or Topographical Features, Involving Negligible or No Expansion of Existing or Former Use] of California CEQA Guidelines as well as Article Iii, Section 1, Class 1(14) of City CEQA Guidelines for the Contracts with the Children's Collective, Inc., Child Development Consortium of Los Angeles, Inc., Pacific Asian Consortium in Employment, and Volunteers of America of Los Angeles – Categorical Exemption from the Provisions of CEQA Pursuant to Article 19, Section 15301 [Operation, Repair, Maintenance, Permitting, Leasing, Licensing, or Minor Alteration of Existing Public or Private Structures, Facilities, Mechanical Equipment, or Topographical Features, Involving Negligible or No Expansion of Existing or Former Use] and Section 15306 [Data Collection, Research, Experimental Management, and Resource Evaluation Activities Which Do Not Result in a Serious or Major Disturbance to an Environmental Resource] of California CEQA Guidelines as well as Article III, Section 1, Class 1(14) and Class 6(2) of City CEQA Guidelines for the Contract with the Mexican American Opportunity Foundation

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests the City Council authorize the Department of Recreation and Parks (RAP) (i) Authorize the Department of Recreation and Parks (RAP) Award and approve the proposed operations and maintenance contract with The Children's Collective, Inc. (TCCI); (ii) award and approve three proposed operations and maintenance contracts with Child Development Consortium of Los Angeles, Inc. (CDCLA); (iii) award and approve the proposed operations and maintenance contract with Mexican American Opportunity Foundation (MAOF); (iv) Award and approve the proposed



operations and maintenance contract with Pacific Asian Consortium in Employment (PACE); (v) award and approve the proposed operations and maintenance contract with Volunteers of America of Los Angeles (VOALA);(vi) approve the proposed on-site facility signs.

Background:

RAP has operated licensed child care programs at certain parks for decades, and has also authorized nonprofit organizations to operate Federal and State funded Head Start programs, cooperative parent-volunteer nurseries and preschools, and tuition-based child care programs at various park facilities. Pursuant to the RAP Child Care Policy (Report No. 11-296) and Partnership Policy (Report No. 09-261), such organizations are allowed to use park facilities free of any rent payments in exchange for affordable child care services provided to the public primarily at the organization's sole expense. RAP Cost Recovery Reimbursement Policies are also utilized when applicable, for the reimbursement of certain costs related to utilities, solid waste disposal, and staff impacts that are incurred by RAP as a result of the organization's operations on park property.

On May 14, 2025, RAP hosted a virtual Meet & Greet with prospective operators to share information on proposed sites, key dates, and proposal requirements ahead of the anticipated Request for Proposals (RFP) release. An email invitation was sent to current pre-school operators on RAP property and other operators identified by relevant City representatives. On June 9, 2025, RAP released the "Request for Proposals for the Management and Operation of One to Eight Licensed Preschool Center(s) Located on Park Property," through the City's Regional Alliance Marketplace for Procurement (RAMP) online platform, with proposals due no later than July 10, 2025. A copy of the RFP is included with this Report as Attachment 9. The eight child care facilities included in the RFP were Banning, Branford, Echo Park, Evergreen, Downey, South Park, Victory Valley, and Van Ness Child Care Centers. Subsequent to the release of the RFP, RAP removed the Branford location from the list as it was deemed necessary for RAP operation in the Valley Region.

A Mandatory Pre-Qualification Meeting was conducted on July 10, 2025 and a Non-Mandatory Technical Review Meeting was conducted on August 12, 2025. Mandatory Site Visits were held from July 22, 2025 to July 25, 2025 consisting of two scheduled times per site. Banning's Mandatory Site Visit was held virtually on July 21, 2025, due to ongoing construction at this site. An Alternate Non-Mandatory Meeting was held on September 3, 2025 in order to address several questions received after the Non-Mandatory Meeting and to reiterate compliance and submission requirements.

FISCAL IMPACT

There is no adverse impact to the RAP General Fund associated with the proposed Contracts, as each preschool operator will manage, maintain, and operate the preschools at their own risk and expense.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section. (213) 718-2007.

Honorable Members of the City Council
May 07, 2026
Page 3 of 3

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

A handwritten signature in black ink, reading "Takisha Sardin". The signature is written in a cursive style with a large initial 'S'.

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 26-099

cc: Joel Alvarez, Senior Management Analyst II, Partnership Section

APPROVED

May 07 2026

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-099

DATE May 07, 2026

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NONPROFIT PRESCHOOL OPERATIONS – APPROVAL OF SEVEN CONTRACTS WITH FIVE NONPROFIT CHILD CARE SERVICE PROVIDERS FOR THE OPERATION OF LICENSED PRESCHOOL PROGRAMS AT CHILD CARE FACILITIES WITHIN BANNING RECREATION CENTER, DOWNEY RECREATION CENTER, ECHO PARK YOUTH CENTER, EVERGREEN RECREATION CENTER, SOUTH PARK RECREATION CENTER, VALLEY PLAZA RECREATION CENTER, AND VAN NESS RECREATION CENTER – APPROVAL OF ON-SITE SIGNS FOR THE PRESCHOOL PROGRAMS AT SOUTH PARK RECREATION CENTER, VALLEY PLAZA RECREATION CENTER, AND VAN NESS RECREATION CENTER – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AS WELL AS ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES FOR THE CONTRACTS WITH THE CHILDREN'S COLLECTIVE, INC., CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., PACIFIC ASIAN CONSORTIUM IN EMPLOYMENT, AND VOLUNTEERS OF AMERICA OF LOS ANGELES – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF CEQA PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] AND SECTION 15306 [DATA COLLECTION, RESEARCH, EXPERIMENTAL MANAGEMENT, AND RESOURCE EVALUATION ACTIVITIES WHICH DO NOT RESULT IN A SERIOUS OR MAJOR DISTURBANCE TO AN ENVIRONMENTAL RESOURCE] OF CALIFORNIA CEQA GUIDELINES AS WELL AS ARTICLE III, SECTION 1, CLASS 1(14) AND CLASS 6(2) OF CITY CEQA GUIDELINES FOR THE CONTRACT WITH THE MEXICAN AMERICAN OPPORTUNITY FOUNDATION

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

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RECOMMENDATIONS

1. Award and approve the proposed operations and maintenance contract with The Children's Collective, Inc. (TCCI), in substantially the form attached hereto as Attachment 1, for the operation and maintenance of a preschool program at Van Ness Child Care Center, subject to the approval of the City Council and the City Attorney as to form;
2. Award and approve three proposed operations and maintenance contracts with Child Development Consortium of Los Angeles, Inc. (CDCLA), in substantially the form attached hereto as Attachments 2, 3, and 4, for the operation and maintenance of preschool programs at Banning Child Care Center, Downey Child Care Center, and Evergreen Child Care Center, subject to the approval of the City Council and the City Attorney as to form;
3. Award and approve the proposed operations and maintenance contract with Mexican American Opportunity Foundation (MAOF), in substantially the form attached hereto as Attachment 5, for the operation and maintenance of a preschool program at Echo Park Child Care Center, subject to the approval of the City Council and the City Attorney as to form;
4. Direct Department of Recreation and Parks (RAP) staff to complete a methane study for the Echo Park Child Care Center;
5. Award and approve the proposed operations and maintenance contract with Pacific Asian Consortium in Employment (PACE), in substantially the form attached hereto as Attachment 6, for the operation and maintenance of a preschool program at South Park Child Care Center, subject to the approval of the City Council and the City Attorney as to form;
6. Award and approve the proposed operations and maintenance contract with Volunteers of America of Los Angeles (VOALA), in substantially the form attached hereto as Attachment 7, for the operation and maintenance of a preschool program at Victory Valley Child Care Center, subject to the approval of the City Council and the City Attorney as to form;
7. Approve the proposed on-site facility signs, in substantially the form attached hereto as Attachment 8, for installation at South Park Recreation Center, Valley Plaza Recreation Center, and Van Ness Recreation Center;
8. Direct the Board Secretary to transmit the proposed operation and maintenance contracts described above in Recommendation Nos. 1, 2, 3, 5, and 6 (collectively, "Contracts") to the City Council and the City Attorney for review and approval as to form;
9. Authorize the Board President and Secretary to execute the Contracts subsequent to all necessary approvals;

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10. Determine that the proposed operations and maintenance contracts with TCCI, CDCLA, PACE, and VOALA are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines as well as Article III, Section 1, Class 1(14) of City CEQA Guidelines;
11. Determine that the proposed operations and maintenance contract with MAOF is categorically exempt from the provisions of CEQA pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] and Section 15306 [Data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource] of California CEQA Guidelines as well as Article III, Section 1, Class 1(14) and Class 6(2) of City CEQA Guidelines;
12. Direct RAP staff to file seven separate Notices of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
13. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$175.00 for the purpose of filing seven NOEs; and,
14. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

SUMMARY

RAP has operated licensed child care programs at certain parks for decades, and has also authorized nonprofit organizations to operate Federal and State funded Head Start programs, cooperative parent-volunteer nurseries and preschools, and tuition-based child care programs at various park facilities. Pursuant to the RAP Child Care Policy (Report No. 11-296) and Partnership Policy (Report No. 09-261), such organizations are allowed to use park facilities free of any rent payments in exchange for affordable child care services provided to the public primarily at the organization's sole expense. RAP Cost Recovery Reimbursement Policies are also utilized when applicable, for the reimbursement of certain costs related to utilities, solid waste disposal, and staff impacts that are incurred by RAP as a result of the organization's operations on park property.

On May 14, 2025, RAP hosted a virtual Meet & Greet with prospective operators to share information on proposed sites, key dates, and proposal requirements ahead of the anticipated Request for Proposals (RFP) release. An email invitation was sent to current pre-school operators on RAP property and other operators identified by relevant City representatives. On June 9, 2025, RAP released the "Request for Proposals for the Management and Operation of

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One to Eight Licensed Preschool Center(s) Located on Park Property,” through the City’s Regional Alliance Marketplace for Procurement (RAMP) online platform, with proposals due no later than July 10, 2025. A copy of the RFP is included with this Report as Attachment 9. The eight child care facilities included in the RFP were Banning, Branford, Echo Park, Evergreen, Downey, South Park, Victory Valley, and Van Ness Child Care Centers. Subsequent to the release of the RFP, RAP removed the Branford location from the list as it was deemed necessary for RAP operation in the Valley Region.

A Mandatory Pre-Qualification Meeting was conducted on July 10, 2025 and a Non-Mandatory Technical Review Meeting was conducted on August 12, 2025. Mandatory Site Visits were held from July 22, 2025 to July 25, 2025 consisting of two scheduled times per site. Banning’s Mandatory Site Visit was held virtually on July 21, 2025, due to ongoing construction at this site. An Alternate Non-Mandatory Meeting was held on September 3, 2025 in order to address several questions received after the Non-Mandatory Meeting and to reiterate compliance and submission requirements.

The following are the recommended organizations and the child care facilities intended for their use under the proposed contracts, subject to the Board’s approval:

1. The Children’s Collective, Inc. (TCCI):

- Van Ness Child Care Center - 5720 2nd Avenue, Los Angeles 90043 (CD-8)

TCCI is a South Los Angeles, California nonprofit corporation that has been providing family services to children, youth, and their families since 1972. Its mission is to alleviate poverty and transform lives in South Los Angeles by empowering children, youth, and their families to overcome systemic challenges and building pathways to sustainable success through high quality, comprehensive, educational and family support services. TCCI has its administrative office at 8616 La Tijera Blvd., Suite 100, Los Angeles 90045, and currently operates nine child care sites, which consist of seven Child Development Centers, an Infant Center, and an Infant and Toddler Center. TCCI proposes to implement a Tuition and Fee Schedule that will ensure no family is denied services due to the inability to pay. The proposed tuition and fees follow the 2025-26 Family Fee Schedule set forth by the California Department of Education for California State Preschool Programs. In practice, the majority of families participating in TCCI programs qualify for free or reduced fee child care. TCCI does not charge families any waiting list, enrollment, registration or delinquent/late fees. Families required to pay tuition are only responsible for tuition. In determining the appropriate tuition rate, TCCI will take into account household income and size in accordance with California Department of Social Services Fee Guidelines for families with incomes in the 75% to 100% State Median Income (SMI) level, and families with incomes no more than 15% above 100% of the SMI (effective July 1, 2025).

2. Child Development Consortium of Los Angeles, Inc. (CDCLA):

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- Banning Child Care Center - 1331 Eubank Ave., Wilmington 90744 (CD-15)
- Downey Child Care Center - 219 South Avenue 18, Los Angeles 90031 (CD-1)
- Evergreen Child Care Center - 211 S. Evergreen Ave., Los Angeles 90033 (CD-14)

CDCLA is a nonprofit organization established in 1978, with over 35 years of experience operating high-quality, nationally accredited early childhood programs in the City of Los Angeles. CDCLA is dedicated to providing and supporting programs that offer high quality early education programs to children, birth to five, regardless of socioeconomic status; increasing the professionalism of those who work in the child development field; and working with professionals in other fields to increase the level of understanding and support for child care and early education programs. CDCLA currently operates ten licensed child care centers and a network of family child care homes serving approximately 725 children per day across Los Angeles County. As a state funded child care provider, CDCLA's family fee structure for preschool and child care services will follow the guidelines of the California State Preschool Program contract terms and conditions, based state median income levels. CDCLA's administrative office is located at 1541 Wilshire Blvd., Suite 400, Los Angeles 90017.

3. Mexican American Opportunity Foundation (MAOF):

- Echo Park Child Care Center - 515 Laveta Terrace, Los Angeles 90026 (CD-1)

MAOF, one of the largest Latino social services organizations in the United States founded in 1963, with a mission to provide for the socioeconomic betterment of the greater Latino community of California; This is accomplished through programs in early childhood education and family services, job training, and senior lifestyle development through the communities served by MAOF. MAOF currently operates 16 Head Start and Early Head Start Program Centers and 44 Child Care and Early Education Centers in California (Los Angeles, Kern, Monterey, Orange, San Bernardino, San Diego, and Ventura Counties). MAOF's Headquarters is located at 401 N. Garfield Ave., Montebello, CA 90640. MAOF proposes to provide their program free of charge to eligible low-income households, and fee-based program options for those families not eligible for free program services, taking into account household income and size in accordance with California Department of Social Services Fee Guidelines for families within the 85% State median income level (effective July 1, 2025).

4. Pacific Asian Consortium in Employment (PACE):

- South Park Child Care Center - 345 E. 51st Street, Los Angeles 90011 (CD-9)

PACE is a public benefit nonprofit corporation formed in 1975 to serve the employment needs of the Los Angeles Asian America Pacific Islander refugee community, which expanded into programs and services to address the issues of poverty and inequality faced by Angelenos across all ethnic and racial groups. In 1980, PACE broadened their programming to include early childhood education, followed by other socioeconomic

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programs and services addressing a variety of issues. PACE currently operates 15 Head Start and Early Head Start locations in Los Angeles County (10 in Los Angeles, 3 in Gardena and 2 in Lawndale), and has their Headquarters at 1055 Wilshire Blvd., Suite 1475, Los Angeles 90017. PACE proposes to provide their program free of charge to eligible low-income households.

5. Volunteers of America of Los Angeles (VOALA):

- Victory Valley Child Care Center - 6451 Saint Claire Ave., North Hollywood 91606 (CD-2)

VOALA is a nonprofit human services organization established in 1896 on a core belief in the potential of every person no matter the circumstance, and a commitment to serving people in need, strengthening families, and building communities. VOALA currently operates 49 Head Start, Early Head Start, and other early learning and child care programs in Los Angeles, split across five regions; South Bay, South L.A., East L.A., North Hollywood, and the greater San Fernando Valley. All programs are supported by the Los Angeles County Office of Education. VOALA's Headquarters is located at 3600 Wilshire Blvd., Suite 1500, Los Angeles, 90010. VOALA proposes to provide their program free of charge to eligible low-income households.

RFP Results

The RFP on RAMP generated 892 page views, 72 distinct views, and 47 bookmarks, indicating that a variety of organizations viewed and considered the RFP. RAP received 24 proposals from 11 organizations. Four proposals were determined to be non-responsive due to incomplete proposals and/or were submitted after the due date. Those organizations selected for potential contract award were notified on October 9, 2025. As stipulated in the RFP, the evaluation of submitted proposals would occur through two levels of evaluation:

- Level I: A review of the proposals to verify that compliance with RFP submittal requirements and the sufficiency of submittal documents has been met;
- Level II: A comprehensive evaluation of proposal documents and their content by a panel comprised of RAP employees to score and rank proposals.

In accordance with the RFP, proposals were required to satisfy all requirements under Level I in order to proceed to Level II. Pursuant to the RFP guidelines, proposals would be found to be either Responsive (pass) or Non-responsive (fail).

The following organizations did not successfully complete the two-level review process. The reasons for these organizations being deemed non-responsive are also noted. City requirements and practices allow departments to conditionally recommend contractors for certain informalities, however, these organizations failed to submit complete, responsive proposals and those missing and/or incomplete documents cannot be submitted after the bid due date.

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Organizations Not Recommended:

- 1) Chapman Family Child Care, LLC, was notified on September 18, 2025 that it failed to submit complete E-Bidding Compliance Documents as directed in Attachment II (Compliance Package).
- 2) Foundation for Early Childhood Education was notified on September 18, 2025 that it failed to submit complete E-Bidding Compliance Documents as directed in Attachment II (Compliance Package).
- 3) YWCA Greater Los Angeles was notified on September 18, 2025 that it failed to submit complete E-Bidding Compliance Documents as directed in Attachment II (Compliance Package).
- 4) Kidz Korner International Children's Center was notified on September 10, 2025 that its proposal was received after the submission deadline.

Protest to RFP Analysis and Determination

On September 10, 2025, Kidz Korner International Children's Center (Kidz Korner) was notified that its proposal was deemed non-responsive for the reason noted above. On September 11, 2025, Kidz Korner submitted a protest to this decision by email, which is included with this Report as Attachment 10. During the mandatory meeting RAP staff reminded each attendant that each form in the Compliance Packet must be completed as instructed on each form, including E-Bidding.

RAP staff therefore recommends the Board deny this protest based on the Compliance Packet not being completed per the stated instructions.

Proposed Contracts

Each proposed operations and maintenance contract (collectively, "Contracts") is consistent with RAP Policies, Guidelines, and practices for the operation of public programs and services on park property provided by nonprofit organizations, including but not limited to Cost Recovery Reimbursement Policies. Certain organizations will be contracting directly with certain service providers at no cost to RAP, such as the Los Angeles Department of Water and Power (LADWP), rubbish disposal companies, custodial services, and/or landscape companies. Others, due to facility limitations making such direct arrangements not feasible, will be reimbursing RAP through the payment of Cost Recovery Reimbursement Fees (CRRF) for certain costs incurred by RAP as a result of the organization's operations, such as for Utilities, Solid Waste (trash) Disposal, and Staff Impacts (common area maintenance). All organizations have agreed to the terms and conditions of the proposed Contracts.

Proposed Contracts General Provisions:

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In addition to standard contract provisions, including the Standard Provisions for City Contracts (Rev.1.25 [v.2]), the proposed Contracts contain the following general provisions:

- 1) Term: Five years with one five-year option to extend, exercisable at the discretion of RAP.
- 2) Contractor Responsibilities:
 - a. General Operation: Contractor shall manage and operate the preschool as a high-quality licensed preschool program, providing such services for the licensed capacity approved by the California Department of Social Services Community Licensing Division. Contractor shall also be required to:
 - (i) Be responsible for maintaining and accounting for their revenue and expenses, including but not limited to the collection of any RAP approved fees and payment of liabilities. All established and/or proposed fees shall be subject to prior written approval by the Board;
 - (ii) Fully accept any and all risk of operating losses associated with the operation of the preschool;
 - (iii) Not use the preschool for any purpose other than licensed preschool and related activities;
 - (iv) Establish a philosophy and curriculum that promotes best-practices in the field of early care primarily for toddler and preschool age children, and with the option of providing infant care, consistent with RAP's philosophy and objectives described in the RFP, as well as the proposed Contract, ensuring that the program implements effective procedures to ensure the health, safety, and security for all individuals involved in the preschool program;
 - (v) Obtain and/or maintain in good standing a State of California childcare license, and be responsible to obtain, pay for, and maintain in good standing, all other applicable permits, licenses, taxes, and/or certifications that may be required for, or associated with, the operation and maintenance of the preschool, such as, but not limited to, fire clearances, possessory interest tax, business registrations, etc.; and,
 - (vi) Provide RAP with financial and status reports, as described in the RFP and proposed Contract.
- 3) Hours / Days of Operation: Notwithstanding any approved prearrangements with RAP, contractor shall operate the Center from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City of Los Angeles recognized employee holidays.
- 4) Utilities: The cost of water, gas, electricity, phone and data lines.

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- 5) Facility Repair, Custodial, Groundskeeping, and Trash Disposal: Contractor will assume responsibility for facility repair and interior custodial services and exterior groundskeeping.
- 6) Exterior Common Area Grounds Maintenance: RAP shall be reimbursed when applicable for pro-rated costs related to RAP's maintenance of exterior common-grounds by way of Cost Recovery Reimbursement Fees paid to RAP.
- 7) Acceptance of additional site-specific responsibilities stipulated in the Contracts, respectively.

As part of each contractor's management and operation of the preschool, each contractor will install a facility sign announcing the presence of the preschool and the programs being offered, including contact information and other program information to incentivize public interest and promote student recruitment. Attachment 8 illustrates the signs submitted by PACE, TCCI, and PACE for the Board's consideration; with the Board's approval, these contractors will be authorized to install the on-site signs in coordination with RAP staff

Staff recommends the approval of the proposed seven Contracts described in this Report, authorizing the operation of much needed preschool services at seven child care facilities located on park property to help meet the rising demand for child care services in Los Angeles.

ENVIRONMENTAL IMPACT

Based on the project description, the proposed Board action consists of seven separate contracts to permit the use of public structures. The operations and maintenance contracts with TCCI, CDCLA, PACE, and VOALA do not include any alterations of the premises.

The operations and maintenance contract with Mexican American Opportunity Foundation (MAOF) requires a study to determine if the Echo Park Child Care Center requires a methane detection system.

According to the parcel profile reports downloaded from NavigateLa (www.navigate-la.org), none of the sites is located in the coastal zone or in the Alquist Priolo Fault Zone. Downey Child Care Center, South Park Child Care Center and Van Ness Child Care Center are in the liquefaction zone, but the proposed Board action will not affect the risk of liquefaction. Banning Child Care Center, Echo Park Child Care Center and Evergreen Child Care Center are located in the methane zone. Evergreen Child Care Center is equipped with a methane detection system, while the Department of Building and Safety determined that no methane detection system was needed for Banning Child Care Center. A methane study will be conducted for Echo Park Child Care Center and if necessary, a detection system will be installed. Therefore, there is no reasonable possibility that the proposed Board action may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Board action.

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As of April 6, 2026, the State Department of Toxic Substances Control (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (Geotracker at <https://Geotracker.waterboards.ca.gov>) have listed three contaminated sites near the Banning Child Care Center (within 1000 feet). Case SLT43538536, case SLT43572570 and case SLT43498496; these cases do not represent a hazard for the proposed Board action, since each was closed in or before 2001 and the proposed Board activity consists in repairs to the existing building.

Envirostor and Geotracker listed five cases within the 1,000 feet radius from the Downey Child Care Center. The Regional Water Quality Control Board (RWQCB) closed T0603700787 in 1999, after an underground leaking tank was removed. T0603700788 was closed in 2011, after groundwater monitoring found that a plume of contaminant had been dissolved. Case T10000003600 was closed in 2014 after 9,537 tons of contaminated soil was removed and disposed of off-site, 2-3 feet of clean fill material was placed over the entire site and the residual soil and groundwater contamination were deemed unlikely to cause significant human health and environmental risks via major pathways, such as direct contact, drinking water ingestion, and vapor intrusion. Case 19290289 is a former hydrocarbon fuel storage site, which burned in 1984. The remedial action removed contaminated soil, and further investigation found that the remaining groundwater contamination was caused by other properties. In 2014, the Department of Toxic Substances Control closed the case, limiting the use of the property to commercial and industrial uses. None of these sites will affect the child care center.

As of April 6, 2026, Envirostor and Geotracker listed three cases within the 1000 feet radius from the Van Ness Child Care Center. Case T0603701013 is a Metropolitan Transit Authority Maintenance Yard, where four underground storage tanks were replaced in 1996. The contaminated soil was removed and the RWQCB closed the case in 1996. Case 60003320 and 60003318 are dry cleaners currently under investigation. None of these sites is expected to affect the child care center.

No cases were found in the 1,000 feet radius of Echo Park Child Care Center, Evergreen Child Care Center, South Park Child Care Center and Victory Valley Child Care Center.

According to the Caltrans Scenic Highway Map, there is no scenic highway located within or adjacent to the proposed sites. Banning Child Care Center is one of the contributing elements to the historic significance of Banning Park, an historic site listed in the National Register of Historic Places (NHRP 71000160), however its use as a child care center does not affect the historic significance of the building. None of the other sites have been deemed eligible to be listed at Federal, State or local level and their use as child care centers will not have any significant effect on historic resources.

Based on this information, staff recommends that the Board determine that the proposed Contracts are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 153

FISCAL IMPACT

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There is no adverse impact to the RAP General Fund associated with the proposed Contracts, as each preschool operator will manage, maintain, and operate the preschools at their own risk and expense.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Draft Van Ness Contract - Children's Collective, Inc.
- 2) Draft Banning Contract - Child Development Consortium of Los Angeles, Inc.
- 3) Draft Downey Contract - Child Development Consortium of Los Angeles, Inc.
- 4) Draft Evergreen Contract - Child Development Consortium of Los Angeles, Inc.
- 5) Draft Echo Park Contract - Mexican American Opportunity Foundation
- 6) Draft South Park Contract - Pacific Asian Consortium in Employment
- 7) Draft Victory Valley Contract - Volunteers of America Los Angeles
- 8) On-site Facility Signs
- 9) RFP Released on June 9, 2025
- 10) Kidz Korner International Children's Center Protest dated September 10, 2025

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
THE CHILDREN’S COLLECTIVE, INC.
FOR THE MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT VAN NESS RECREATION CENTER**

This operations and maintenance contract (“CONTRACT”) is entered into as of _____, 2026, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“BOARD”) and The Children’s Collective, Inc., a California nonprofit public benefit corporation (“CONTRACTOR”) for the operation and maintenance of a Licensed Childcare Center at Van Ness Recreation Center. CITY and CONTRACTOR may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through the Department of Recreation and Parks (“RAP”), owns and operates real property commonly known as Van Ness Recreation Center (“PARK”), located at 5720 2nd Ave., Los Angeles, California 90043; and

WHEREAS, CITY has allocated a portion of the PARK, which consists of a childcare center building (“CENTER”), with a street address of 5720 2nd Ave., Los Angeles, California 90043, for the operation and maintenance of a California licensed preschool; and

WHEREAS, on June 9, 2025 RAP released a Request for Proposals (“RFP”) in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025 CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP’s determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on DATE, 2026, the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. XX-XXX), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit

of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation of a licensed Preschool, located at 5720 2nd Ave., Los Angeles, California 90043.

PARK: Van Ness Recreation Center, located at 5720 2nd Ave., Los Angeles, California 90043.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: The Children’s Collective, Inc.

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: The Children’s Collective, Inc., a California nonprofit public benefit corporation (EIN 23-7068446)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-2633
rap.commissioners@lacity.org

CONTRACTOR: The Children's Collective, Inc.
Dr. Charles Lee-Johnson
8616 La Tijera Boulevard, suite 100, Los Angeles, CA 90045
(310) 870-1370
cjohnson@childrenscollective.org

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR Erynn Laurent, Director of Child Development
8616 La Tijera Blvd, Suite 100, Los Angeles, CA 90045
310.733.4388
elaurent@childrenscollective.org

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: The Children's Collective, Inc.
Fernando Reyes
8616 La Tijera Boulevard, suite 100, Los Angeles, CA 90045
(310) 870-1370
freyes@childrenscollective.org

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 5720 2nd Ave., Los Angeles, California 90043, within the grounds of Van Ness Recreation Center, referred to herein as "PARK". A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of an interior area generally containing a Lobby, Main Classroom, three Storage Rooms, Conference Room, Isolation Room, three Restrooms, Staff Room, Work Room, Laundry Room, Kitchen and Pantry, Director's Office, and Electrical Room. The CENTER is capable of being licensed by the State of California for up to thirty children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for infants and toddlers (under 2 years old) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking within the enclosed parking lot is exclusive to the CENTER, with the exception of six parking spaces designated for use by RAP for the parking of two RAP passenger vans and three staff vehicles. The management of the parking area shall be managed by CONTRACTOR in coordination with RAP on-site RAP STAFF. During the TERM of this CONTRACT, CONTRACTOR may reserve or designate the remaining parking spaces in the CENTER's parking lot at CONTRACTOR's discretion. However due to space constraints, no parent-child drop-off or pick-up shall occur within the CENTER's parking lot. During the days and hours of CENTER operations specified herein, CONTRACTOR, its staff, and public patrons and/or guests involved in CONTRACTOR activities at the CENTER shall have the non-exclusive right to park vehicles within any available parking spaces in the large parking lot located adjacent to the CENTER on a first-come-first-served basis, including but not limited to parent-child drop-off and pick-up purposes. Pursuant to Section 4.6.m of this CONTRACT, any modifications to the parking lot design or layout must be approved in writing by RAP prior to the implementation of any such alterations or improvements. Exclusive or designated parking in the CENTER's parking lot and/or adjacent parking lot, must be approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under

this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a) CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b) CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c) CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;

- iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
 - iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.
- d) CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
 - e) CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
 - f) CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
 - g) CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
 - h) RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.

- i) **CONTRACTOR** shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at **CONTRACTOR**'s sole cost and expense, and no cost to **CITY**. **CONTRACTOR** shall notify **RAP** in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by **RAP** is not feasible.

Major Repair. **CONTRACTOR** shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j) **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this **CONTRACT**, in no event shall **CITY** be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the **TERM** of this **CONTRACT**.

City will not provide any funding in connection with **CONTRACTOR**'s preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of **CONTRACTOR**.

- k) **Repairs by CITY.** If **CONTRACTOR** requests **CITY** to provide any repairs, services or maintenance, **CONTRACTOR** shall pay **RAP** for such repairs, services, or maintenance at actual cost, including costs incurred by **CITY**, as determined by **RAP**. **RAP/CITY** may require a cash deposit in advance.
- l) **Emergency Repairs.** **CONTRACTOR** shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. **CONTRACTOR** shall provide notification to **RAP** of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m) **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by **RAP**. **CONTRACTOR** shall provide **RAP** with detailed information and specifications for review and written approval by **RAP/CITY**, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by **CITY**. Unless agreed to in advance, all project associated costs shall be paid at the sole

expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a) Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- b) PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including

graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 **Restriction on Sale of Merchandise.** No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 **Consideration and CRRF.** The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a) Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. **The total CRRF required under this CONTRACT is \$1,053.00 per month**, paid in advance for Utilities, Solid Waste Disposal, and/or Staff impacts, as detailed below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.
- b) Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR's pro-rata cost of electricity and gas at the CENTER is \$981.00 per month, and shall be the responsibility of CONTRACTOR to submit such payments to RAP pursuant to paragraph 4.11.f. below. The total CRRF above is inclusive of the electricity and gas charges, and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

The total CRRF above does not include water service charges. CONTRACTOR shall establish its own account with the Los Angeles Department of Water and Power (LADWP) for water service at the CENTER, and shall pay for such services directly to LADWP under the following utility meters:

- **Water/Sewer: 90607839**

- c) Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit

organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR's pro rata monthly cost of waste disposal at the CENTER is \$72.00 per month, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the Trash and Solid Waste Disposal CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

- d) Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable. However, CONTRACTOR has agreed to be responsible for all costs related to the maintenance and repair of the facility in accordance with the terms and conditions of this CONTRACT, including but not limited to interior custodial and exterior groundskeeping. The contracting and all associated payments to private service providers shall be the responsible of CONTRACTOR, at no cost to RAP or CITY. The total CRRF above is inclusive of the Staff Impact CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11a above.
- e) Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f) Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 1st of each month and delinquent after the 10th of each month.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - RAP'S PHILOSOPHY ON CHILD CARE

RAP's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience

the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of thirty children, consisting of infants and toddlers (ages 0 to 3 years) and preschool age children (3 to 5 years).

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Farmworkers Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

However, it is understood and agreed to by PARTIES that CONTRACTOR shall be allowed to operate on Farmworkers Day and Indigenous People's Day, with ten days advance written notice to RAP STAFF confirming such operation for RAP STAFF's awareness.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence demonstrating that an application for childcare licensing was filed with the State of California, Department of Social Services, Community Care Division under the Child Care Licensing Program within ten calendar days of the BOARD's approval of this CONTRACT.
- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.
- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.

- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5 as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.
- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to any Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.
- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.

- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.
- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.

- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment

Opportunity laws, American with Disabilities Act, and related guidelines and regulations.

- b) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to

the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.

- c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least six months in advance of planned implementation.
- d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five-mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.

- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) Two Wait Lists shall be maintained by CONTRACTOR when vacancies do not exist; one for infants and toddlers (0 to 3 years old), and one for preschool age children (3 to 5 years old), subject to review by RAP of annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;

- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) Proposed Annual Budget

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b) Annual Audited Statements

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

c) Bi-Annual Reports

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - (i) Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - (ii) An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
 - (iii) A Waiting List by age assignment (infants and toddlers 0 to 3 years old and preschool ages 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) Tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review (“Annual Performance Reviews”) to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 CITY’s Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR’s adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP’s sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP’s written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or

children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR'S financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR's insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or

bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

THE CHILDREN'S COLLECTIVE, INC., a California nonprofit public benefit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

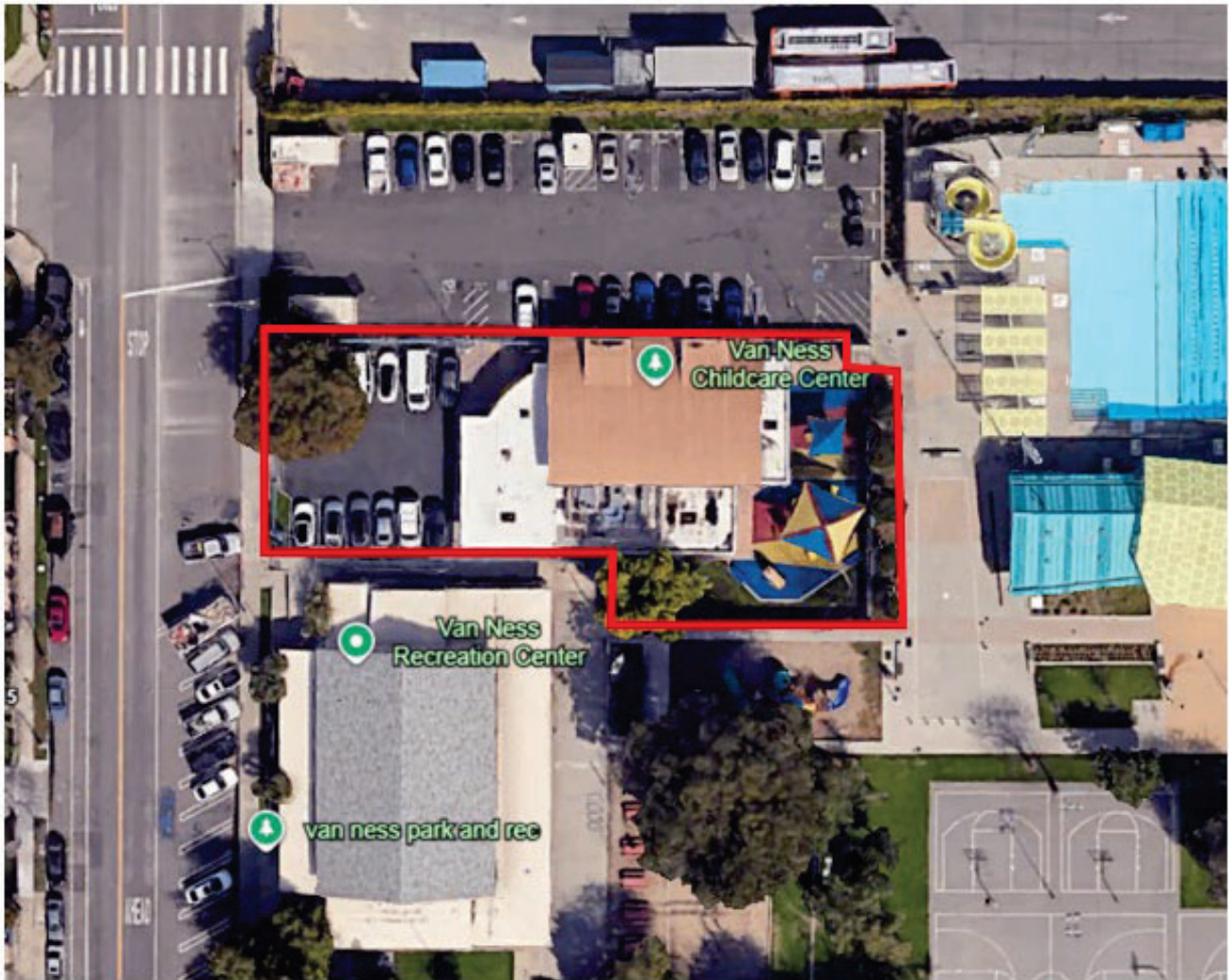
By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

Center Description and Layout

Van Ness Child Care Center
5720 2nd Avenue, LA., CA 90043



Van Ness Child Care Center
5720 2nd Avenue, LA., CA 90043

Building Layout and Amenities

- Lobby
- Main Classroom (2,160 sq.ft. – two sinks)
- Storage Room #1
- Conference Room (280 sq.ft.)
- Isolation Room (96 sq.ft.) and Restroom (56 sq.ft. - one toilet)
- Staff Room (130 sq.ft.)
- Work Room (126 sq.ft.)
- Laundry Room (126 sq.ft.)
- Kitchen and Pantry (168 sq.ft.)
- Adult Restroom (56 sq.ft.)
- Girls Toilet #1 (35 sq.ft.)
- Boys Toilet #1 (35 sq.ft.)
- Director's Office (132 sq.ft.)
- Electrical Room
- Storage Room #2 (35 sq.ft.)
- Boys Toilet #2 (35 sq.ft.)
- Girls Toilet #2 (35 sq.ft.)
- Storage Room #3

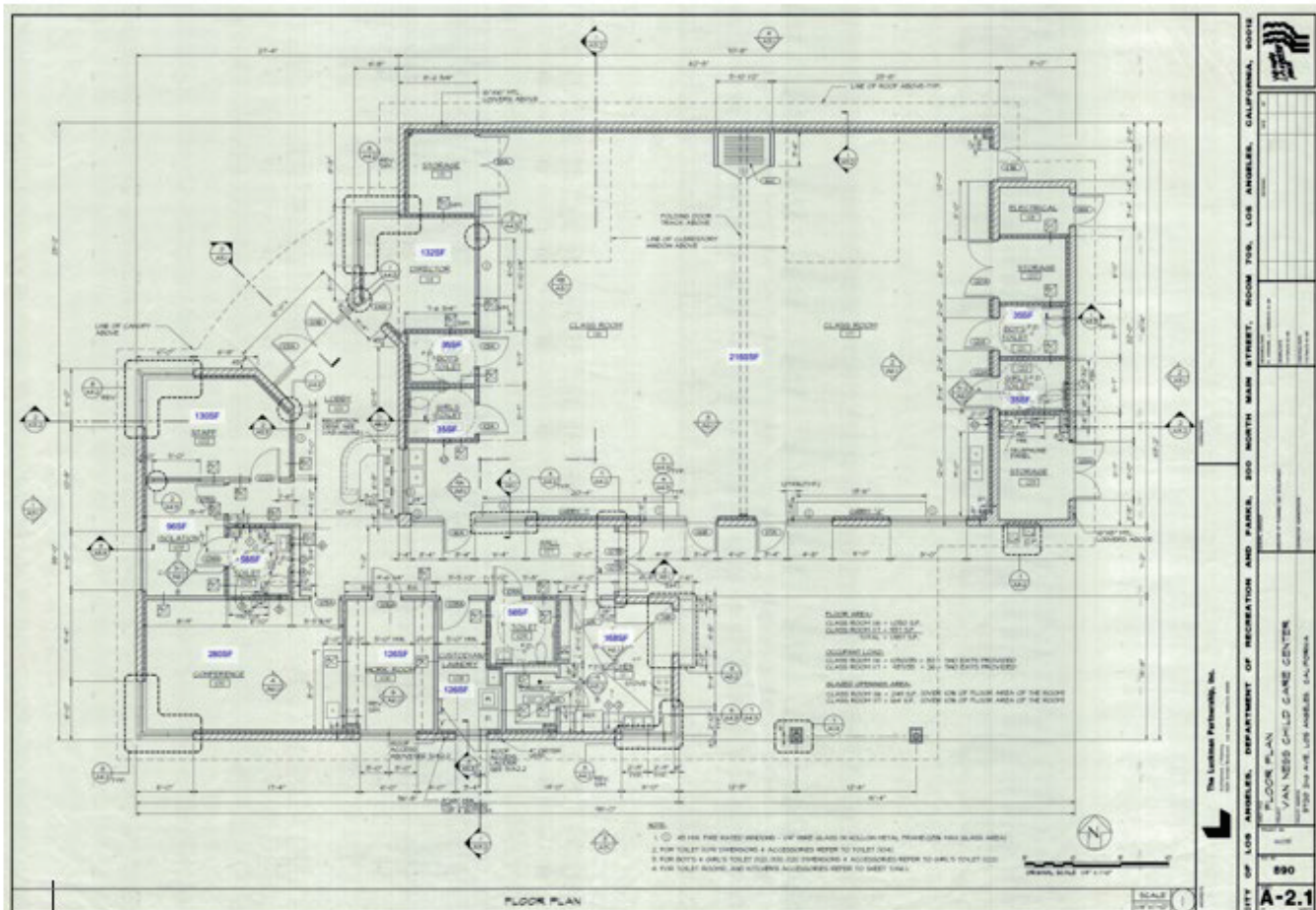


EXHIBIT B

Initial Tuition Rates and Schedule



8616 La Tijera Blvd, Suite 100
Los Angeles, CA 90045

Tel: (310) 733-4388

Fax: (310) 733-4320

www.childrencollective.org

Family Fee Structure Van Ness Child Development Center

At the Van Ness site, services will operate under California's CDE funded child development programs, including both the California State Preschool Program (CSPP) and the General Child Care and Development Program (CCTR), administered by The Children's Collective, Inc. (TCCI). As such, tuition (referred to as the Family Fee) follows the California Department of Education (CDE) Family Fee Schedule and is based on state regulations rather than a site-specific rate.

Family fees are determined by the CDE and CDSS based on the following factors:

- Family size
- Adjusted monthly family income
- Certified hours of care (part-time or full-time)

For families who do qualify for a fee, the amount is determined using the CDE Family Monthly Fee Schedule, assessed as a flat monthly fee for either part-time or full-time enrollment. A copy of the schedule is attached for your reference. No additional charges are assessed by participants as TCCI does not charge waiting list, enrollment, registration, or late fees.

State Schedule Attached Separately

EXHIBIT C

Initial Operating Budget

3. PROPOSED OPERATING BUDGET

The Children's Collective, Inc. (TCCI) is well-positioned to successfully launch, finance, operate, and sustain the proposed child care center, encompassing all start-up activities, facility improvements, inventory acquisition, and ongoing service delivery. With over five decades of experience managing public and private contracts, TCCI has consistently demonstrated prudent fiscal management, strong internal controls, and compliance with federal, state, and local funding requirements. Our financial position reflects a stable foundation of diversified funding sources and access to additional capital when needed, ensuring continuity of operations and responsiveness to community needs.

The following subsections (3.1–3.4) will demonstrate TCCI's capacity to responsibly manage resources and meet all financial obligations associated with the proposed scope of work.

3.1 Amount of Investment Required

TCCI has developed a comprehensive financial plan to support the successful launch and long-term sustainability of the Van Ness Child Care Center. This plan outlines the full investment required to begin and sustain operations, including essential start-up and pre-opening costs, as well as sufficient working capital to ensure uninterrupted, high-quality services during the ramp-up period. Backed by both dedicated start-up funds and unrestricted reserves, TCCI's budget estimates align with RAP's required categories and demonstrate the organization's financial capacity to fully implement and maintain the proposed child care center.

		Source of Funding		
		Program Cash Reserves		
Item	Total Start Up Costs	TCCI Program Cash Reserves	TCCI Unrestricted Cash Reserves	Description
Repairs and Maintenance	\$ 32,204	\$ 32,204	\$	Facility Setup & Renovation, child-sized toilets/sinks, safety upgrades, and ADA compliance.
Inventory	8,808	8,808		Curriculum materials, books, manipulatives, art supplies, and learning centers.
Equipment	29,445	29,445		Age-appropriate playground structures, safety surfacing, and fencing.
Operating Supplies	4,168	4,168		Office supplies, first aid kits, cleaning supplies, PPE, and sanitation stations.
Marketing and advertising	10,000		10,000	Enrollment Recruitment and Community Outreach

Payroll	30,039	30,039		One month Personnel Cost - Salary and Fringe Benefit
Insurance	1,983	1,983		Commercial Insurance and Worker Compensation
Other - Utilities	3,088	3,088		Facility - Gas, Light, garbage, etc.
Other - Phone System and Technology	3,339	3,339		Telephone and IT support
Other - Staff Recruitment & Training	1,636	1,636		Background checks, onboarding, etc.
Other - Licensing & Permits	2,000	2,000		Includes licensing fees, fire inspections, and other regulatory costs.
Category Total	\$126,710	\$116,710	\$ 10,000	

The total Estimated Investment is \$126,710.

TCCI's allocation of start-up funds, coupled with access to program and unrestricted cash reserves, demonstrates the organization's financial capacity to cover all pre-opening, operational, and contingency costs. This layered funding approach ensures the center will be fully resourced on opening day, financially stable during the initial enrollment ramp-up, and sustainable over the long term. The following section outlines the specific funding sources that will be utilized to meet these investment requirements and sustain operations throughout the contract term.

EXHIBIT D**Required Insurance and Minimum Limits**Name: The Children's CollectiveDate: 03/17/2026Agreement/Reference: Management and Operation of a Licensed Preschool Center at Van Ness Recreation Center

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** City of Los Angeles must be named as an additional insured party1,000,000☒ Products/Completed Operations☒ Sexual Misconduct 1,000,000☒ Fire Legal Liability 500,000☒ \$2,000,000 aggregate☒ Occurrence-Based**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)1,000,000**✓ Professional Liability** (Errors and Omissions)1,000,000Discovery Period 12 months after completion of work or date of termination**Property Insurance** (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐**Surety Bonds - Performance and Payment (Labor and Materials) Bonds****Crime Insurance****Other:** Provided to: Joel Alvarez

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>

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

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC.
FOR THE MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT BANNING RECREATION CENTER**

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Child Development Consortium of Los Angeles, Inc., a California nonprofit public benefit corporation ("CONTRACTOR") for the operation and maintenance of a licensed preschool program at Banning Childcare Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as Banning Recreation Center ("PARK"), located at 1331 Eubank Avenue, Wilmington, California 90744; and

WHEREAS, CITY has allocated a portion of the PARK consisting of a childcare center building ("CENTER"), with a street address of 1331 Eubank Avenue, Wilmington, Los Angeles, California 90744 (which is shared with the PARK), for the operation and maintenance of a California licensed preschool program ("PROGRAM"); and

WHEREAS, on June 9, 2025, RAP released a Request for Proposals ("RFP") in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on _____ DATE _____, 2026, the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. XX-XXX), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit

of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation of a licensed Preschool, located at 1331 Eubank Avenue, Wilmington, California 90744.

PARK: Banning Recreation Center, located at 1331 Eubank Ave, Wilmington, Los Angeles, California 90744.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Child Development Consortium of Los Angeles, Inc., a California nonprofit public benefit corporation (EIN 95-4198533)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-5600
rap.commissioners@lacity.org

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.
Bethany Hernandez Parks and Lisa Flenour
1541 Wilshire Boulevard, Suite 400, Los Angeles, CA 90017
(213) 244-1240
cdcla@cdcla.org / lisaw@cdcla.org / firststart@gmail.com

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR Lisa Wilkin, Executive Director
1541 Wilshire Blvd., Ste. 400, Los Angeles, CA 90017 213-244-1240
lisaw@cdcla@cdcla.org

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: City of Los Angeles, Department of Recreation and Parks
Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.
Bethany Hernandez Parks and Lisa Flenour
1541 Wilshire Boulevard, Suite 400, Los Angeles, CA 90017
(213) 244-1240
cdcla@cdcla.org / lisaw@cdcla.org / firststart@gmail.com

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 1331 Eubank Avenue, Wilmington, Los Angeles, California 90744, within the grounds of Banning Recreation Center, referred to herein as "PARK". A Site Map of the CENTER and portion of the PARK is attached hereto and incorporated herein by reference as EXHIBIT A. It is understood and agreed by PARTIES, that the licensed capacity of the CENTER shall be determined and assigned by the State of California Community Care Licensing Division.

The CENTER consists of an interior area generally containing a Reception Area, Director's Office, two Classrooms, two Storage Rooms, Isolation Room, Laundry Facility, Janitorial/ Storage Room, Pantry, two Restrooms, Accessible Restroom, and All Gender Restroom. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for toddlers (under 18 months) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking is shared with PARK patrons and the public. There are no reserved or designated parking spaces at the CENTER or PARK. During the TERM of this CONTRACT and during the days and hours of CENTER operation specified herein, CONTRACTOR, its staff, and public patrons and/or guests, whether or not involved in CONTRACTOR activities at the CENTER, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER and PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, CONTRACTOR, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the

CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a. CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b. CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c. CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;
 - iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
 - iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.

- d. CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
- e. CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
- f. CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g. CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
- h. RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.
- i. CONTRACTOR shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at CONTRACTOR's sole cost and expense, and no cost to CITY. CONTRACTOR shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.

Major Repair. CONTRACTOR shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j. **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this CONTRACT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the TERM of this CONTRACT.

City will not provide any funding in connection with CONTRACTOR's preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of CONTRACTOR.

- k. **Repairs by CITY.** If CONTRACTOR requests CITY to provide any repairs, services or maintenance, CONTRACTOR shall pay RAP for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. RAP/CITY may require a cash deposit in advance.
- l. **Emergency Repairs.** CONTRACTOR shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. CONTRACTOR shall provide notification to RAP of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m. **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by RAP. CONTRACTOR shall provide RAP with detailed information and specifications for review and written approval by RAP/CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all

associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a. Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- b. PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, building maintenance and repair. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a. Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. The total CRRF required under this CONTRACT is \$878.00 per month, or \$10,536.00 annually, paid in advance for Utilities (electricity and gas) and Solid Waste Disposal, as detailed below. It shall be the responsibility of CONTRACTOR to submit such payments to RAP pursuant to Section 4.11.f. below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.
- b. Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR's cost of electricity at the CENTER is \$825.00 per month, or \$9,900.00 annually, and the cost for gas services is \$17.00 per month or \$204 annually. The total CRRF in paragraph 4.11.a of this CONTRACT is inclusive of the electricity and gas charges, and shall be paid to RAP as described below in paragraph 4.11.f of this CONTRACT. The CRRF for electricity and gas services shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

The total CRRF above does not include water services. CONTRACTOR shall establish its own account with the Los Angeles Department of Water and Power (LADWP) for water services at the CENTER, and shall pay for such services directly to LADWP under the following utility meter:

- **Water/Sewer: 96254557**

- c. Trash and Solid Waste Disposal. It is understood by PARTIES that the main dumpsters for trash and solid waste disposal are shared between the CENTER and PARK. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR's pro rata monthly cost of waste disposal at the CENTER is \$36.00 per month, or \$432.00 annually, and shall be the responsibility of CONTRACTOR to

make such payments to RAP. The total CRRF above is inclusive of the Trash and Solid Waste Disposal CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

- d. Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable. However, CONTRACTOR has agreed to be responsible for all costs related to the maintenance and repair of the facility in accordance with the terms and conditions of this CONTRACT, including but not limited to interior custodial and exterior groundskeeping. The contracting and all associated payments to private service providers shall be the responsible of CONTRACTOR, at no cost to RAP or CITY. The total CRRF in paragraph 4.11.a above does not include Staff Impact related CRRF.
- e. Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f. Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 10th of each month if paid monthly; by the 10th of July, October, January, and April if paid quarterly; by the 10th of July and January if paid bi-annually; or by the 10th of July if paid annually.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - RAP'S PHILOSOPHY ON CHILD CARE

RAP's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience

the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for children ages 18 months to 5 years.

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Farmworkers Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence demonstrating that an application for childcare licensing was filed with the State of California, Department of

Social Services, Community Care Division under the Child Care Licensing Program, within ten calendar days of the BOARD's approval of this CONTRACT.

- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.
- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5

as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.

- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to any Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.
- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.

- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.
- b) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.

- c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least three months in advance of planned implementation.
- d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five-mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.
- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.

- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) A Wait List shall be maintained by CONTRACTOR when vacancies do not exist, subject to review by RAP of annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.

Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:

- 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- j) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) **Proposed Annual Budget**

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b) Annual Audited Statements

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

c) Bi-Annual Reports

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - i. Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - ii. An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and,
 - iii. A Waiting List by age assignment (toddlers 18 months to 3 years old and preschool age 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.

- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review ("Annual Performance Reviews") to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in

the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 CITY's Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR's adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP's sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP's written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR'S Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County

and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with

Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR's insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., a California nonprofit public benefit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

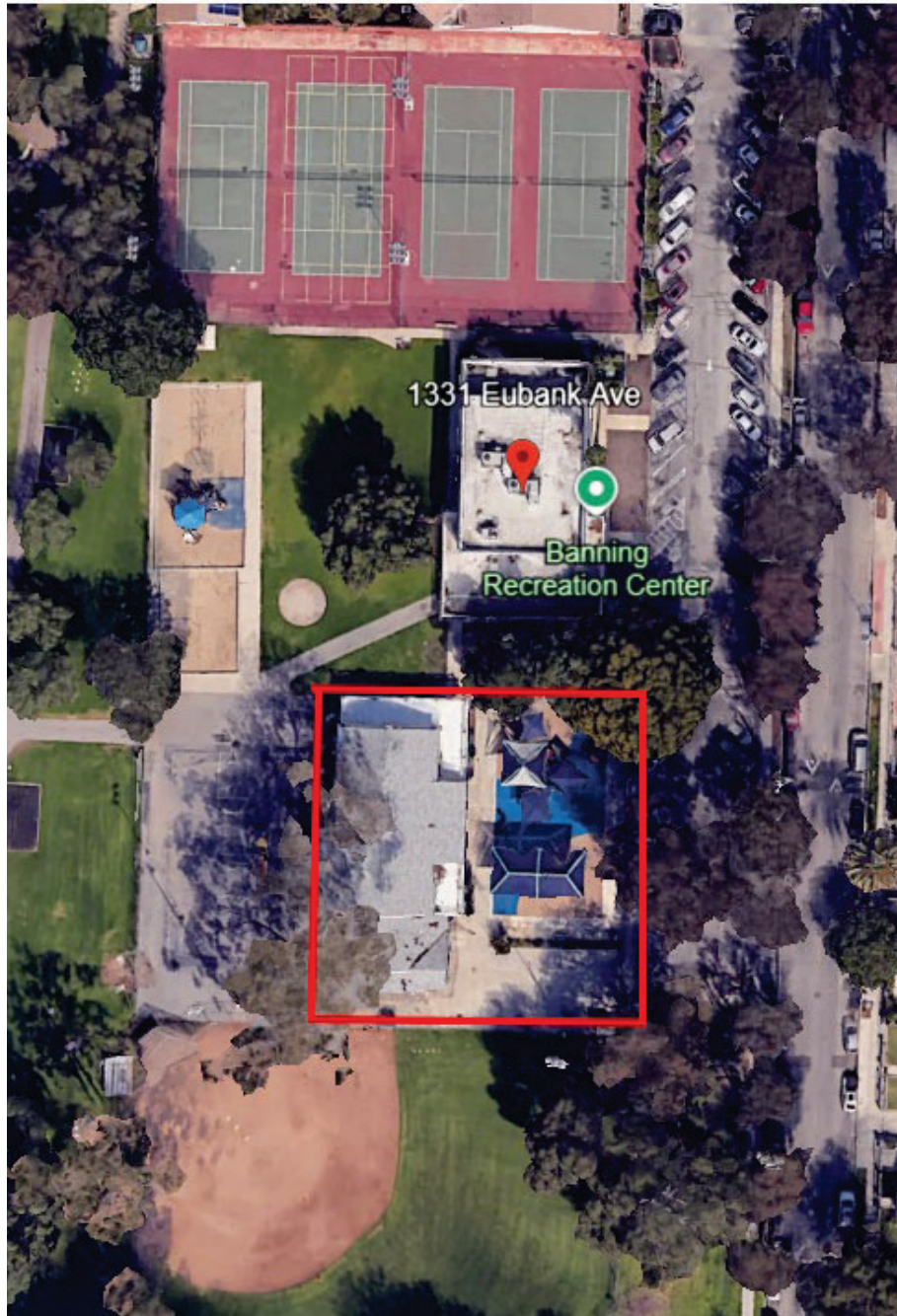
By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

Center Description and Layout

Banning Childcare Center
1331 Eubank Avenue, Wilmington, CA 90744



Banning Childcare Center
1331 Eubank Avenue, Wilmington, CA 90744

Building Layout and Amenities

- Reception Area #101 (517 sq. ft.)
- Classroom A #103 (1,377 sq. ft.)
- Classroom B #103 (1,377 sq. ft.)
- Storage Room #113 (81 sq. ft.)
- Storage Room #114 (85 sq. ft.)
- All Gender Restroom #109 (30 sq. ft. - 1 toilet, 1 sink)
- Accessible Restroom #107 (61 sq. ft. - 1 toilet, 1 sink)
- Restroom #106 (95 sq. ft. - 3 toilets, 2 sinks)
- Restroom #115 (95 sq. ft. - 3 toilets, 2 sinks)
- Isolation #108 (97 sq. ft.)
- Director #110 (122 sq. ft.)
- Laundry #105 (89 sq. ft.)
- Janitor/Storage Room #104 (76 sq. ft.)
- Pantry #102 (193 sq. ft.)

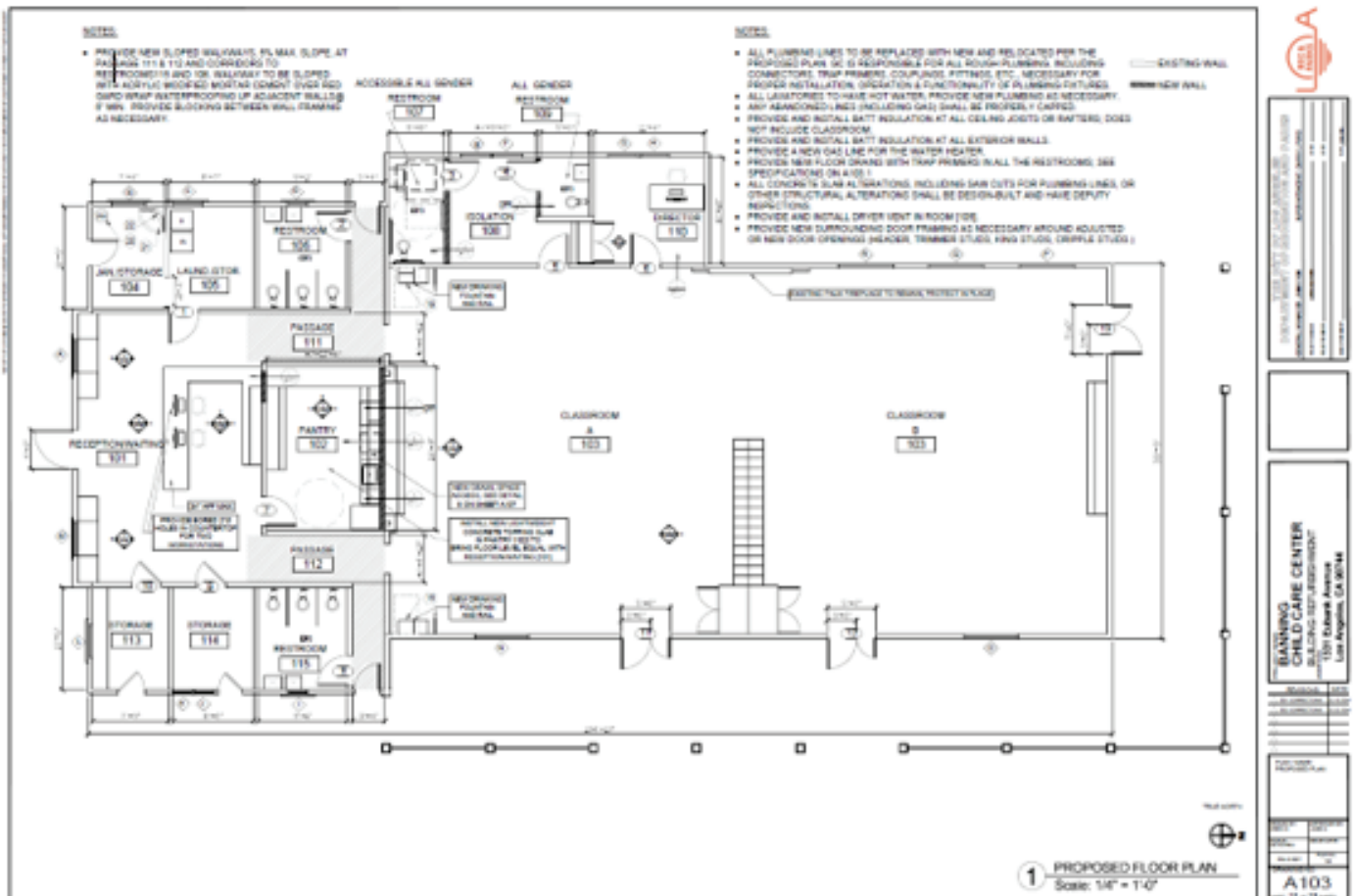


EXHIBIT B

Initial Tuition Rates and Schedule



It is the intention of CDCLA to provide a California State Preschool Program (CSPP) at the child care centers located at the Banning Recreation Center. Family Fees for these preschool and child care services will follow the guidelines of the CSPP Contract Terms and Conditions.

Families who earn less than 75% of the California State Median Income (SMI) will receive services free of charge. Families who earn between 76% and 100% of the SMI will pay a family fee between \$60.50 and \$80.70 per month. Families who are otherwise eligible for CSPP whose income is over 100% of the SMI will pay a fee between \$81.50 to \$403.50 based on their monthly income, family size and certified hours of care. Family fees for CSPP programs are determined by the Family Monthly Fee Schedule published by the California Department of Education.

Families who earn over 100% of the SMI and are not otherwise eligible for CSPP services will pay tuition based on CDCLA's published tuition rates. Rates are based on the age of the child and the number of days that they require care. Families can request services for a minimum of 2 days and a maximum of 5 days per week. The tuition rates, which are below market rate for Los Angeles County, reflect a discount to acknowledge the savings that CDCLA has due to the substantial in-kind services provided by the City of Los Angeles.

EXHIBIT C

Initial Operating Budget

CDCLA has the financial means and resources to finance, operate, and sustain center operations as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital as described below.

3.1 Amount of Investment Required

Valuable consideration: Child care services for children ages 2-5, facility maintenance, family support services

Start-Up Costs Estimates: (\$50,000 from Cash Reserves)

- Inventory: Educational materials, classroom supplies (\$5,000)
- Equipment: Supplementing the age-appropriate furniture, playground equipment and technology (\$5,000)
- Operating supplies: Initial supply of food, art supplies, office supplies, educational materials, cleaning supplies (\$5,000)
- Marketing and advertising: Community Outreach, enrollment materials (\$2,500)
- Payroll: Up to 90 day of Staff salaries and benefits for pre-opening period for all staff (\$30,000)
- Insurance: Liability and Property Coverage (\$1,500)
- Other Costs: Licensing Fees, Staff Development expenses (\$1,000)

Ongoing Cost Estimates (\$551,500) prorated for first year from CDE, CDSS contracts, CACFP revenue and parent tuition, (if applicable) inclusive of Start-Up Costs.

- Inventory: Educational materials, classroom supplies (\$15,000)
- Equipment: Age-appropriate furniture, playground equipment and technology (\$25,000)
- Operating supplies: Initial supply of food, art supplies, educational materials, cleaning supplies (\$10,000)
- Marketing and advertising: (\$5,000)
- Payroll: Staff salaries and benefits @ 30% (\$443,000)
- Insurance: Liability and Property Coverage (\$6,000)
- Other Costs: Licensing Fees, Staff Development expenses, repairs and maintenance, Indirect Costs at de minimis 15% rate (\$71,000)

3.2 Source(s) of Funding for Operation

- **Primary:** California Department of Education CSPP and California Department of Education CCTR subsidies (up to 100% of operational costs)
- **Secondary:** Parent Tuition Fees (possibly up to 25% of revenue)
- **Supplemental:** USDA Child and Adult Care Food Program (\$30,000)
- **Emergency:** CDCLA Center-based Reserve Account (undetermined)
- **Capital:** Organizational Reserves and restricted funds.

EXHIBIT D

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Child Development Consortium of Los Angeles, Inc. Date: 03/17/2026

Agreement/Reference: Management & Operation of a Licensed Preschool Center at Evergreen RC, Banning RC, and Downey RC

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
☒ Workers' Compensation (WC) and Employer's Liability (EL)		
	WC <u>Statutory</u>	
	EL <u>1,000,000</u>	
☐ Waiver of Subrogation in favor of City	☐ Longshore & Harbor Workers	
	☐ Jones Act	
☒ General Liability	<u>City of Los Angeles must be named as an additional insured party</u>	1,000,000
☒ Products/Completed Operations	☒ Sexual Misconduct <u>1,000,000</u>	
☒ Fire Legal Liability <u>500,000</u>		
☒ \$2,000,000 aggregate per location		
☒ Occurrence-Based		
☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		1,000,000
☒ Professional Liability (Errors and Omissions)		1,000,000
Discovery Period <u>12 months after completion of work or date of termination</u>		
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)		
☐ All Risk Coverage	☐ Boiler and Machinery	
☐ Flood	☐ Builder's Risk	
☐ Earthquake	☐	
☐		
☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds		
☐ Crime Insurance		
Other: <u>Provided to: Joel Alvarez</u>		
<u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please</u>		
<u>complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:</u>		
<u>http://cao.lacity.org/risk/InsuranceForms.htm</u>		
<u>In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their</u>		
<u>contract must adhere to the financial responsibility laws of the State of California.</u>		

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC.
FOR THE MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT DOWNEY RECREATION CENTER**

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Child Development Consortium of Los Angeles, Inc., a California nonprofit public benefit corporation ("CONTRACTOR") for the operation and maintenance of a licensed childcare program at Downey Childcare Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as Downey Recreation Center ("PARK"), located at 1739 Albion Street, Los Angeles, California 90031; and

WHEREAS, CITY has allocated a portion of the PARK, which includes a childcare center building ("CENTER"), with a street address of 219 S. Ave. 18, Los Angeles, California 90031, for the operation and maintenance of a California licensed preschool; and

WHEREAS, on June 9, 2025, RAP released a Request for Proposals ("RFP") in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on _____ **DATE** _____, 2026 the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. **XX-XXX**), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation of a licensed Preschool, located at 219 S. Ave. 18, Los Angeles, California 90031.

PARK: Downey Recreation Center, located 219 S. Ave. 18, Los Angeles, California 90031.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Child Development Consortium of Los Angeles, Inc., a California nonprofit public benefit corporation (EIN 95-4198533)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-2633
rap.commissioners@lacity.org

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.
Bethany Hernandez Parks and Lisa Flenour
1541 Wilshire Boulevard, Suite 400, Los Angeles, CA 90017
(213) 244-1240
cdcla@cdcla.org / lisaw@cdcla.org / firststart@gmail.com

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR Lisa Wilkin, Executive Director
1541 Wilshire Blvd., Ste. 400, Los Angeles, CA 90017
213-244-1240
lisaw@cdcla@cdcla.org

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.
Bethany Hernandez Parks and Lisa Flenour
1541 Wilshire Boulevard, Suite 400, Los Angeles, CA 90017
(213) 244-1240
cdcla@cdcla.org / lisaw@cdcla.org / firststart@gmail.com

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 219 S. Ave. 18, Los Angeles, California 90031, within the grounds of Downey Recreation Center, referred to herein as "PARK". A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of an interior area generally containing a Lobby, Director's Office, Main Classroom, two Restrooms, Associates Work Room, Isolation Room, Storage, Electrical Room, Woman's Restroom, Men's Restroom, Lunch Room, Pantry, and Janitorial Room. The CENTER is capable of being licensed by the State of California for up to forty-three children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for toddlers (under 18 months) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking within the enclosed parking lot is exclusive to the CENTER and shall be managed by CONTRACTOR. There are no reserved or designated parking spaces at the CENTER. However, during the TERM of this CONTRACT, CONTRACTOR may reserve or designate parking spaces at CONTRACTOR's discretion. Otherwise, during the TERM of this CONTRACT and during the days and hours of CENTER operation specified herein, CONTRACTOR, its staff, and public patrons and/or guests, involved in CONTRACTOR activities at the CENTER, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER on a first-come-first-served basis, unless alternate arrangements are implemented by CONTRACTOR. Pursuant to Section 4.6.m of this CONTRACT, any modifications to the parking lot design or layout must be approved in writing by RAP prior to the implementation of any such alterations or improvements. Exclusive or designated parking must be approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the

CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a) CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b) CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c) CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;
 - iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and

- iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.
- d) CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
- e) CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
- f) CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g) CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
- h) RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.
- i) CONTRACTOR shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at CONTRACTOR's sole cost and expense, and no cost to CITY. CONTRACTOR shall notify RAP in advance of

any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.

Major Repair. CONTRACTOR shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j) **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this CONTRACT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the TERM of this CONTRACT.

City will not provide any funding in connection with CONTRACTOR's preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of CONTRACTOR.

- k) **Repairs by CITY.** If CONTRACTOR requests CITY to provide any repairs, services or maintenance, CONTRACTOR shall pay RAP for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. RAP/CITY may require a cash deposit in advance.
- l) **Emergency Repairs.** CONTRACTOR shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. CONTRACTOR shall provide notification to RAP of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m) **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by RAP. CONTRACTOR shall provide RAP with detailed information and specifications for review and written approval by RAP/CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code

requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a) Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- b) PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a) Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. The total CRRF required under this CONTRACT is \$36.00 per month, or \$432.00 annually, paid in advance for certain Utilities (gas), as detailed below. It shall be the responsibility of CONTRACTOR to submit such payments to RAP pursuant to paragraph 4.11.f. below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.
- b) Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR's cost for gas services at the CENTER is \$36.00 per month, or \$432.00 annually, and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

The total CRRF above does not include electricity and water services. CONTRACTOR shall establish its own account with the Los Angeles Department of Water and Power (LADWP) for electricity and water services at the CENTER, and shall pay for such services directly to LADWP under the following utility meters:

- **Electricity:** PYMD119-4046
- **Water/Sewer:** 90208606

- c) Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR has agreed to independently contract with a private solid waste disposal company for trash and solid waste disposal services at

the CENTER, at no cost to RAP or CITY. The total CRRF above does not include any charges related to a CRRF for trash and solid waste disposal.

- d) Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable. However, CONTRACTOR has agreed to be responsible for all costs related to the maintenance and repair of the facility in accordance with the terms and conditions of this CONTRACT, including but not limited to interior custodial and exterior groundskeeping. The contracting and all associated payments to private service providers shall be the responsible of CONTRACTOR, at no cost to RAP or CITY. The total CRRF in paragraph 4.11.a above does not include any Staff Impact CRRF.
- e) Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f) Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 10th of each month if paid monthly; by the 10th of July, October, January, and April if paid quarterly; by the 10th of July and January if paid bi-annually; or by the 10th of July if paid annually.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - RAP'S PHILOSOPHY ON CHILD CARE

RAP's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience

the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of forty-three children ages 18 months to 5 years.

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Farmworkers Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence demonstrating that an application for childcare licensing was filed with the State of California, Department of

Social Services, Community Care Division under the Child Care Licensing Program, within ten calendar days of the BOARD's approval of this CONTRACT.

- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.
- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5

as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.

- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to any Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.
- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.

- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a.) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.
- b.) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.

- c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least three months in advance of planned implementation.
- d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five-mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.
- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.

- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) A Wait List shall be maintained by CONTRACTOR when vacancies do not exist, subject to review by RAP of annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) **Proposed Annual Budget**

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b) Annual Audited Statements

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

c) Bi-Annual Reports

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - i) Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - ii) An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
 - iii) A Waiting List by age assignment (toddlers 18 months to 3 years old and preschool age 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP. In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.

- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review (“Annual Performance Reviews”) to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in

the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 CITY's Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR's adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP's sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP's written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County

and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with

Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR's insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., a California nonprofit public benefit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

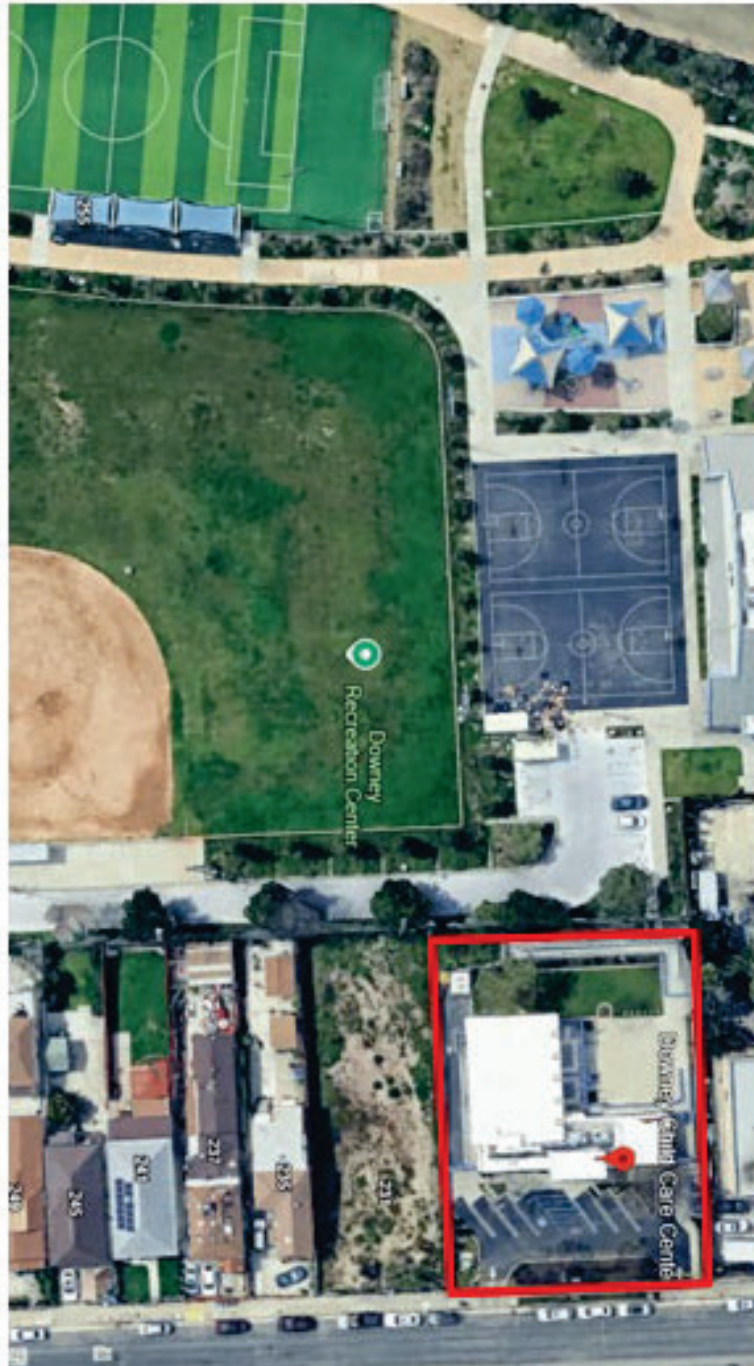
By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

Center Description and Layout

Downey Childcare Center
219 S. Avenue 18, Los Angeles, CA 90031



Building Layout and Amenities

- Lobby
- Restroom #1 (64 sq. ft. - 1 toilet, 1 sink)
- Associates Work Room (183 sq. ft.)
- Restroom #2 (64 sq. ft. - 1 toilet, 1 sink)
- Isolation (56 sq. ft.)
- Storage (75 sq. ft.)
- Electrical Room (82 sq. ft.)
- Classroom (1,717 sq. ft.)
- Director Office (180 sq. ft.)
- Women's Restroom (139 sq. ft.)
- Men's Restroom (136 sq. ft.)
- Lunch Room (184 sq. ft.)
- Pantry (25 sq. ft.)
- Janitor (27 sq. ft.)

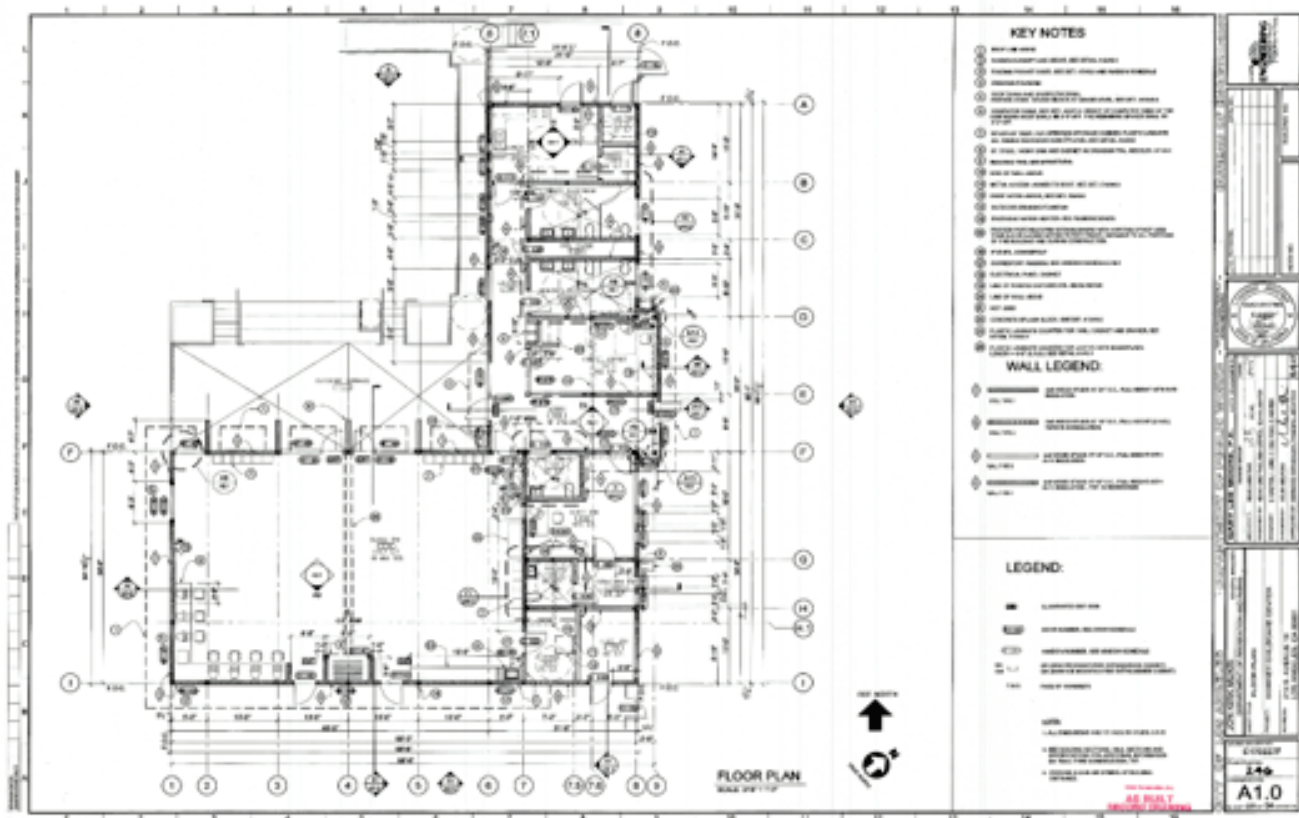


EXHIBIT B

Initial Tuition Rates and Schedule



It is the intention of CDCLA to provide a California State Preschool Program (CSPP) at the child care centers located at the Downey Recreation Center. Family Fees for these preschool and child care services will follow the guidelines of the CSPP Contract Terms and Conditions.

Families who earn less than 75% of the California State Median Income (SMI) will receive services free of charge. Families who earn between 76% and 100% of the SMI will pay a family fee between \$60.50 and \$80.70 per month. Families who are otherwise eligible for CSPP whose income is over 100% of the SMI will pay a fee between \$81.50 to \$403.50 based on their monthly income, family size and certified hours of care. Family fees for CSPP programs are determined by the Family Monthly Fee Schedule published by the California Department of Education.

Families who earn over 100% of the SMI and are not otherwise eligible for CSPP services will pay tuition based on CDCLA's published tuition rates. Rates are based on the age of the child and the number of days that they require care. Families can request services for a minimum of 2 days and a maximum of 5 days per week. The tuition rates, which are below market rate for Los Angeles County, reflect a discount to acknowledge the savings that CDCLA has due to the substantial in-kind services provided by the City of Los Angeles.

EXHIBIT C

Initial Operating Budget

CDCLA has the financial means and resources to finance, operate, and sustain center operations as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital as described below.

3.1 Amount of Investment Required

Valuable consideration: Child care services for children ages 2-5, facility maintenance, family support services

Start-Up Costs Estimates: (\$50,000 from Cash Reserves)

- Inventory: Educational materials, classroom supplies (\$5,000)
- Equipment: Supplementing the age-appropriate furniture, playground equipment and technology (\$5,000)
- Operating supplies: Initial supply of food, art supplies, office supplies, educational materials, cleaning supplies (\$5,000)
- Marketing and advertising: Community Outreach, enrollment materials (\$2,500)
- Payroll: Up to 90 day of Staff salaries and benefits for pre-opening period for all staff (\$30,000)
- Insurance: Liability and Property Coverage (\$1,500)
- Other Costs: Licensing Fees, Staff Development expenses (\$1,000)

Ongoing Cost Estimates (\$551,500) prorated for first year from CDE, CDSS contracts, CACFP revenue and parent tuition, (if applicable), inclusive of Start-Up Costs.

- Inventory: Educational materials, classroom supplies (\$15,000)
- Equipment: Age-appropriate furniture, playground equipment and technology (\$25,000)
- Operating supplies: Initial supply of food, art supplies, educational materials, cleaning supplies (\$10,000)
- Marketing and advertising: (\$2,500)
- Payroll: Staff salaries and benefits @ 30% (\$377,000)
- Insurance: Liability and Property Coverage (\$6,000)
- Other Costs: Licensing Fees, Staff Development expenses, repairs and maintenance, Indirect Costs at de minimis 15% rate (\$116,000)

3.2 Source(s) of Funding for Operation

- **Primary:** California Department of Education CSPP and California Department of Education CCTR subsidies (up to 100% of operational costs)
- **Secondary:** Parent Tuition Fees (possibly up to 25% of revenue depending on client composition)
- **Supplemental:** USDA Child and Adult Care Food Program (\$30,000)
- **Emergency:** CDCLA Center-based Reserve Account (undetermined)
- **Capital:** Organizational Reserves and restricted funds.

EXHIBIT D**Required Insurance and Minimum Limits**Name: Child Development Consortium of Los Angeles, Inc. Date: 03/17/2026Agreement/Reference: Management & Operation of a Licensed Preschool Center at Evergreen RC, Banning RC, and Downey RC

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
☒ Workers' Compensation (WC) and Employer's Liability (EL)	
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers	WC <u>Statutory</u> EL <u>1,000,000</u>
☐ Jones Act	
☒ General Liability <u>City of Los Angeles must be named as an additional insured party</u>	<u>1,000,000</u>
☒ Products/Completed Operations ☒ Fire Legal Liability <u>500,000</u> ☒ \$2,000,000 aggregate per location ☒ Occurrence-Based	☒ Sexual Misconduct <u>1,000,000</u>
☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
☒ Professional Liability (Errors and Omissions)	<u>1,000,000</u>
Discovery Period <u>12 months after completion of work or date of termination</u>	
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Flood _____ ☐ Earthquake _____	☐ Boiler and Machinery ☐ Builder's Risk ☐ _____
☐ _____	
☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
☐ Crime Insurance	
Other: <u>Provided to: Joel Alvarez</u>	
<u>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</u>	
<u>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>	

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC.
FOR THE MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT EVERGREEN RECREATION CENTER**

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Child Development Consortium of Los Angeles, Inc., a California nonprofit public benefit corporation ("CONTRACTOR") for the operation and maintenance of a Licensed Childcare Center at Evergreen Recreation Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as Evergreen Recreation Center ("PARK"), located at 2844 E. 2nd St., Los Angeles, California 90033; and

WHEREAS, CITY has allocated a portion of the PARK, which includes a childcare building and grounds ("CENTER"), with a street address of 211 S Evergreen Ave., Los Angeles, California 90033, for the operation and maintenance of a California licensed preschool; and

WHEREAS, on June 9, 2025, RAP released a Request for Proposals ("RFP") in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on _____ DATE _____, 2026 the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. XX-XXX), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation of a licensed preschool, located at 211 S Evergreen Ave., Los Angeles, California 90033.

PARK: Evergreen Recreation Center, located at 2844 E 2nd St., Los Angeles, California 90033.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 – PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Child Development Consortium of Los Angeles, Inc., a California nonprofit public benefit corporation (EIN 95-4198533)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012

(213) 202-2633
rap.commissioners@lacity.org

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.
Bethany Hernandez Parks and Lisa Flenoury
1541 Wilshire Boulevard, Suite 400, Los Angeles, CA 90017
(213) 244-1240
cdcla@cdcla.org / lisaw@cdcla.org / firststart@gmail.com

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR: Lisa Wilkin, Executive Director
1541 Wilshire Blvd., Ste. 400, Los Angeles, CA 90017
213-244-1240
lisaw@cdcla@cdcla.org

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: Child Development Consortium of Los Angeles, Inc.
Bethany Hernandez Parks and Lisa Flenour
1541 Wilshire Boulevard, Suite 400, Los Angeles, CA 90017
(213) 244-1240
cdcla@cdcla.org / lisaw@cdcla.org / firststart@gmail.com

SECTION 3 – TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as “TERM”) shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP’s General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR’s services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 – CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 211 S Evergreen Ave., Los Angeles, California 90033, within the grounds of Evergreen Recreation Center, referred to herein as “PARK”. A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of interior area generally containing a Lobby, Pantry, Kitchen, Classroom, three Storage Rooms, three Restrooms, Comm Room, Electrical Room, Laundry Room, Associates Work Room, Tech Room, Isolation Room, and Directors Room. The CENTER is capable of being licensed by the State of California for up to forty-six children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for toddlers (under 18 months) will require modifications to the CENTER’s existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned

by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking within the enclosed parking lot is exclusive to the CENTER, with the exception of two parking spaces designated for use by RAP for the parking of two RAP transport vans. The management of the parking area shall be managed by CONTRACTOR in coordination with RAP on-site RAP STAFF. During the TERM of this CONTRACT and during the days and hours of CENTER operation specified herein, public patrons and/or guests involved in CONTRACTOR activities at the CENTER shall have the non-exclusive right to park vehicles within any available parking spaces in the CENTER's parking lot on a first-come-first-served basis, including but not limited to for parent-child drop-off and pick-up purposes, unless alternate arrangements are implemented by CONTRACTOR for use of the CENTER's parking lot. Pursuant to Section 4.6.m of this CONTRACT, any modifications to the parking lot design or layout must be approved in writing by RAP prior to the implementation of any such alterations or improvements. Exclusive or designated parking in the CENTER's parking lot and/or adjacent parking lot, must be approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only

in support of the CENTER operations and maintenance, and activities authorized under this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a) CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b) CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c) CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;

- iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
 - iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.
- d) CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
 - e) CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
 - f) CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
 - g) CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
 - h) RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss

of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.

- i) CONTRACTOR shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at CONTRACTOR's sole cost and expense, and no cost to CITY. CONTRACTOR shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.

Major Repair. CONTRACTOR shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j) **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this CONTRACT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the TERM of this CONTRACT.

City will not provide any funding in connection with CONTRACTOR's preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of CONTRACTOR.

- k) **Repairs by CITY.** If CONTRACTOR requests CITY to provide any repairs, services or maintenance, CONTRACTOR shall pay RAP for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. RAP/CITY may require a cash deposit in advance.
- l) **Emergency Repairs.** CONTRACTOR shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. CONTRACTOR shall provide notification to RAP of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m) **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by RAP. CONTRACTOR shall provide RAP with detailed information and specifications for review and written approval by RAP/CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital

improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a) Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- b) PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents,

as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a) Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. The total CRRF required under this CONTRACT is \$50.00 per month, or \$600.00 annually, paid in advance for certain Utilities (gas), Solid Waste Disposal, as detailed below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.
- b) Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR shall be responsible for utility services provided at the CENTER. The CRRF for gas services at the CENTER is \$50.00 per month or \$600.00 annually, which shall be paid to RAP as described below in paragraph 4.11.f of this CONTRACT. The CRRF for gas services shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

The total CRRF above does not include electricity and water services. CONTRACTOR shall establish its own account with the Los Angeles Department of Water and Power (LADWP) for electricity and water services at the CENTER, and shall pay for such services directly to LADWP under the following utility meters:

- **Electricity:** **M22-2587** (meter address: 211 S. Evergreen Ave., L.A., 90033)
- **Water/Sewer:** **90230164 and 90230165** (meter address: 2844 E. 2nd St., L.A., 90033)

- c) Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR has agreed to independently contract with a private solid waste disposal company for trash and solid waste disposal services at the CENTER, at no cost to RAP or CITY. The total CRRF above is inclusive of the Trash and Solid Waste Disposal CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.
- d) Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable. However, CONTRACTOR has agreed to be responsible for all costs related to the maintenance and repair of the facility in accordance with the terms and conditions of this CONTRACT, including but not limited to interior custodial and exterior groundskeeping. The contracting and all associated payments to private service providers shall be the responsible of CONTRACTOR, at no cost to RAP or CITY. The total CRRF in paragraph 4.11.a above does not include any Staff Impact CRRF.
- e) Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f) Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 10th of each month if paid monthly; by the 10th of July, October, January, and April if paid quarterly; by the 10th of July and January if paid bi-annually; or by the 10th of July if paid annually.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 – RAP’S PHILOSOPHY ON CHILD CARE

RAP’s philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 – CONTRACTOR’S RESPONSIBILITIES

The following are CONTRACTOR’s responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of forty-six children ages 18 months to 5 years.

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year’s Day; Martin Luther King Jr. Birthday; President’s Day; Farmworkers Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP’s prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY’s philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR’s sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence demonstrating that an application for childcare licensing was filed with the State of California, Department of Social Services, Community Care Division under the Child Care Licensing Program, within ten calendar days of the BOARD's approval of this CONTRACT.
- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.
- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.

- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5 as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.
- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to any Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.
- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.

- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.
- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.

- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment

Opportunity laws, American with Disabilities Act, and related guidelines and regulations.

- c) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to

the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.

- c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least three months in advance of planned implementation.
- d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five-mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.

- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) A Wait List shall be maintained by CONTRACTOR when vacancies do not exist, subject to review by RAP of annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;

- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR. CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- b) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- c) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) Proposed Annual Budget

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b) Annual Audited Statements

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

c) Bi-Annual Reports

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - i) Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - ii) An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
 - iii) A Waiting List by age assignment (toddlers 18 months to 3 years old and preschool ages 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review (“Annual Performance Reviews”) to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 CITY’s Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR’s adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP’s sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP’s written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or

children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR's insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as EXHIBIT E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or

bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., a California nonprofit public benefit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A
Center Description and Layout

Evergreen Childcare Center
211 S Evergreen Ave., Los Angeles, CA 90033



Evergreen Child Care Center
211 S Evergreen Ave., Los Angeles, CA 90033

Building Layout and Amenities

- Lobby
- Pantry
- Kitchen (160 sq. ft.)
- Classroom (2,108 sq. ft.)
- Storage Room #1
- Storage Room #2
- Restroom #1 (120 sq. ft. 2 toilets, 1 sink)
- Restroom #2 (120 sq. ft. - 2 toilets, 1 sink)
- Storage #3
- Comm Room
- Storage #4
- Storage #5
- Electrical Room
- Laundry
- Associates Work Room
- Tech Room
- Restroom #3 (64 sq. ft. - 1 toilet, 1 sink)
- Isolation (70 sq. ft.)
- Director (120 sq. ft.)

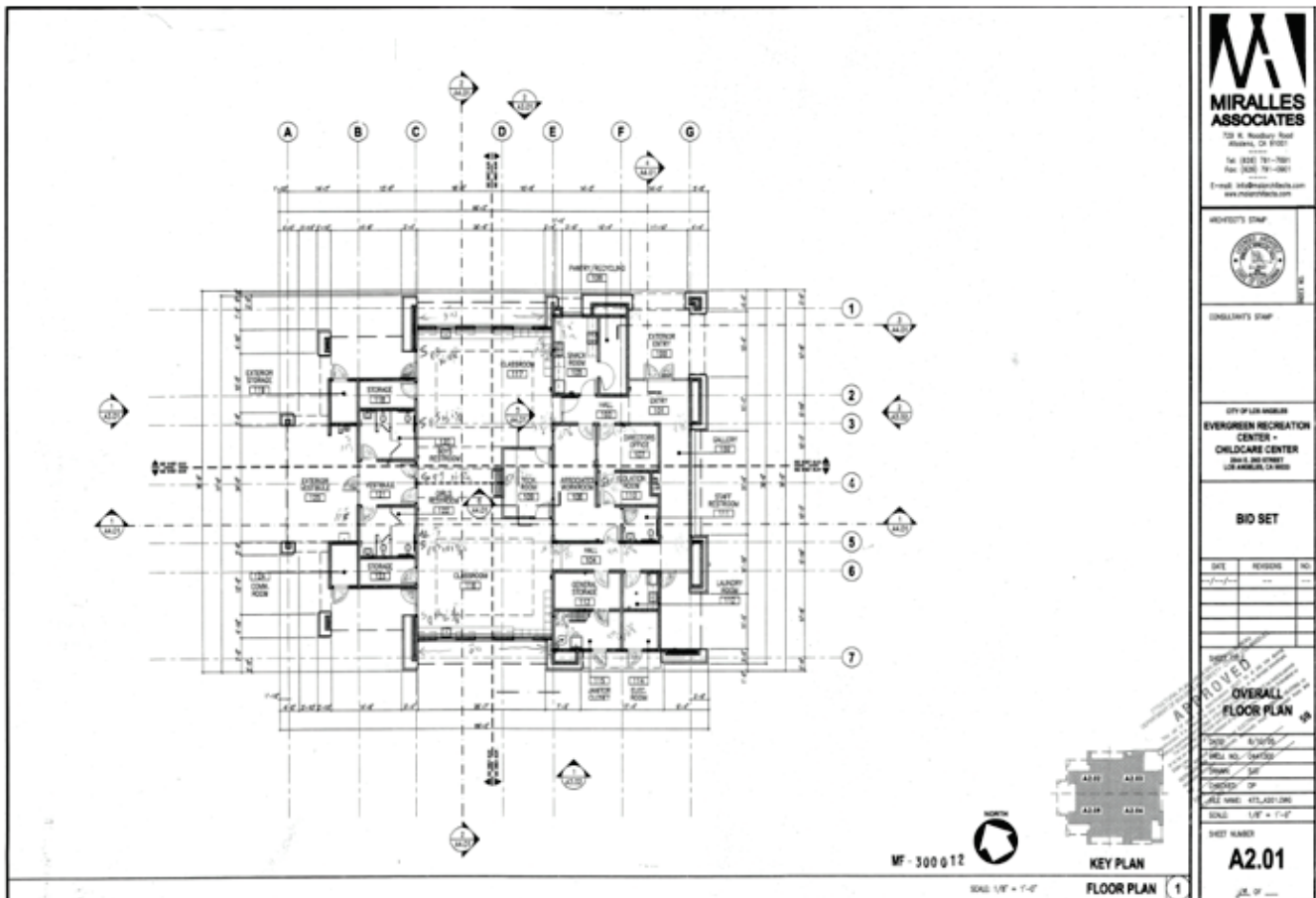


EXHIBIT B

Initial Tuition Rates and Schedule



It is the intention of CDCLA to provide a California State Preschool Program (CSPP) at the child care centers located at the Evergreen Recreation Center. Family Fees for these preschool and child care services will follow the guidelines of the CSPP Contract Terms and Conditions.

Families who earn less than 75% of the California State Median Income (SMI) will receive services free of charge. Families who earn between 76% and 100% of the SMI will pay a family fee between \$60.50 and \$80.70 per month. Families who are otherwise eligible for CSPP whose income is over 100% of the SMI will pay a fee between \$81.50 to \$403.50 based on their monthly income, family size and certified hours of care. Family fees for CSPP programs are determined by the Family Monthly Fee Schedule published by the California Department of Education.

Families who earn over 100% of the SMI and are not otherwise eligible for CSPP services will pay tuition based on CDCLA's published tuition rates. Rates are based on the age of the child and the number of days that they require care. Families can request services for a minimum of 2 days and a maximum of 5 days per week. The tuition rates, which are below market rate for Los Angeles County, reflect a discount to acknowledge the savings that CDCLA has due to the substantial in-kind services provided by the City of Los Angeles.

EXHIBIT C

Initial Operating Budget

CDCLA has the financial means and resources to finance, operate, and sustain center operations as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital as described below.

3.1 Amount of Investment Required

Valuable consideration: Child care services for children ages 2-5, facility maintenance, family support services

Start-Up Costs Estimates: (\$50,000 from Cash Reserves)

- Inventory: Educational materials, classroom supplies (\$5,000)
- Equipment: Supplementing the age-appropriate furniture, playground equipment and technology (\$5,000)
- Operating supplies: Initial supply of food, art supplies, office supplies, educational materials, cleaning supplies (\$5,000)
- Marketing and advertising: Community Outreach, enrollment materials (\$2,500)
- Payroll: Up to 90 day of Staff salaries and benefits for pre-opening period for all staff (\$30,000)
- Insurance: Liability and Property Coverage (\$1,500)
- Other Costs: Licensing, Staff Development expenses (\$1,000)

Ongoing Cost Estimates (\$551,500) prorated for first year from CDE, CDSS contracts, CACFP revenue and parent tuition, (if applicable), inclusive of Start-Up Costs.

- Inventory: Educational materials, classroom supplies (\$15,000)
- Equipment: Age-appropriate furniture, playground equipment and technology (\$25,000)
- Operating supplies: Initial supply of food, art supplies, educational materials, cleaning supplies (\$10,000)
- Marketing and advertising: (\$5,000)
- Payroll: Staff salaries and benefits @ 30% (\$443,000)
- Insurance: Liability and Property Coverage (\$6,000)
- Other Costs: Licensing Fees, Staff Development expenses, repairs and maintenance, Indirect Costs at de minimis 15% rate (\$71,000)

3.2 Source(s) of Funding for Operation

- **Primary:** California Department of Education CSPP and California Department of Education CCTR subsidies (up to 100% of operational costs)
- **Secondary:** Parent Tuition Fees (possibly up to 25% of revenue)
- **Supplemental:** USDA Child and Adult Care Food Program (\$30,000)
- **Emergency:** CDCLA Center-based Reserve Account (undetermined)
- **Capital:** Organizational Reserves and restricted funds.

EXHIBIT D**Required Insurance and Minimum Limits**Name: Child Development Consortium of Los Angeles, Inc. Date: 03/17/2026Agreement/Reference: Management & Operation of a Licensed Preschool Center at Evergreen RC, Banning RC, and Downey RC

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
☒ Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>1,000,000</u>
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
☒ General Liability <u>City of Los Angeles must be named as an additional insured party</u>	1,000,000
☒ Products/Completed Operations ☒ Fire Legal Liability <u>500,000</u> ☒ \$2,000,000 aggregate per location ☒ Occurrence-Based ☒ Sexual Misconduct <u>1,000,000</u>	
☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
☒ Professional Liability (Errors and Omissions)	1,000,000
Discovery Period <u>12 months after completion of work or date of termination</u>	
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Flood ☐ Earthquake ☐ Boiler and Machinery ☐ Builder's Risk ☐ 	
☐	
☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
☐ Crime Insurance	
Other: <u>Provided to: Joel Alvarez</u>	
<u>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</u>	
<u>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>	

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
MEXICAN AMERICAN OPPORTUNITY FOUNDATION
FOR THE
MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT ECHO PARK YOUTH CENTER**

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Mexican American Opportunity Foundation, a California nonprofit public benefit corporation ("CONTRACTOR") for the operation and maintenance of a licensed childcare program. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as Echo Park Childcare Center ("CENTER"), formerly known as the "Echo Park Youth Center", located at 515 Laveta Terrace, Los Angeles, California 90026; and

WHEREAS, on June 9, 2025, RAP released a Request for Proposals ("RFP") in order to identify a responsive and responsible licensed preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on _____ **DATE** _____, 2026, the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. **XX-XXX**), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation of a licensed Preschool, located at 515 Laveta Terrace, Los Angeles, California 90026.

PARK: Echo Park Youth Center, located at 515 Laveta Terrace, Los Angeles, California 90026.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: Mexican American Opportunity Foundation

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Mexican American Opportunity Foundation, a California nonprofit public benefit corporation (EIN 95-2594166)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-2633
rap.commissioners@lacity.org

CONTRACTOR: Mexican American Opportunity Foundation
Dr. Ciriaco "Cid" Pinedo
401 N. Garfield Avenue, Montebello, CA 90640
(323) 278-3602
cpinedo@maof.org

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR Mexican-American Opportunity Foundation
401 N. Garfield Avenue, Montebello, CA 90640
(323) 278-3687
vsantos@maof.org

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: Mexican American Opportunity Foundation
Dr. Ciriaco "Cid" Pinedo
401 N. Garfield Avenue, Montebello, CA 90640
(323) 278-3602
cpinedo@maof.org

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 515 Laveta Terrace, Los Angeles, California 90026. A Site Map and description of the CENTER is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of an interior area generally containing a Director's Office, two Classrooms, Staff Room, Girl's Restroom, Boy's Restroom, Kitchen, two Restrooms, Isolation room, and Conference Room. The CENTER is capable of being licensed by the State of California for up to fifty children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for infants and toddlers (under 2 years old) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking within the enclosed parking lot is exclusive to the CENTER, with the exception of two parking spaces designated for use by RAP for the parking of two RAP passenger transport vans. The management of the parking area shall be managed by CONTRACTOR in coordination with RAP on-site RAP STAFF. There are no reserved or designated parking spaces at the CENTER other than the two reserved for RAP's use. However, during the TERM of this CONTRACT, CONTRACTOR may reserve or designate parking spaces at CONTRACTOR's discretion for the spaces not utilized by RAP. Otherwise during the days and hours of CENTER operation specified herein, CONTRACTOR, its staff, and public patrons and/or guests involved in CONTRACTOR activities at the CENTER shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER on a first-come-first-served basis, including but not limited to for parent-child drop-off and pick-up purposes, unless alternate arrangements are implemented by CONTRACTOR for use of the CENTER's parking lot. Pursuant to Section 4.6.m of this CONTRACT, any modifications to the parking lot design or layout must be approved in writing by RAP prior to the implementation of any such alterations or improvements. Exclusive or designated parking in the CENTER's parking lot and/or adjacent parking lot, must be approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under

this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a) CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b) CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c) CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;

- iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
 - iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.
- d) CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
- e) CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
- f) CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g) CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
- h) RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.

- i) **CONTRACTOR** shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at **CONTRACTOR**'s sole cost and expense, and no cost to **CITY**. **CONTRACTOR** shall notify **RAP** in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by **RAP** is not feasible.

Major Repair. **CONTRACTOR** shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j) **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this **CONTRACT**, in no event shall **CITY** be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the **TERM** of this **CONTRACT**.

City will not provide any funding in connection with **CONTRACTOR**'s preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of **CONTRACTOR**.

- k) **Repairs by CITY.** If **CONTRACTOR** requests **CITY** to provide any repairs, services or maintenance, **CONTRACTOR** shall pay **RAP** for such repairs, services, or maintenance at actual cost, including costs incurred by **CITY**, as determined by **RAP**. **RAP/CITY** may require a cash deposit in advance.
- l) **Emergency Repairs.** **CONTRACTOR** shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. **CONTRACTOR** shall provide notification to **RAP** of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m) **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by **RAP**. **CONTRACTOR** shall provide **RAP** with detailed information and specifications for review and written approval by **RAP/CITY**, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by **CITY**. Unless agreed to in advance, all project associated costs shall be paid at the sole

expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a) Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- b) PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including

graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a) Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. The total CRRF required under this CONTRACT is \$123.00 per month, or \$1,476.00 annually, paid in advance for certain Utilities (Gas), Solid Waste Disposal, and/or Staff impacts, as detailed below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.
- b) Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR shall be responsible for utility services provided at the CENTER. The CRRF for gas services at the CENTER is \$123.00 per month or \$1,476.00 annually, which shall be paid to RAP as described below in paragraph 4.11.f of this CONTRACT. The CRRF for gas services shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

The total CRRF above does not include electricity and water services. CONTRACTOR shall establish its own account with the Los Angeles Department of Water and Power (LADWP) for electricity and water services at the CENTER, and shall pay for such services directly to LADWP under the following utility meters:

- **Electricity:** PMS00222-00008234
- **Water/Sewer:** 90569804

- c) Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR has agreed to independently contract with a private solid waste disposal company for trash and solid waste disposal services at the CENTER, at no cost to RAP or CITY. The total CRRF above does not include any charges related to a CRRF for trash and solid waste disposal.
- d) Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable. However, CONTRACTOR has agreed to be responsible for all costs related to the maintenance and repair of the facility in accordance with the terms and conditions of this CONTRACT, including but not limited to interior custodial and exterior groundskeeping. The contracting and all associated payments to private service providers shall be the responsible of CONTRACTOR, at no cost to RAP or CITY. The total CRRF in paragraph 4.11.a above does not include any Staff Impact CRRF.
- e) Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f) Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 10th of each month if paid monthly; by the 10th of July, October, January, and April if paid quarterly; by the 10th of July and January if paid bi-annually; or by the 10th of July if paid annually.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - RAP'S PHILOSOPHY ON CHILD CARE

RAP's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of fifty children, which may include infants and toddlers (0 to 3 years old) and preschool age children (ages 3 to 5 years old).

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

6:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Farmworkers Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day. However, it is understood and agreed to by PARTIES that CONTRACTOR shall be allowed to operate on Juneteenth, Indigenous People's Day, and Veteran's Day, with ten days advance written notice to RAP STAFF confirming such operation for RAP STAFF's awareness. Further, CONTRACTOR shall be authorized to close the CENTER for Christmas Eve.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence demonstrating that an application for childcare licensing was filed with the State of California, Department of Social Services, Community Care Division under the Child Care Licensing Program, within ten (10) calendar days of the BOARD's approval of this CONTRACT.
- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.

- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5 as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.
- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to any Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and

RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.

- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.
- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures

shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.

- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall

have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.
- b) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.

- b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.
- c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least six months in advance of planned implementation.
- d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five mile radius of the CENTER.

- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.
- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) Two Wait Lists shall be maintained by CONTRACTOR when vacancies do not exist; one for infants and toddlers (0 to 3 years old), and one for preschool age children (3 to 5 years old), subject to review by RAP of annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further,

any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) Proposed Annual Budget

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b) Annual Audited Statements

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

c) Bi-Annual Reports

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - (i) Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - (ii) An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
 - (iii) A Waiting List by age assignment (infants and toddlers 0 to 3 years old and preschool ages 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP. In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection,

CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) Tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review ("Annual Performance Reviews") to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 City's Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR's adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP's sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP's written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that

such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR's insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or

bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

MEXICAN AMERICAN OPPORTUNITY FOUNDATION, a California nonprofit public benefit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

Center Description and Layout

Echo Park Childcare Center
515 Laveta Terrace, Los Angeles, California 90026



Fence Enclosed Building, Parking Lot, and Rear Play Area

Current License Capacity: 50 Children

Building Layout and Amenities

- Director (100 sq. ft.)
- Classroom A (1,000 sq. ft.)
- Classroom B (1,000 sq. ft.)
- Staff Room (223 sq. ft.)
- Girl's Restroom (117 sq. ft. - 2 toilets, 2 sinks)
- Boy's Restroom (130 sq. ft. - 2 toilets, 1 urinal, 2 sinks)
- Kitchen (178 sq. ft.)
- Restroom #1 (48 sq. ft. - 1 toilet, 1 sink)
- Restroom #2 (42 sq. ft. - 1 toilet, 1 sink)
- Isolation (77 sq. ft.)
- Conference (198 sq. ft.)



EXHIBIT B

Initial Tuition Rates and Schedule

4. PROPOSED CLIENT FEE SCHEDULE

MAOF proposes to use the unallocated CCTR award to serve the children and families in the RAP center(s) and as such, the rules and regulations for CCTR funding will be followed. Those include and are not limited to:

- a. If eligible, families who are looking for work, attending school, working part time or full time may receive services free or with a very low family fee provided their income does not exceed 85% of the California State Medium Income (SMI). For FY 2025, the income limits based on family size is as follow:

State Fiscal Year 2025-26 Schedule of Income Ceilings (85 percent of SMI)

Family Size	Family Monthly Income	Family Annual Income
1-2	\$6,860	\$82,326
3	\$7,785	\$93,418
4	\$9,020	\$108,237
5	\$10,463	\$125,555
6	\$11,906	\$142,873
7	\$12,177	\$146,120
8	\$12,447	\$149,367
9	\$12,718	\$152,615

- b. The family fee: Per the CDSS-CCTR funding terms and conditions, family fees will be assessed based on the family income and family size. As an example, a family of 2 with an income of \$6860 is income eligible (must also have a need for services such as being both members of the household are employed) however, a fee of \$33 to \$66 per month may apply depending on the hours the family is approved for care. A family of 2 with an income of \$6,040 will not have fees assessed. The fee range is typical for the family size and income limits as shown on the table below.

Family Monthly Fee Schedule

California Department of Social Services – Effective: July 1, 2025

State enrollment cutoff = 85% of 2025 State Median
Income (SMI) from CA DOF (2023 ACS)

Monthly Part-time							
Monthly Part-time Fee	Family Size 1 or 2	Family Size 3	Family Size 4	Family Size 5	Family Size 6	Family Size 7	Family Size 8 or more
\$30.25	6,053	6,869	7,959	9,232	10,505	10,744	10,983
\$30.65	6,134	6,961	8,065	9,355	10,645	10,887	11,129
\$31.05	6,215	7,052	8,171	9,478	10,786	11,031	11,276
\$31.45	6,296	7,144	8,277	9,601	10,926	11,174	11,422
\$31.85	6,376	7,235	8,383	9,724	11,066	11,317	11,569
\$32.25	6,457	7,327	8,489	9,847	11,206	11,460	11,715
\$32.65	6,538	7,419	8,595	9,971	11,346	11,604	11,862
\$33.05	6,618	7,510	8,701	10,094	11,486	11,747	12,008
\$33.45	6,699	7,602	8,808	10,217	11,626	11,890	12,154
\$33.85	6,780	7,693	8,914	10,340	11,766	12,033	12,301
\$34.30	6,860	7,785	9,020	10,463	11,906	12,177	12,447
Monthly Full-time							
Monthly Full-time Fee	Family Size 1 or 2	Family Size 3	Family Size 4	Family Size 5	Family Size 6	Family Size 7	Family Size 8 or more
\$60.50	6,053	6,869	7,959	9,232	10,505	10,744	10,983
\$61.30	6,134	6,961	8,065	9,355	10,645	10,887	11,129
\$62.10	6,215	7,052	8,171	9,478	10,786	11,031	11,276
\$62.90	6,296	7,144	8,277	9,601	10,926	11,174	11,422
\$63.70	6,376	7,235	8,383	9,724	11,066	11,317	11,569
\$64.50	6,457	7,327	8,489	9,847	11,206	11,460	11,715
\$65.30	6,538	7,419	8,595	9,971	11,346	11,604	11,862
\$66.10	6,618	7,510	8,701	10,094	11,486	11,747	12,008
\$66.90	6,699	7,602	8,808	10,217	11,626	11,890	12,154
\$67.70	6,780	7,693	8,914	10,340	11,766	12,033	12,301
\$68.60	6,860	7,785	9,020	10,463	11,906	12,177	12,447

Based on 2022 American Community Survey
(2023ACS)

Information provided by California Department of Finance, March 2025

California Department of Social

Services

Jul-25

End of

worksheet

- c. Service Fee (Private-over income families and fees): Should a family whose income exceeds the limits shown above, desire to enroll in the RAP center, the family may be accepted if/when the family agree to pay MAOF the amount equal to the Regional

Market Rate for Child Care-center Based. As a contractor for CDSS, any time MAOF enrolls a private pay family, MAOF is forbidden from charging rates higher than those set by the State. The Regional Market Rate used for private pay families will be the following:

Effective January 1, 2022

Child Care Centers for Los Angeles County
Maximum Reimbursement

Age Group	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
Birth to 24 Months	100.01	406.72	1,688.28	19.46	277.58	1,114.98
2 through 5 Years	73.99	309.93	1,253.26	14.11	227.58	793.85
School Age	59.82	277.15	1,001.50	11.45	139.94	501.85

- d. Enrolling based on priorities: “first priority shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency.” The second priority for enrollment is for income-eligible families, with families who have “the lowest gross monthly income in relation to family size” receiving the highest priority. If “two or more families are in the same priority in relation to income, the family that has a child with exceptional needs shall be admitted first. If there is no family of the same priority in which the primary home language is a language other than English, the family of the same priority that has been on the waiting list for the longest time shall be admitted first.” For families who are eligible based on having a member of their household who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or CalWORKs, contractors must prioritize the family by the income declared on the application for the means-tested government program.
- e. Waiting list application fee: MAOF does not charge waiting List fees: All families are encouraged to apply for services. A wait list is maintained and children are enrolled based on priority.
- f. Enrollment/registration fee: MAOF does not charge an enrollment fee.
- g. Late fee: Late fees may only be charged if/when a family picks up their child after the center operational hours (example: If the center closes at 6:00 PM and the family picks up the child at 6:30 PM, MAOF may charge a late pick up fee due to overtime caused by the delay. Late pick up fees are \$1 per each minute the parent picks up child after the center operational hours. The fee may be waived based on family circumstances.
- h. Other fees: MAOF does not charge families for any other fees.

EXHIBIT C

Initial Operating Budget

3. PROPOSED OPERATING BUDGET

Each Proposer must demonstrate the financial means and resources to finance, operate, and sustain center operations as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital. To this end, each Proposer must provide with the proposal, the following items which shall be subject to verification by RAP.

MAOF has developed a budget for this site sufficient in amounts to support the delivery of quality, comprehensive early childhood development services. The application includes the proposed budgets for 12 months and a five year budget. When planning the budget, MAOF took into account the ongoing operations which include and are not limited to utilities, technology, supplies, equipment, maintenance and repairs, food, advertising, insurance and staffing costs. Because research indicates that if staff is well compensated, the likelihood of increased quality care increases as staff is more present as their stress to meet their basis needs and those of their family members is decreased. The minimum wage for the positions planned for this services exceeds the City and County Wage Ordinances. MAOF prioritizes its staff and paying living wages to the extent grants and funding sources allow it.

3.1 Amount of Investment Required

MAOF's budget estimated for the ongoing operations of the **Echo Park Preschool center** is **\$ 835,402.15** per year. This amount is based on the number of positions needed to maintain the required ratios for the slots proposed to be served at the site as well as all other expenses which include fringe benefits, supplies, printing and advertising, equipment replacement, insurance, office supplies and administrative costs.

The estimated operating budget is as follows:

	# of Positions	Salaries Hourly	Total
Certificated salaries			
Infant toddler teacher	0	22.34	\$ -
Infant Assistant Teacher	0	19.15	\$ -
Toddler Teacher	2	22.34	\$ 92,932.61
Toddler Assistant Teacher	4	19.15	\$ 159,324.94
Preschool Teacher	1	22.34	\$ 46,466.31
Preschool Assistant Teacher	2	19.15	\$ 79,662.47
Teacher Floater/Subs	2	20.58	\$ 85,611.15
Site Supervisor	1	30	\$ 62,398.80
Total Certificated Salaries			\$ 526,396.28
CCTR			
Classified salaries			
Custodians	1	19.15	\$ 39,831.23
Cooks	1	19.15	\$ 39,831.23
			\$ -

SSA (2.0 FTE divided in 8 sites)	0.25	20.93	\$	10,883.39
Program manager (1.0 FTE divided between all centers)	0.125	33	\$	8,579.84
Program Director (.25 FTE allocation)	0.03125	40	\$	2,599.95
			\$	-
Total Classified salaries			\$	101,725.64
Total Personnel			\$	628,121.92
fringe	0.33		\$	207,280.23
Total Pers and Fringe			\$	835,402.15
4) Books and Supplies (4000)			\$	9,600.00
5a) Rent/Lease LA			\$	-
Utilities			\$	22,000.00
5b) Service Contracts				
5c) Nutrition (Cost of food and supplies not covered by CACFP)			\$	11,808.00
5d) Travel				
5e) Other 1- Repairs and Maint.			\$	25,000.00
5f) Other - internet and phone			\$	9,600.00
5g) Other: Insurance			\$	4,800.00
5h Other - (Printing, Advertising, local travel, subs. Accounting and legal, training)			\$	22,000.00
5) Total Services and Other Operating Expenses (5000)			\$	104,808.00
6) New Equipment (6400) Annual, other than Start-Up			\$	-
7) Equipment Replacement (6500) Annual, Other than Start-Up	0		\$	5,000.00
Sub total			\$	940,210.15
Indirect: Cost for HR, Fiscal, and Other Admin support			\$	75,216.81
Total			\$	1,015,427

The costs were estimated using historical and current fiscal data using the costs of sites similar in size and scope of work.

The startup cost for this site is estimated to be \$72,000. This includes purchases/cost of the following:

Child Supplies: books, paint, paper, diapers, emergency supplies, etc.	\$	8,000.00
Child Furniture: child tables, chairs, cribs, cubbies, classroom portable dividers, etc.	\$	15,000.00
Office supplies: paper, pens, boards, etc.	\$	1,000.00
Equipment: Items valued at \$5,000 per unit. This includes small climbing structures for infants/toddlers	\$	12,000.00
Renovations: fencing and soft surfacing for infants/toddlers.	\$	35,000.00
Total Startup	\$	72,000.00

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
PACIFIC ASIAN CONSORTIUM IN EMPLOYMENT
FOR THE MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT SOUTH PARK RECREATION CENTER**

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Pacific Asian Consortium in Employment, a California nonprofit public benefit corporation ("CONTRACTOR") for the operation and maintenance of a Licensed Childcare Center at South Park Recreation Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as South Park Recreation Center ("PARK"), located at 345 E. 51st St., Los Angeles, California 90011; and

WHEREAS, CITY has allocated a portion of the PARK for the operation and maintenance of a California licensed preschool ("CENTER"), located within the recreation center building, as further described herein; and

WHEREAS, on June 9, 2025, RAP released a Request for Proposals in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on DATE, 2026, the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. XX-XXX), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation and maintenance of a licensed preschool, located at 345 E. 51st St., Los Angeles, California 90011.

PARK: South Park Recreation Center located at 345 E. 51st St., Los Angeles, California 90011.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: Pacific Asian Consortium in Employment

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Pacific Asian Consortium in Employment, a California nonprofit public benefit corporation (EIN 51-0192025)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-2633
rap.commissioners@lacity.org

CONTRACTOR: Pacific Asian Consortium in Employment
Sarah Park
1055 Wilshire Boulevard, Suite 1475, Los Angeles, CA 90017
(213) 989-3211
SPark@pacela.org

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Blvd. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR Pacific Asian Consortium in Employment
Kellie Konysky
1055 Wilshire Blvd., Suite 1701, Los Angeles, CA 90017
(213) 989-3210
KKonysky@pacela.org

2.6 The RAP and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: Pacific Asian Consortium in Employment
Kellie Konysky
1055 Wilshire Boulevard, Suite 1701, Los Angeles, CA 90017
(213) 989-3210
KKonysky@pacela.org

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 345 E. 51st. St., Los Angeles, California 90011, within the grounds of South Park Recreation Center, referred to herein as "PARK". A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of an interior area generally containing a Lobby, Assistant Directors Office, Kitchen, Laundry, Storage, Classroom, four Restrooms, and a Director's Room. The CENTER is capable of being licensed by the State of California for up to seventy-five children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for infants and toddlers (under 2 years old) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking is shared with PARK patrons and the public. There are no reserved or designated parking spaces at the CENTER or PARK. During the TERM of this CONTRACT and during the days and hours of CENTER operation specified herein, CONTRACTOR, its staff, and public patrons and/or guests, whether or not involved in CONTRACTOR activities at the CENTER, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER and PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, CONTRACTOR, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the CONTRACT and accepting the benefits thereof, a property interest may be created

known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a) CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b) CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c) CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;
 - iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
 - iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.

- d) CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
- e) CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
- f) CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g) CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
- h) RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.
- i) CONTRACTOR shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at CONTRACTOR's sole cost and expense, and no cost to CITY. CONTRACTOR shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.

Major Repair. CONTRACTOR shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j) **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this CONTRACT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the TERM of this CONTRACT.

City will not provide any funding in connection with CONTRACTOR's preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of CONTRACTOR.

- k) **Repairs by CITY.** If CONTRACTOR requests CITY to provide any repairs, services or maintenance, CONTRACTOR shall pay RAP for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. RAP/CITY may require a cash deposit in advance.
- l) **Emergency Repairs.** CONTRACTOR shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. CONTRACTOR shall provide notification to RAP of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m) **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by RAP. CONTRACTOR shall provide RAP with detailed information and specifications for review and written approval by RAP/CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all

associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a) Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- b) PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a) Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. **The total CRRF required under this CONTRACT is \$1,133.00 per month**, or \$13,596.00 annually, paid in advance for Utilities, Solid Waste Disposal, and/or Staff Impacts, as detailed below. PARTIES agree that such CRRF payments shall be made on a monthly basis, due on the 1st of each month and delinquent after the 10th of each month. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.
- b) Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR's pro-rata cost of electricity and water at the CENTER is \$1,003.00 per month, or \$12,036.00 annually, and shall be the responsibility of CONTRACTOR to submit such payments to RAP pursuant to paragraph 4.11.f. below.

The total CRRF above is inclusive of the electricity, gas, and water charges, and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

- c) Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR's pro rata monthly cost of waste disposal at the CENTER is \$61.00 per month, or \$732.00 annually, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the Trash and Solid Waste Disposal CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.
- d) Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall

be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, common area maintenance), if applicable, is \$69.00 per month, or \$828.00 annually, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the Staff Impact CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

- e) Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f) Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 1st of each month and delinquent after the 10th of each month.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - RAP'S PHILOSOPHY ON CHILD CARE

RAP's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of seventy-five children, which may include infants and toddlers (ages 0 to 3 years old) and preschool age children (3 to 5 years old).

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Farmworkers Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence that an application for childcare licensing was filed with the State of California, Department of Social Services, Community Care Division under the Child Care Licensing Program, within ten calendar days of the BOARD's approval of this CONTRACT. However, it is understood by PARTIES that CONTRACTOR may submit a request for approval from RAP for certain CENTER modifications. Should any proposed site construction, CENTER improvements, or other work requiring completion prior to State licensure is approved by CITY and RAP, CONTRACTOR may defer submission of the licensing application. In that event, CONTRACTOR shall submit the licensing application no later than thirty calendar days prior to the anticipated completion date of such construction or work, and shall provide RAP with written evidence of the licensing application's submission within ten calendar days after filing the application.

- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.
- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5 as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two

hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.

- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP by providing a SharePoint or other secure digital access link to the current version of the manual(s). Hard copy submission shall not be required unless specifically requested in writing by CITY or RAP.
- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.

- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.
- b) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director;
- d) Assistant Director;
- e) Education Manager;
- f) Site Director; and,
- g) Site Lead Teacher.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the

CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.

- c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least six months in advance of planned implementation.
- d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed in accordance with applicable Head Start eligibility, recruitment, selection, enrollment, and attendance (ERSEA) requirements. CONTRACTOR shall use its ERSEA selection criteria to prioritize eligible applicants and shall include additional selection points for applicants residing within a five-mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children through the ERSEA selection criteria.
- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.

- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) Two Wait Lists shall be maintained by CONTRACTOR when vacancies do not exist; one for infants and toddlers (ages 0 to 3 years old) and one for preschool age children (3 to 5 years old), subject to review by RAP of the annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, CONTRACTOR shall maintain and manage a waiting list in accordance with Head Start ERSEA requirements and CONTRACTOR's ERSEA Selection Criteria. CONTRACTOR shall use the ERSEA Selection Criteria to rank and prioritize eligible applicants on the waiting list. The following categories shall be applied within the ERSEA selection criteria, as applicable:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their priority points, as determined by the ERSEA Selection Criteria.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;

- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) Proposed Annual Budget

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations. The reporting format for submission will be determined by CONTRACTOR and approved by RAP.

b) Annual Audited Statements

By January 31st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th). Should the audited financial statement not be available by the stated due date, CONTRACTOR shall notify RAP in writing at least ten calendar days prior to the due date with the anticipated submission date.

c) Bi-Annual Reports

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - (i) Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - (ii) An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
 - (iii) A Waiting List by age assignment (infants and toddlers 0 to 3 years old and preschool ages 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and priority ranking.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD)

other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) Tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely

performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review (“Annual Performance Reviews”) to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 City’s Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR’s adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP’s sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP’s written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

CONTRACTOR may terminate this CONTRACT by providing written notice to RAP if funds from the federal government, state government, or any other anticipated funding source are terminated, reduced by more than twenty percent, or withheld for more than three months after the expected date of disbursement. CONTRACTOR agrees to provide such notice at least sixty days prior to the intended termination date.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,

e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR's

financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR's insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or

indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

PACIFIC ASIAN CONSORTIUM IN EMPLOYMENT, a California nonprofit public benefit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

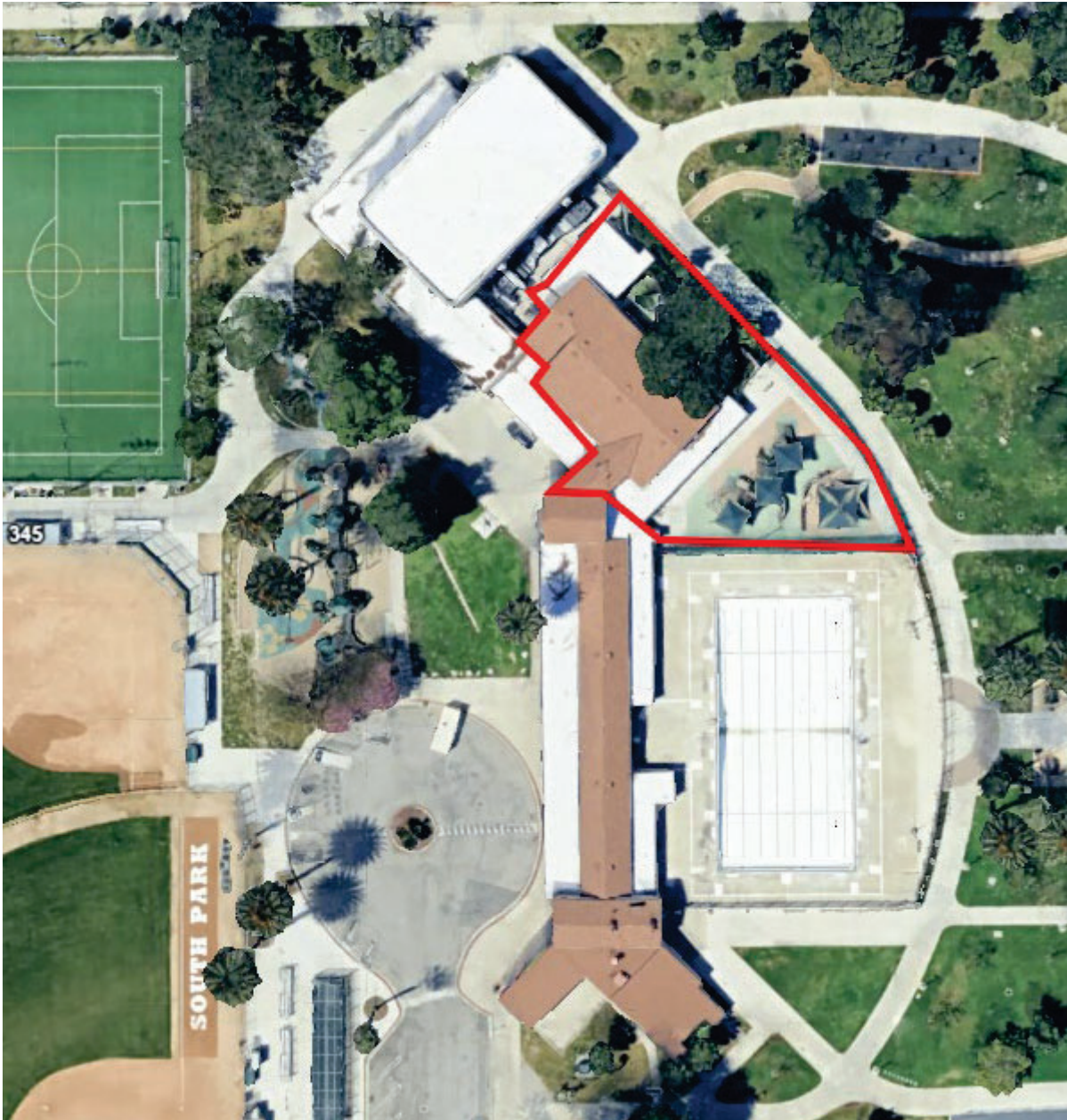
By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

Center Description and Layout

South Park Child Care Center
345 East 51st St., Los Angeles, CA 90011



Building Layout and Amenities

South Park Child Care Center
345 East 51st St., Los Angeles, CA 90011

- Lobby
- Assistant Director (140 sq. ft.)
- Kitchen (196 sq. ft.)
- Laundry
- Storage
- Classroom (3,060 sq. ft.)
- Restroom #1 (72 sq. ft. - 1 sink, 1 toilet)
- Restroom #2 (72 sq. ft. - 1 sink, 1 toilet)
- Women's Restroom (4 sinks, 5 toilets)
- Men's Restroom (2 sinks, 2 toilets, 3 urinals)
- Director (288 sq. ft.)

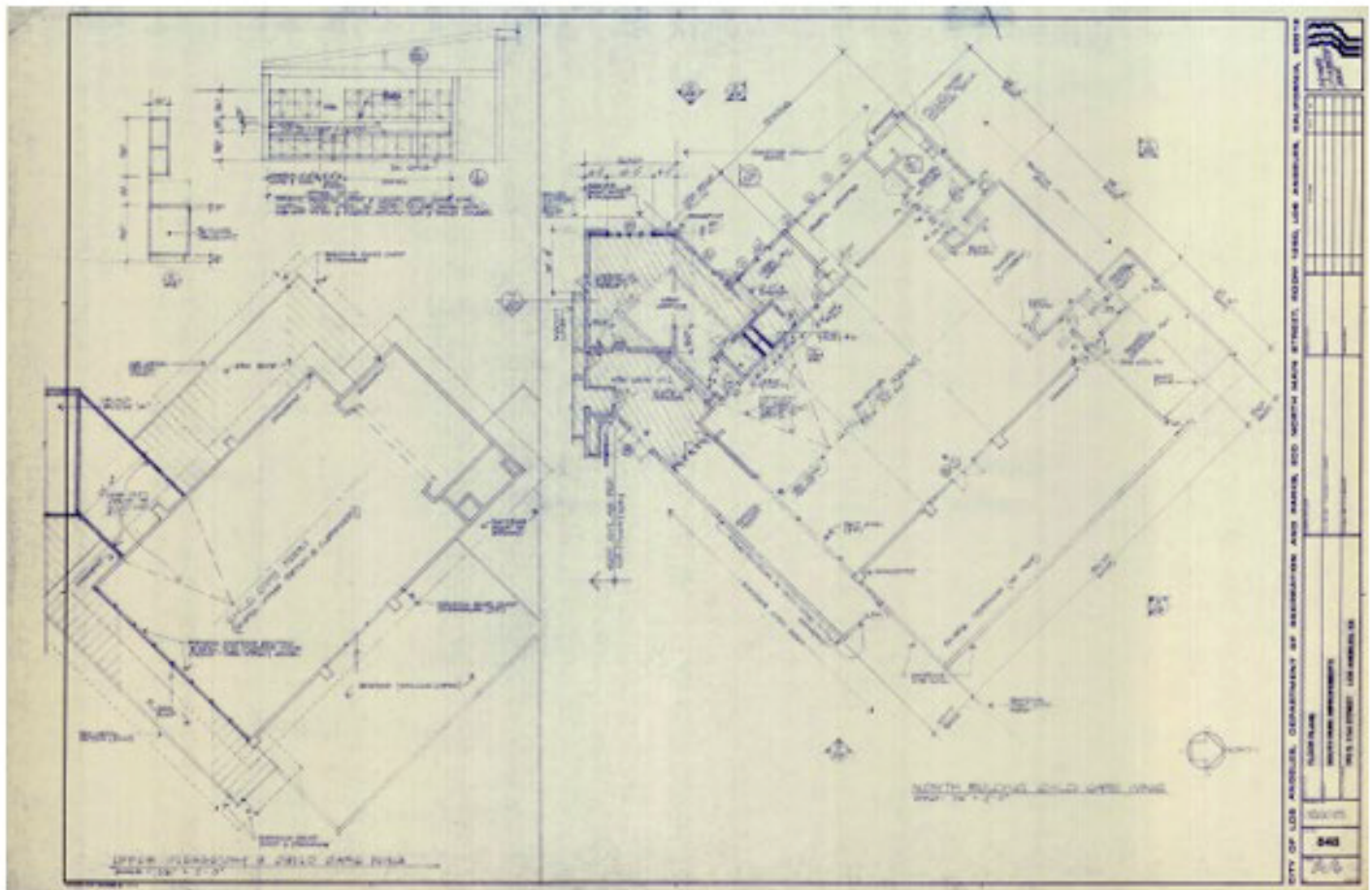


EXHIBIT B

Initial Tuition Rates and Schedule



Initial Tuition Rates and Schedule

Preschool services will operate under California's Department of Education (CDE) funded child development programs, including the California State Preschool Program (CSPP), and California's Department of Social Services (CDSS) funded child development programs, including the General Child Care and Development Program (CCTR). Therefore, tuition (referred to as the Family Fee) follows the California Department of Education (CDE) and/or the California Department of Social Services (CDSS) Family Fee Schedule and is based on state regulations rather than a site-specific rate.

Family fees are determined by the CDE and CDSS based on the following factors:

- Family size
- Adjusted monthly family income
- Certified hours of care (part-time or full-time)

For families who qualify for a fee, the amount is determined using the CDE or CDSS Family Monthly Fee Schedule, assessed as a flat monthly fee for either part-time or full-time enrollment. A copy of the schedule is attached for reference. Participants incur no additional charges because no fees are assessed for waiting lists, enrollment, registration, or late payment.

EXHIBIT C

Initial Operating Budget

Pro-Forma Profit and Loss Statement Years 1-5

ProForma P&L - PACE		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenue							
Renu Hope Funding for 32 slots @ \$52/slot/day	246 days/year	\$483,026	\$497,517	\$512,442	\$527,815	\$543,650	\$2,564,450
LACOE Head Start Funding for 32 slots @ \$22,426/slot		\$717,632.00	\$739,161	\$761,336	\$784,176	\$807,701	\$3,810,006
LACOE EHS Funding for 8 slots @ \$29,226/slot		\$233,808	\$240,822	\$248,047	\$255,488	\$263,153	\$1,241,318
Total Revenue		\$1,434,466	\$1,477,500	\$1,521,825	\$1,567,480	\$1,614,504	\$7,615,774
Expenses							
Personnel							
Teacher II x 6 (\$4,719/month)		\$339,740	\$349,932	\$360,430	\$371,243	\$382,380	\$1,803,726
Teacher II Floaters x 2 (\$4,719/month)		\$113,247	\$116,644	\$120,143	\$123,748	\$127,460	\$601,242
Associate Teacher II x 4 (\$4,069/month)		\$195,304	\$201,163	\$207,198	\$213,414	\$219,817	\$1,036,897
Teacher III x 1 (\$5,609/month)		\$67,307	\$69,326	\$71,406	\$73,548	\$75,755	\$357,343
Site Director x 1 (\$6,555/month)		\$84,058	\$86,579	\$89,177	\$91,852	\$94,608	\$446,273
	Salaries	\$799,656	\$823,646	\$848,355	\$873,806	\$900,020	\$4,245,481
	Fringe Benefits (based on FY25-26 Fringe rate 28.34%)	\$268,551	\$276,608	\$284,906	\$293,453	\$302,257	\$1,425,774
Rent	N/A	\$0	\$0	\$0	\$0	\$0	\$0
Utilities							
	Electricity, water , gas	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$79,637
	Internet and telephone	\$13,878	\$14,294	\$14,723	\$15,165	\$15,620	\$73,680
Supplies							
	Office Supplies	\$18,107	\$18,650	\$19,210	\$19,786	\$20,380	\$96,133
	Child and Family Service Supplies	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$185,820
	Other Supplies	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$53,091
Contracted Services							
	Janitorial	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$185,820
	Substitution	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$318,548
							\$0
Nutrition Services	Meals & Snacks	\$59,627	\$61,416	\$63,258	\$65,156	\$67,111	\$316,568
Total Expense		\$1,314,819	\$1,354,263	\$1,394,891	\$1,436,738	\$1,479,840	\$6,980,552
Indirect Costs		\$119,647	\$123,236	\$126,934	\$130,742	\$134,664	\$635,222
Net Income		\$0	\$0	\$0	\$0	\$0	\$0
Net Profit & Loss		\$0	\$0	\$0	\$0	\$0	\$0

EXHIBIT D**Required Insurance and Minimum Limits**Name: Pacific Asian Consortium Employment Date: 03/17/2026Agreement/Reference: Management and Operation of a Licensed Preschool Center at South 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
☒ Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>1,000,000</u>
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
☒ General Liability <u>City of Los Angeles must be named as an additional insured party</u>	1,000,000
☒ Products/Completed Operations ☒ Sexual Misconduct <u>1,000,000</u> ☒ Fire Legal Liability <u>500,000</u> ☒ \$2,000,000 aggregate ☒ Occurrence-Based	
☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
☒ Professional Liability (Errors and Omissions)	1,000,000
Discovery Period <u>12 months after completion of work or date of termination</u>	
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐	
☐	
☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
☐ Crime Insurance	
Other: <u>Provided to: Joel Alvarez</u>	
<u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please</u>	
<u>complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:</u>	
<u>http://cao.facility.org/risk/InsuranceForms.html</u>	
<u>in the absence of imposed auto liability requirements, all contractors using vehicles during the course of their</u>	
<u>contract must adhere to the financial responsibility laws of the State of California.</u>	

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**OPERATIONS AND MAINTENANCE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
VOLUNTEERS OF AMERICA OF LOS ANGELES
FOR THE MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT VALLEY PLAZA RECREATION CENTER**

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Volunteers of America of Los Angeles, a California nonprofit religious corporation ("CONTRACTOR") for the operation and maintenance of a Licensed Childcare Center at Valley Plaza Recreation Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as Valley Plaza Recreation Center ("PARK"), located at 12240 Archwood St., Los Angeles, California 91606; and

WHEREAS, CITY has allocated a portion of the PARK consisting of a childcare center building ("CENTER"), with a street address of 6451 Saint Claire Avenue, Los Angeles, California 91606, for the operation and maintenance of a California licensed preschool; and

WHEREAS, on June 9, 2025, RAP released a Request for Proposals in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on September 9, 2025, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on DATE, 2026, the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. XX-XXX), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit

of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The childcare building allocated for the operation of a licensed preschool, located at 6451 Saint Claire Ave., Los Angeles, California 91606.

PARK: Valley Plaza Recreation Center, located at 12240 Archwood St., Los Angeles, California 91606.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: Volunteers of America of Los Angeles

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The PARTIES to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Volunteers of America of Los Angeles, a California nonprofit religious corporation (EIN 95-1691330)

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-2633
rap.commissioners@lacity.org

CONTRACTOR: Volunteers of America of Los Angeles
Sasha Lear / Jasper Do
3600 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90010
(213) 215-7139
slear@voala.org / jdo@voala.org / tvandam@voala.org

2.3 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten working days of such change.

2.5 The RAP Child Care Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR Quyen Tran, Education Program Manager
11243 Kittridge Street, North Hollywood, CA 91501
(213) 369-0568
qtran@voala.org

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

CONTRACTOR: Volunteers of America of Los Angeles
Sasha Lear / Jasper Do
3600 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90010
(213) 215-7139
slear@voala.org / jdo@voala.org / tvandam@voala.org

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at 6451 Saint Claire Ave., Los Angeles, California 91605, within the grounds of Valley Plaza Recreation Center, referred to herein as "PARK". A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of interior area generally containing a Lobby, three Classrooms, three Storage Rooms, seven single Restrooms, Director's Room, Isolation, Work Room, Multipurpose Room, Kitchen and Pantry, and Electrical Room, and grounds including a children's play area. The CENTER is capable of being licensed by the State of California for up to fifty children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare sessions. Child care services for infants and toddlers (under 2 years old) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. Parking is shared with PARK patrons and the public. There are no reserved or designated parking spaces at the CENTER or PARK. During the TERM of this CONTRACT and during the days and hours of CENTER operation specified herein, CONTRACTOR, its staff, and public patrons and/or guests, whether or not involved in CONTRACTOR activities at the CENTER, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER and PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, CONTRACTOR, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in Section 2.5 or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the

CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

- a) CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b) CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c) CONTRACTOR shall perform the following maintenance duties on a daily basis:
 - i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;
 - iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
 - iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.

- d) CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.
- e) CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.
- f) CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g) CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.
- h) RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in Section 4.11 of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.
- i) CONTRACTOR shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at CONTRACTOR's sole cost and expense, and no cost to CITY. CONTRACTOR shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.

Major Repair. CONTRACTOR shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

- j) **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this CONTRACT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the TERM of this CONTRACT.

CITY will not provide any funding in connection with CONTRACTOR's preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of CONTRACTOR.

- k) **Repairs by CITY.** If CONTRACTOR requests CITY to provide any repairs, services or maintenance, CONTRACTOR shall pay RAP for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. RAP/CITY may require a cash deposit in advance.
- l) **Emergency Repairs.** CONTRACTOR shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. CONTRACTOR shall provide notification to RAP of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.
- m) **Alterations and Improvements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by RAP. CONTRACTOR shall provide RAP with detailed information and specifications for review and written approval by RAP/CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CONTRACTOR. CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all

associated work necessary to bring the CENTER to conformance as a condition of the building permit.

4.7 Access to Center. CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

- a) Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. RAP shall provide CONTRACTOR with at least 24-hour advance notice of its intent to enter the CENTER. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. RAP agrees that during non-emergency visits, RAP representatives and/or invitees shall be accompanied at all times by a CONTRACTOR representative.
- b) **Federal Regulatory Compliance.** The PARTIES acknowledge and agree that the accompaniment requirement is a material term of this CONTRACT, necessitated by CONTRACTOR'S mandatory compliance with the Head Start Program Performance Standards. Specifically, under 45 CFR § 1302.47 (Safety Practices) and 45 CFR § 1302.90 (Personnel Policies), CONTRACTOR is legally prohibited from allowing any individual who has not completed the required federal background screenings to have unsupervised access to the facility or the children in CONTRACTOR'S care.

To ensure compliance with these federal safety standards and local childcare licensing regulations, RAP agrees to adhere to CONTRACTOR'S established check-in protocols and scheduling requirements. Unauthorized or unaccompanied roaming by RAP or its agents within the premises is strictly prohibited, as such an occurrence would constitute a safety deficiency under 45 CFR Part 1302 and could jeopardize CONTRACTOR'S federal funding and operational standing.

- c) If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.
- d) PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take

precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in Section 4.11 below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

a) Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. **The total CRRF required under this CONTRACT is \$336.00 per quarter**, or \$1,344.00 annually, paid in advance for Utilities gas), Solid Waste Disposal, and/or Staff Impacts, as detailed below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.

b) Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR's pro-rata cost of gas services at the CENTER is \$129.00 per quarter, or \$516.00 annually, and shall be the responsibility of CONTRACTOR to submit such payments to RAP pursuant to paragraph 4.11.f. below. The total CRRF above is

inclusive of the gas service charges and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above. The CRRF for gas services shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.

The total CRRF above does not include electricity and water services. CONTRACTOR shall establish its own account with the Los Angeles Department of Water and Power (LADWP) for electricity and water services at the CENTER, and shall pay for such services directly to LADWP under the following utility meters:

- **Electricity: APMYV00119-00008148**
- **Water/Sewer: 9087594**

- c) Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR has agreed to independently contract with a private solid waste disposal company for trash and solid waste disposal services at the CENTER, at no cost to RAP or CITY. The total CRRF above does not include any charges related to a CRRF for trash and solid waste disposal.
- d) Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable, is \$207.00 per quarter, or \$828.00 annually, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the Staff Impact CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11.a above.
- e) Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.
- f) Cost Recovery Reimbursement Fee Payments. Payment of the CRRF shall be by check, money order, or cashier's check made payable to **"City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of the CRRF regardless of written notification which is not required. CRRF payments are due by the 10th of July, October, January, and April on a quarterly basis.

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks

Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - RAP'S PHILOSOPHY ON CHILD CARE

RAP's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of fifty children, which may include infants and toddlers (0 to 3 years old) and preschool age children (ages 3 to 5 years old).

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Farmworkers Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) CONTRACTOR shall provide RAP with written evidence that an application for childcare licensing was filed with the State of California, Department of Social Services, Community Care Division under the Child Care Licensing Program, within ten calendar days of the BOARD's approval of this CONTRACT.
- b) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- c) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- d) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations-incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.

- h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in Section 2.5 as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.
- j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in Section 2.5 within 24 hours after a report has been made.
- k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.
- l) Licensing Violations. In the event CONTRACTOR has experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and

RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.

- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.
- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures

shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.

- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, including during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 8 of this CONTRACT, RAP shall

have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.
- b) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to Section 8 herein.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.

- b) PARTIES acknowledge and agree that CONTRACTOR's Preschool/Head Start program will be provided free of cost, and entails no tuition, charges, or other fees for enrolled families.
- c) Should the need arise for CONTRACTOR to implement fees for services provided at the CENTER, CONTRACTOR shall not charge or impose any rates and fees which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.
- d) CONTRACTOR may submit a written request to RAP Staff to impose or increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate a fee or increase to established fees. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least six months in advance of planned implementation.
- e) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the initial annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.

- b) Admittance of eligible applicants shall be processed in accordance with applicable Head Start eligibility, recruitment, selection, enrollment, and attendance (ERSEA) requirements. CONTRACTOR shall use its ERSEA selection criteria to prioritize eligible applicants and shall include additional selection points for applicants residing within a five (5) mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.
- e) Should CONTRACTOR implement a tuition and fee schedule, such schedule shall include a number of low-income eligible scholarships to be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five-mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five-mile radius of the CENTER.
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) Two Wait Lists shall be maintained by CONTRACTOR when vacancies do not exist; one for infants and toddlers (0 to 3 years old), and one for preschool age children (3 to 5 years old), subject to review by RAP of annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.
- d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).

- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from CONTRACTOR

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

a) **Proposed Annual Budget**

By May 1st of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b) **Annual Audited Statements**

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

c) **Bi-Annual Reports**

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**
 - (i) Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
 - (ii) An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
 - (iii) A Waiting List by age assignment (infants and toddlers 0 to 3 years old and preschool ages 3 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 CONTRACTOR Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) Tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- c) CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by CONTRACTOR

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in Section 2.5 of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either PARTY has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review (“Annual Performance Reviews”) to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 CITY’s Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR’s adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP’s sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP's written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in paragraph 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 CONTRACTOR's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;

- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a) General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (EXHIBIT D), covering its operations hereunder and subject to the following conditions:

b) Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as

Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c) Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d) Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e) 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f) Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with Exhibit-1 of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.

g) Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h) Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

i) Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j) Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k) Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

l) CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR'S insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m) Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

This CONTRACT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This CONTRACT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

VOLUNTEERS OF AMERICA OF LOS ANGELES, a California nonprofit religious corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

Center Description and Layout

Victory Valley Childcare Center
6451 Saint Claire Ave., Los Angeles, CA 91605



EXHIBIT B

Tuition Rates and Schedule



To whom it may concern,

We appreciate your inquiry into understanding why our VOALA CSPP/Head Start is a free program.

Our CSPP is blended with Head Start. Half of the program is Head Start and half of the program is CSPP. A half-day CSPP is free and Head Start is Free.

Part-day CSPP fees were repealed in CDE Management Bulletin 14-08 on July 1st, 2014. EC § 8273.1(e) eliminated part-day fees.

The requirement for Head Start is in 45 CFR § 1302.18

Head Start programs must not charge eligible families a fee to participate in Head Start.

Enrollment cannot be conditioned on paying a fee. There is no payment to be in Head Start.

Head Start preschool itself → Must be free

Field trips → Must be free

Supplies → Must be free

Head Starts are made up of families below the Federal Poverty Line or in high need, such as having a child with a diagnosed disability. This makes Head Start children naturally eligible for free services with CSPP as well even if the child was not in a part-day CSPP program.

Bottom line is we don't charge the family anything for their child to be in our Head Start/CSPP programs. For the past thirty plus years no family has been charged a fee for being in our Head Start/CSPP.

Antoine van Dam

Deputy Director

Volunteers of America of Los Angeles

Children's Services

(818) 326-9961

www.voala.org

"Helping our most vulnerable change their life stories"

EXHIBIT C

Initial Operating Budget

Contractor: Volunteers of America of Los Angeles (Victory Valley)	
1. Personnel	COST
One site supervisor, three teachers, three co-teachers, two teacher aides, one family advocate for three classrooms. Supporting staff from the Children's Services Division (Director, Deputy Director, Regional Director, managers, coordinators, content area staff, administrative staff).	\$542,000
2. Fringe Benefits	
Includes FICA, pension, medical/dental insurance, workers' compensation, long-term disability, calculated at 30% of salaries.	\$162,000
3. Supplies	
Office Supplies – include, but are not limited to, computer workstations, printers, copiers, office consumables, furniture such as desks, cabinets, chairs.	\$4,000
Educational Supplies – include, but are not limited to, outdoor and indoor furniture, educational play pieces, classroom consumables.	\$20,000
Subtotal	\$24,000
4. Other	
Utilities – includes water, gas (CRRF), electricity at facility	\$5,000
Telecommunications – includes landline phone service at facility, internet.	\$5,000
Insurance – includes property insurance, general liability insurance, child accident insurance.	\$8,000
Maintenance & Repairs - various facility-related expenses, including, but not limited to, alarm security service, building maintenance and inspection, pest control, janitorial, and trash pick-up.	\$10,000
CACFP Food & Food Service Supplies – consists of food ingredients to prepare CACFP meals for the children and supplies such as utensils and paper goods. Included in this amount is the cost to operate a central kitchen where the meals are prepared for all the children in our Head Start program.	\$50,000
Child Services Consultants – various specialized children services including medical, dental, mental health and disabilities from licensed consultants. Licensed consultants or professionals provide services that exceed the agency's capability and can be performed more economically by outside contractors in relation to costs associated with hiring people with advanced education and specialized trainings, fringe benefits, and supervision.	\$4,000
Parent Services – various parent activities such as Head Start-mandated policy committee meetings, parent activities and socializations, professional fees for health education, and stipends for babysitting while parents attend policy committee meetings.	\$4,000
Marketing & Advertising – This category consists of child-tracking database subscriptions & publications; employment ads and fingerprinting process fees; expenses related to printing forms, newsletters, manuals, program materials; and professional memberships & dues.	\$5,000
Staff Development – consists of tuition reimbursement for staff's continuing professional education as well as ongoing training/webinars/Head Start conferences.	\$5,000
Subtotal	\$96,000
Total Direct Costs	\$824,000
5. Indirect Costs	
Calculated at 14% (VOALA's current DHHS-approved IDC rate) of direct costs.	\$111,000
TOTAL	\$935,000

EXHIBIT D

Required Insurance and Minimum Limits

Name: Volunteers of America of Los Angeles

Date: 03/17/2026

Agreement/Reference: Management and Operation of a Licensed Preschool Center at Valley Plaza Recreation Center

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured party

1,000,000

● **Products/Completed Operations**

● Sexual Misconduct	1,000,000

● Fire Legal Liability 500,000

☒ \$2,000,000 aggregate

- ☐ Occurrence-Based

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

1,000,000

✓ **Professional Liability** (Errors and Omissions)

1,000,000

Discovery Period 12 months after completion of work or date of termination

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

☐ All Risk Coverage☐ Boiler and Machinery

Flood

☐ **Builder's Risk**

Earthquake

5

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

 Crime Insurance

Other: Provided to: Joel Alvarez

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>

contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT E

Standard Provisions for City Contracts (Rev. 01/25 [v-2])

ATTACHED SEPARATELY

**Preschool Centers
Proposed On-site Facility Signs**

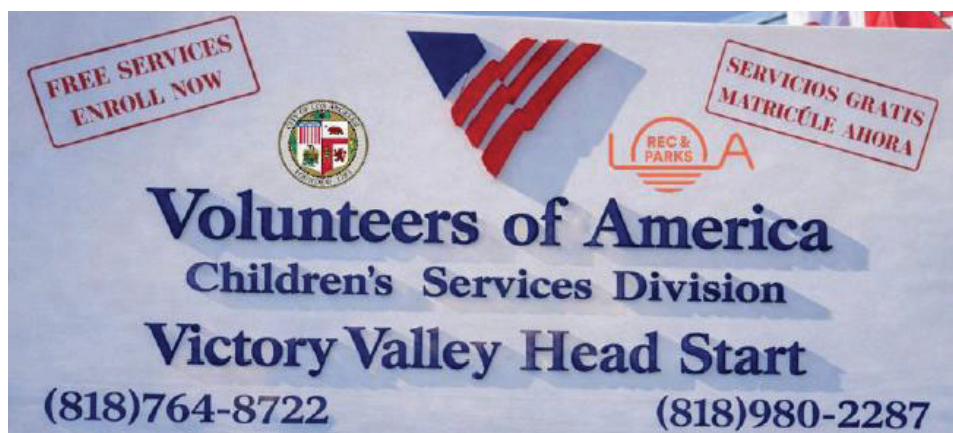
1. The Children's Collective: Van Ness Preschool
5720 2nd Avenue, Los Angeles, 90043



2. Pacific Asian Consortium in Employment (PACE): South Park Preschool
345 E. 51st Street, Los Angeles, 90011



3. Volunteers of America Los Angeles: Victory Valley
6451 Saint Claire Avenue, North Hollywood, CA 91606



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



**Figueroa Plaza
221 North Figueroa St., Suite 300
Los Angeles, CA 90012**

**REQUEST FOR
PROPOSALS**

**MANAGEMENT AND OPERATION OF
ONE TO EIGHT LICENSED PRESCHOOL
CENTER(S) LOCATED ON PARK
PROPERTY**

RFP Release Date:

June 9, 2025

Mandatory Pre-Submission Meeting:

July 10, 2025

Submission Deadline:

September 9, 2025

City of Los Angeles Request for Proposals

MANAGEMENT AND OPERATION OF ONE TO EIGHT LICENSED PRESCHOOL CENTER(S) LOCATED ON PARK PROPERTY

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I. INTRODUCTION

The City of Los Angeles (hereinafter “City”) Department of Recreation and Parks (hereinafter “RAP”) is pleased to offer an opportunity for a well-qualified and experienced, licensed preschool, business entity, or non-profit organization, to manage and operate up to eight (8) licensed childcare centers (hereinafter individually as “Center”, and collectively as “Centers”), located within recreation centers and parks (hereinafter referred to individually as “Park”, and collectively as “Parks”).

The proposing business entity or nonprofit organization (hereinafter “Proposer”) shall demonstrate the ability to perform the types of services described herein, at a level of high-quality, demonstrate financial sustainability, clearly articulate achievable plans for the Center’s management and operation, and document compliance with appropriate laws and regulations.

II. PURPOSE OF THIS RFP

The purpose of this RFP is to award a five (5) year contract with one (1) five-year renewal option, subject to approval at the sole discretion of the Board of Recreation and Park Commissioners (hereinafter “Board”), and the concurrence of the Mayor and City Council, to a responsive and responsible Proposer who will provide the Scope of Services as further described below.

The City’s goals for the proposed contract resulting from this Request for Proposals (hereinafter “RFP”) are to ensure that (1) the selected Proposer (hereinafter “Contractor”) manages and operates a childcare center that ensures a safe, caring, nurturing, and consistent environment for enrolled participants; and (2) the services offered are affordable and accessible to the surrounding community, including scholarship or grant opportunities for low-income families.

III. IMPORTANT DATES AND DEADLINES

MANDATORY PRE-SUBMISSION MEETING

A **Mandatory** pre-submission meeting will be conducted at **11:00 a.m., on July 10, 2025** via zoom at the following link:

<https://us02web.zoom.us/j/9586218654>

Or telephonically at +1 (669) 900-6833

In order to submit a proposal in response to this RFP, interested vendors must attend this virtual pre-submission meeting, the purpose of which is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. We highly recommend that prospective Proposers read the complete RFP prior to the mandatory pre-submission meeting and begin preparation of their proposal (and any questions) in order to maximize the benefits of the meeting. Additionally, please familiarize yourself with parking in the area around the meeting location and allot sufficient time to arrive at the meeting in a timely manner.

To maximize the effectiveness of the mandatory pre-submission meeting, to the extent possible, Proposers should provide questions in writing prior to the mandatory pre-submission meeting. This will enable the Contract Coordinator to prepare responses in advance. Additional written questions after the mandatory pre-submission meeting may be accepted. All questions, without identifying the submitting individual, will be compiled with the appropriate answers and issued as an addendum to the RFP. To the extent possible, please have in attendance at the meeting the team member who will be the project manager responsible for any contract awarded should your firm's proposal be awarded.

Except for questions asked during the mandatory pre-submission meeting and non-mandatory technical review meeting, all questions must be in writing and submitted via

email. Responses to questions will be posted to www.rampla.org along with this RFP. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after **3:00 p.m. on August 29, 2025**. When submitting questions, please specify the RFP section and subsection number, paragraph number, and page number, and quote the passage that prompted the question.

NON-MANDATORY PRE-QUALIFICATION MEETING:

This non-mandatory meeting will be an opportunity for prospective Proposers who attended the mandatory pre-submission meeting to ask technical questions.

This non-mandatory technical review meeting will be conducted at **11:00 a.m. on August 12, 2025** via Zoom at the following link:

<https://us02web.zoom.us/j/9586218654>

Or telephonically at +1 (669) 900-6833

MANDATORY SITE VISITS

The proposer's representative(s) must attend the mandatory site visit meeting and complete the sign-in procedure at the facility they wish to submit a responsive proposal for, at the following dates and times.

Center	Session	Date	Time
Banning	Session A	Monday, July 21, 2025	10:00 AM - 11:00 AM
Banning	Session B	Monday, July 21, 2025	11:00 AM - 12:00 PM
Echo Park	Session A	Tuesday, July 22, 2025	12:30 PM - 1:30 PM
Echo Park	Session B	Tuesday, July 22, 2025	1:30 PM - 2:30 PM
Branford	Session A	Wednesday, July 23, 2025	12:15 PM - 1:15PM

Branford	Session B	Wednesday, July 23, 2025	1:15 PM - 2:15 PM
Victory Valley	Session A	Wednesday, July 23, 2025	2:30 PM - 3:30 PM
Victory Valley	Session B	Wednesday, July 23, 2025	3:30 PM - 4:30 PM
Downey	Session A	Thursday, July 24, 2025	12:15 PM - 1:15PM
Downey	Session B	Thursday, July 24, 2025	1:15 PM - 2:15 PM
Evergreen	Session A	Thursday, July 24, 2025	2:30 PM - 3:30 PM
Evergreen	Session B	Thursday, July 24, 2025	3:30 PM - 4:30 PM
Van Ness	Session A	Friday, July 25, 2025	10:00 AM - 11:00 AM
Van Ness	Session B	Friday, July 25, 2025	11:00 AM - 12:00 PM
South Park	Session A	Friday, July 25, 2025	1:30 PM -2:30 PM
South Park	Session B	Friday, July 25, 2025	2:30 PM - 3:30 PM

Note: Branford, Victory Valley, Downey, and Evergreen will have Early Dismissal at 12:00 p.m.

DEADLINE AND DELIVERY INFORMATION:

Responses must be received no later than **1:00 p.m. on September 9, 2025**

No hard copy or hand delivery of responses will be accepted. The preferred method of submission is for responses to be submitted via Dropbox. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link:

<https://www.dropbox.com/request/eyDKrq7YM7ENyY9IGaCV>

For submissions using Dropbox, the maximum submission size is 2 GB. Please indicate your company name in the title of the filename of your submission.

Responses may also be received by the deadline stated above delivered via email to: rap.commissioners@lacity.org

For submissions via email, each submission file and email must be 20 megabytes (MB) or smaller or broken up into multiple files and submitted individually so as not to exceed 20MB each. The response must have in its subject line the solicitation to which the submission is in response. If more than one file is sent in response, each email must be noted as part number of a series of how many in number total included in the subject line with the response title for the solicitation (for example Part 1 of X number total).

RESPONSE OPENING:

Those wishing to observe the response opening may do so by joining the meeting using the following information on **September 9, 2025 at 1:00 p.m.:**

Please use this link to join the meeting:

<https://us02web.zoom.us/j/84651092827>

Or telephonically at +1 (669) 900-6833

Facsimile Responses or telegraphic modification of any RFP document will not be considered. Late submittals will not be accepted. Any other means of submission, other than as stated above, may deem the submission non-responsive.

IV. SCOPE OF SERVICES

The City's philosophy regarding child development and childcare is to provide children with a safe, caring, nurturing, and consistent environment to develop through activities that help them to grow in a positive unrestricted manner. Children should be treated with due respect to their interests and allowed to grow and develop according to their own schedule and needs. The overall experience that the children receive at the Center should enrich their lives socially, physically, and emotionally. In accordance with RAP licensed preschool practices and guidelines, the Scope of Services performed by selected Contractor shall include, but not be limited to the following:

- Operate and maintain a high-quality licensed preschool center at Contractor's sole cost and expense, including utilities, maintenance and repair, and in accordance with RAP childcare criteria and practices, and RAP's philosophy on child development and childcare;
- Obtain and maintain all necessary certifications related to the operation of a licensed preschool center, including licenses, permits, background checks and fingerprinting for employees, volunteers, contractors and subcontractors engaging in Center operations;

- Provide a program schedule for the Centers year-round, and normal days and hours of operation at a minimum 7:00 am to 6:00 pm; Monday through Friday (excluding City of Los Angeles observed holidays);
- Provide a safe, caring, nurturing and consistent environment for enrolled participants;
- Provide services at reasonable prices comparable within the surrounding community, accept outside preschool funding sources (such as, but not limited to, Crystal Stairs), and offering a reduced fee based on proof of annual income to qualified low-income families, with priority given to prospective low-income applicants and/or enrollees, who reside within a five (5) mile radius of the Center;
- Ensure that current enrollees and their siblings will have first right of refusal to enroll into the Center's program, in accordance with the fee schedule and terms of the Contractor under the proposed contract;
- Tuition and fee rates shall be required to be below the market rate for preschool services provided by other agencies for the community in which the Center is located. Once the initial tuition and fee(s) schedule is established, any subsequent tuition and fee increases shall be limited to a maximum of 4% annually, and subject to approval by the Board prior to implementation;
- Promote the Center to maximize participant enrollment;
- Provide annual performance reports (including, but not limited to, annual budget and expenditures reports, participation and program results data, copies of marketing, recruitment, and press materials, discussion of program changes and/or challenges);
- Demonstrate awareness and responsiveness to the demographics and special needs of the Center's enrolled participants;
- Maintain good communication and a professional relationship with RAP staff;
- Reimburse City for operational impacts (Cost Recovery Reimbursement Fees for utilities, maintenance, and solid waste disposal) otherwise not paid directly to applicable service providers during the contract term(s);
- Maintain appropriate insurance coverage acceptable to City Risk Management, listing the City as an additional insured;
- Create and maintain a Parent Advisory Board to provide parent perspectives and oversight of center operations;
- Demonstrate the ability to effectively communicate with the community served; and
 - Not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, child development programs and activities, or licensed child care services.

The eight (8) Centers, with corresponding licensed capacity for each facility, are located at Parks commonly known as:

- Banning Preschool Center: 1331 Eubank Ave., Wilmington, CA 90744 (*Unlicensed, No Capacity, currently still in redevelopment - 4,654 square feet*)
- Branford Preschool Center: 13306 Branford St., Arleta, CA 91331 (Licensed Capacity 50)
- Downey Preschool Center: 219 South Ave. 18, Los Angeles, CA 90031 (Licensed Capacity 43)

- Echo Park Preschool Center: 515 Laveta Terrace, Los Angeles, CA 90026 (Licensed Capacity 50)
- Evergreen Preschool Center: 211 S. Evergreen Ave., Los Angeles, CA 90033 (Licensed Capacity 46)
- South Park Preschool Center: 345 E. 51st St., Los Angeles, CA 90011 (Licensed Capacity 75)
- Van Ness Preschool Center: 5720 2nd Ave., Los Angeles, CA 90043 (Licensed Capacity 30)
- Victory Valley Preschool Center: 6451 Saint Clair Ave, North Hollywood, CA 91606 (Licensed Capacity 50)

See Attachment A for a list of the above Centers with facility and site information listing the size, floor plan, current enrollment capacity, features/amenities, and other site information. Preschool services for infants and toddlers (under 2 years old) will require modifications to the existing center(s) at the expense of the Contractor.

V. MINIMUM QUALIFICATIONS

Years in Business: Proposer must be a registered business on the California Secretary of State registry, as appropriate, and demonstrated experience providing the aforementioned Scope of Services, or similar, for a minimum of three (3) years.

Licenses: Provide a copy of the business entity's or non-profit organization's State of California Department of Social Services Preschool License. If available, provide a copy of the last four (4) years of the Community Care Licensing Division (CCLD) site visit evaluation, and if not available, provide an explanation as to why the Proposer has not yet experienced a licensing evaluation visit other than the initial pre-licensing inspection.

VI. PROPOSAL CONTENTS

Proposers shall submit each of the Proposal Submittal Items listed below. Failure to submit any of the specified items may result in the proposal being declared non-responsive.

If selected as the winning proposal, the Contractor must be willing and able to commit to the proposal. The contents of a Contractor's proposal, this RFP document and all attachments, including the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment C) will be incorporated as part of the provisions of the Contract and will be deemed a binding commitment. Proposers are encouraged to submit a practical and sustainable proposal.

Proposal Submittal Items

The following Proposal Items, in part, will comprise the fundamentals of the proposed Contract. Proposers must provide a written response to each of the following Proposal Items, which are explained in further detail here:

- Executive Summary - Section V.1
- Background and Experience (30 Points) - Section V.2
- Proposed Operating Budget (20 Points) - Section V.3
- Proposed Participant Client Fee Schedule (20 Points) - Section V.4
- Proposed Operations Plan (30 Points) - Section V.5

Proposers must respond to each of the following items in their written proposal. Each response must correspond with each of the items contained herein.

1. EXECUTIVE SUMMARY

The Executive Summary must be limited to three (3) typed pages (single-space, Times Roman - 12 font, or similar) and must provide a comprehensive but concise summary of the Proposer's understanding of the requirements of this RFP, a description of the Proposer's approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified entity to perform the programs and services outlined in this RFP. Also, include the name and address of the proposing business entity or nonprofit organizations, and the point of contact name, telephone number and e-mail address.

2. BACKGROUND AND EXPERIENCE

The Proposer must clearly demonstrate its background and experience in providing child development programs and additionally, the ability to provide the licensed childcare services requested in this RFP. If this is a new company, partnership, joint venture, or nonprofit organization formed for the purpose of responding to this RFP, and if awarded, for the operation of Center under the proposed contract, describe the background and qualifications of each of the partners or principal members of the business entity or nonprofit organization, as they pertain to satisfying the requirements of this RFP.

2.1 Ownership Description

Proposers must include a response to each proposal item listed below:

- Address of administrative offices;
- Time in business (provide number of years and months);
- Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or Limited Liability Company (LLC), etc. (Entity must be eligible to do

business in the State of California and registered on the California Secretary of State website as required);

- Size of company (including number of employees);
- Organizational chart for business entity or non-profit organization;
- List of other operational locations (if applicable);
- Roster including names and titles of site management staff; and
- Any pending mergers with other business entities (if none, indicate that no mergers are pending in response to this section).

2.2 Experience

Description of proposing entity's experience in and knowledge of operating a licensed childcare facility, specifically including experience with children ages two (2) to five (5) years old. Proposers must include a response to each item listed below (if none, so state in response to each item):

- Description of similar child development and preschool operations or programs, and/or licensed preschool center operations, performed for a period up to three (3) consecutive years between 2020 and 2024. Description must include operations and enrollment levels for children ages two (2) to five (5) years of age.
- Provide a copy of the business entity's or non-profit organization's State of California Department of Social Services Preschool License.
- If available, provide a copy of the last four years of the Community Care Licensing Division (CCLD) site visit evaluation, and if not available, provide an explanation as to why the Proposer has not yet completed a licensing evaluation visit other than the initial pre-licensing inspection.
- Additional information which demonstrates Proposer's experience and qualifications.

2.3 Contracts History

Proposers must include a response to each proposal item listed below, and provide information for each contract. (If none, so state in response to each item):

- List of all similar contracts between 2020 through 2024.
- List of all similar contracts terminated between 2020 through 2024, with an explanation of reason(s) for termination.

2.4 References

Proposers must include a minimum of three (3) business references with whom the business entity or nonprofit organization has conducted licensed preschool services, which RAP may contact to verify relevant past

performance. Include company names, contact names, addresses, telephone numbers, and the nature and scope of the business relationship.

3. PROPOSED OPERATING BUDGET

Each Proposer must demonstrate the financial means and resources to finance, operate, and sustain center operations as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital. To this end, each Proposer must provide with the proposal, the following items which shall be subject to verification by RAP.

3.1 Amount of Investment Required

State the amount of investment you estimate to be required to begin and sustain proposed operations. This amount must be itemized in accordance with the items listed below, and include Start-Up Costs (Proposers must include a response to each proposal item listed):

- Valuable consideration, such as services provided to the public, maintenance, repair, or other;
- Inventory;
- Equipment;
- Operating supplies;
- Marketing & advertising;
- Payroll;
- Insurance; and
- Others (list individually).

3.2 Source(s) of Funding for Operation

Provide a list of existing and/or proposed funding sources. Proposers must include a response to each item listed below:

- Indicate whether the proposed source of funding in the above amount in Section 3.1 is cash reserves, financing from a commercial lender, other sources, or a combination thereof.
- Of the total amount required, indicate the amount that is to be funded through each source.

3.3 Financial Documentation

Each Proposer must provide the following written verification of its ability and commitment to provide adequate funding in the amount indicated above. Proposers must include a response to each proposal item listed:

- Bank Statements for the proposing entity for the past two years (2023 and 2024).
- Audited financial statements reviewed by a certified public accountant for the past two years (2023 and 2024).
- Copies of current credit rating, as appropriate.

3.4 Financial Pro-Forma

Each Proposer must provide a Financial Pro-Forma spreadsheet, which details the anticipated revenue and expenditures for Center operation over the term of the first five (5) years of the contract. Such Financial Pro-Forma will be the basis for the initial Annual Operating Budget for the Center, and incorporated into the proposed contract should the submitted proposal be recommended for award.

4. PROPOSED CLIENT FEE SCHEDULE

Submit a proposed Client Fee Schedule for the initial start of the contract term, including tuition and all other proposed charges and fees. State when other charges and fees are applicable and provide all pertinent supporting information. Should the submitted proposal be selected for award of contract, the proposed Client Fee Schedule will be the basis for the initial fees the Contractor will be authorized to charge, and will not be revised without the prior written approval of the Board

Proposed Charges and Fees (not limited to):

- Service fee (tuition);
- Waiting list application fee;
- Enrollment/registration fee;
- Late fee; and
- Other.

5. PROPOSED LICENSED PRESCHOOL CENTER OPERATIONS PLAN

This and the following sections pertain to the Proposer's ***proposed*** operation for the Center, as distinct from the Proposer's ***past*** experience operating other facilities. It is highly recommended that Proposers prepare a response that reflects RAP's child development and licensed preschool philosophy, as stated in Section IV of this RFP. The Proposer's Operations Plan must include, but shall not be limited to, the following items (Proposers must include a response to each proposal item listed below):

5.1 Staffing Plan

- Submit a proposed staffing plan for the Center, including position descriptions, titles and assignments for each position; a brief description of position duties, minimum qualifications and educational requirements, and salary ranges.
- Staffing should include a plan to address overlap at the Center for different shifts to ensure continuity of care and appropriate number of qualified staff floaters for use as needed at the Center to perform the Scope of Services.
- Submit resumes for Key Personnel for positions, or equivalent positions, such as: Executive Director, Chief Operating Officer, Director, and Assistant Director.
- Include an organizational chart for the operation of the Center to ensure the Contractor can perform the Scope of Services.

5.2 Staffing

Staffing must meet or exceed State licensing requirements pursuant to the State of California Community Care licensing requirements. Please describe in sufficient detail how your organization will fulfill these requirements.

5.3 Admissions Policy

With the understanding that children currently enrolled under existing Center operations as of the date of the Board's award of the proposed contract, and their siblings, shall have right of first refusal per the Contractor's price and terms for admittance under the Contractor's operation of the Center, describe the proposed admission policy for the Center that will be implemented following the establishment of the initial child enrollment list at commencement of new operations at the Center under the proposed contract.

In order to adhere to RAP recreation program and preschool enrollment guidelines, and Scope of Services listed in Section IV of this RFP, the proposed Admissions Policy must include the following as mandatory minimum requirements:

- Right of first refusal exception for existing enrollees and their siblings;
- Admittance of eligible applicants on a first-come, first-served basis;
- The Admission Policy must adhere to the enrollment policy mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section #101218

- Must include qualified low-income scholarships, with priority given to prospective low-income applicants and/or enrollees who reside within a five (5) mile radius of the Center;
- A majority of children admitted must reside in the local community, within a five (5) mile radius of the Center; and
- Admission practices shall not discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability or any other protected class under applicable law in determining which children are served.
- **Note:** Proposals which include preschool services for infants and toddlers (under two (2) years old) will be considered, but should take into consideration that modifications to the existing center(s) will be required at the expense of the provider awarded the contract.

Proposers are encouraged to include additional information as needed to best describe the proposed Admission Policy for the Center.

5.4 Program Schedule

With the understanding that the objective of this RFP is to award a contract for the operation and management of a licensed preschool center offering year-round programming and services to the community, excluding City of Los Angeles observed holidays, describe the proposed Program Schedule specifying programming days and closure days (holidays, staff training, or other). The current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Cesar Chavez Birthday; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

5.5 Licensed Preschool Activities

In consideration of RAP's child development and licensed preschool philosophy, describe the proposed programs and services to be provided to meet the child development needs of the community, specifically including such activities to be incorporated into the daily/weekly program(s) to meet the goals and objectives of this RFP. The description of programs, services, and related activities must be differentiated between the two (2) age groups stipulated in this RFP which are ages two (2) to three (3) and ages four (4) to five (5) respectively.

5.6 Advertising / Promotion / Marketing

Describe the proposed method to be used to promote maximum enrollment. The method should include appropriate marketing of the Center within a five (5) mile radius of the Center.

5.7 Customer Satisfaction

Describe the methods used to both gather information on customer satisfaction and methods used to implement changes and/or improvements to the Center in order to maximize participant satisfaction.

5.8 Emergencies

Describe your plan to ensure the safety of the children and employees during emergencies and other disruptive occurrences. Response should include contingencies to clothe, feed, and shelter children and employees for a period of forty-eight (48) hours.

5.9 Maintenance

Describe and outline in a plan your approach to maintenance during daily operations in order to ensure that a sanitary and safe facility is maintained, and to ensure grounds are well-maintained, sanitary, and free of debris.

5.10 Repair(s)

Describe your plan on providing needed repairs to the Center during daily operations, in order to maintain a safe and functional facility. The response should include a plan for major and minor repairs of the Center.

5.11 Proposed Equipment and Equipment Replacement Plan

Include a list of equipment that will be used to successfully operate the Center and a plan to maintain the quality and/or replacement of each item throughout the life of the proposed contract.

5.12 Additional Services and/or Amenities

Proposers are encouraged to consider and propose additional amenities and activities to enhance the child development experience.

VII. COMPLIANCE DOCUMENTS

As part of your proposal, all Proposers must review, complete, sign, and submit the required compliance documents listed in Attachment D and through RAMP, as necessary,

that contain information, related forms, and instructions. Compliance documents include forms ensuring that the selected Proposer is fully aware of, and committed to comply with, specific City policies and requirements. If you do not complete and submit the required compliance documents, your proposal will be deemed non-responsive and will not be scored.

Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed as part of this submission. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

NOTE: Only responses from Proposers that possess relevant experience working in the field outlined herein providing the services of the type described in Section IV above will be considered for this RFP. Work must have been completed by the Proposer and may not be imputed by work performed by a current employee of the Proposer that was not completed while employed by the Proposer.

DOCUMENT CHECK:

Please check the contents of the RFP package carefully to ensure you have all necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the Contract Coordinator identified above. Proposers will not be able to add to, or modify their proposals after the proposal due date. Late proposals will not be considered for review.

The complete RFP package and all forms and information are available at the opportunity page for this opportunity at Regional Alliance Marketplace for Procurement (RAMP): <https://www.rampla.org/s/>.

Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator, at the email address listed below, in writing no later than 24 hours before the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

THE CITY RETAINS THE RIGHT AND MAY DEEM A PROPOSER NON-RESPONSIVE IF THE PROPOSER FAILS TO PROVIDE ALL REQUIRED DOCUMENTATION.

VIII. EVALUATION, SELECTION, AND AWARD OF WORK

RAP will evaluate the responses received through a two level review process using the evaluation criteria identified herein and make recommendations to the Board regarding the selected entity with whom to enter into a contract for the provision of services. The award of the contract will be based on the completeness of the proposal and the Proposer's qualifications. The process for that determination is described below. As part of the evaluation process, RAP reserves the right to request additional information to clarify and verify information submitted in response to this RFP. If a Proposer knowingly

and willfully submits false information or data, RAP reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, RAP reserves the right to terminate the Agreement.

The evaluation of proposals will consist of two levels. Each Proposer must pass Level I in order to advance to Level II. All proposals meeting the requirements of this RFP shall be reviewed and rated by a selection panel according to the criteria and manner described below.

The primary emphasis of the review shall be on the Proposer's demonstrated qualifications and experience with and references as to past performance with said Scope of Services. The review will also examine Proposer's comprehensive experience, as well as the overall quality and completeness of the proposal.

All recommendations by the selection panel are subject to the approval of the RAP General Manager and of the Board. Proposers are advised that all documentation submitted in response to this RFP will be considered property of RAP and may become available to the public as public record and be released without further notification. Any information that the Proposer considers confidential should not be submitted with the proposal. RAP reserves the right to reject any and all proposals and to waive any informality in the proposal when to do so would be to the advantage of RAP and the City.

1. Level I Evaluation – Compliance with RFP Submission Requirements: RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with basic requirements and document submissions.

To be found responsive to the RFP under Level I evaluation, proposals must include:

- 1) Proposal Submission Letter (Attachment B)
- 2) Proposal Items - referenced Section VI of this RFP
- 3) Copy of valid State of California Department of Social Services Preschool License
- 4) Completed Compliance Documents (Attachment D)

Those Proposers found responsive to the RFP as defined above shall proceed to Level II. Those who are not responsive will not proceed in the deliberations and will not be eligible for award of the contract.

2. Level II Evaluation – Evaluation and Scoring Criteria of Proposal Items: For the purposes of Level II evaluation, proposals will be evaluated, ranked, and scored based on the criteria below.

EVALUATION CRITERIA	POINTS
A. Background and Experience	30 points
B. Proposed Operating Budget	20 points
C. Proposed Participant Client Fee Schedule	20 points
D. Proposed Operations Plan	30 points
Total Points Possible	100 Points
Local Business Preference Program Bonus	Up to 12 additional points
Post-LBPP Total	112 Possible

Total Score

The selection panel will recommend the Proposer with the highest score from the Level II evaluation (which may result in a maximum total of 100 points) plus any bonus points awarded from any application of the Local Business Preference Program (LBPP). The LBPP bonus points shall not exceed twelve points.

Responsive proposals (Level I) to this RFP will be scored in each of the criteria above and ranked according to scores achieved (Level II). The City selection panel described above will conduct a comprehensive evaluation of the proposals. The City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each responsive Proposer and any information contained in its proposal.

All proposals will be evaluated solely on the basis of the criteria listed above and will serve as a basis to formulate the RAP General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. RAP shall notify all Proposers of the recommendation. The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making its decision as to the selection, if any, stating publicly the reasons for their actions.

RAP CONTRACT AWARD:

The General Manager of RAP recommends contract and agreement awards to the Board. RAP shall notify all Proposers of the RAP General Manager's recommendation. The Board will consider the General Manager's recommendation during a public Board Meeting and may accept or reject the General Manager's recommendation in making their decision as to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts and agreements for periods of longer than three (3) years. Contracts and agreements are deemed to be executed upon the date of signature by the Contractor, the Board President and Board Secretary, and the City Attorney.

Once the award of contract is approved, the Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws, within sixty (60) days of written notification by RAP. If Contractor does not execute the awarded contract and any other necessary documents, within sixty (60) calendar days of Board, Mayor, Council and City Attorney's approval of the awarded contract, RAP may unilaterally rescind the contract award at its sole discretion.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City.

PROTEST PROCEDURES:

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Proposer prior to pursuing any legal remedy which may be available. For this reason, no Proposer shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Proposer to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

Should a Proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the Proposer must, not more than ten calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

It is the policy of the Board that:

1. Officially signed and dated protests must be received not more than ten calendar days after being notified by RAP in response to this RFP.

2. Protests are transmitted via email to:

Board of Recreation and Park Commissioners
Attention: Board Secretary
rap.commissioners@lacity.org

3. If filing a protest against another Proposer, the Board will only consider such protests if it appears that either Proposer may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Proposer who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.

5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

CITY'S RIGHT TO REJECT PROPOSALS AND TO WAIVE INFORMALITIES:

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371(c): "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."

NATURE OF THIS RFP PROCESS:

RAP staff will recommend that the Board, in its capacity as the contract awarding authority for RAP, find, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion,

such as price comparison, that will determine which Proposer can best provide the services required by RAP for the services sought under this RFP. To select the best Proposer for these services, RAP staff will recommend that the Board find it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP and that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371(b), would not meet RAP needs.

IX. CONTRACTUAL RESPONSIBILITIES

If awarded a contract, the Contractor will be obligated to perform the responsibilities as described in:

- This Request for Proposals (RFP) document.
- The Proposer's proposal submitted in response to this RFP.
- The Sample Contract (Attachment F). Please note the Sample Contract may be modified at RAP's discretion to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- The Standard Provisions for City Contracts (Rev. 1/25 [V.2]) (Attachment C).
- Compliance documents (Attachment D) signed by the Proposer.
- Insurance Requirements as stated on Form 146 (Attachment E).

LOCAL BUSINESS PREFERENCE PROGRAM ORDINANCE:

Proposers are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows RAP to apply additional points to the Proposal's final score under certain conditions.

Only those Proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be eligible for additional points that can be awarded under the ordinance. The City may request supporting documentation to verify qualification for designation as a Local Business.

Proposers seeking additional information regarding the requirements of the Local Business Preference Program Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

INSURANCE REQUIREMENTS:

Insurance policies must be current and on file with the Office of the City Administrative Officer (CAO) Risk Management when the contract is executed. Work cannot commence or continue if the proper proof of insurance forms is not on file with the CAO. Also, invoices will not be paid if the proper proofs of insurance forms are not on file with the CAO. See Attachments E for more information.

TAXES:

Contractor shall cooperate with the City, State, and Federal Government in all matters relating to taxation and the collection and or payment thereof.

OFFICE OF CONTRACT COMPLIANCE FORMS:

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Bidder. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFP.

The above forms shall be submitted to:

**Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 South Broadway, Suite 300 Los Angeles, CA 90015**

The Office of Contract Compliance may be reached at (213) 847-1922.

SIGNATORIES AND SIGNATURE BLOCKS:

Proposers must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with bid may render the Response non-responsive):

If the Proposer is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A non-LLC Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two signatures: One President or Chief Executive Officer and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer; or
- One signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

CONTRACT COORDINATOR:

Please direct all comments and questions regarding this RFP to the Contract Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows: rap-contracts@lacity.org

This will ensure the passage can be quickly found in the RFP. RAP reserves the right to group similar questions when providing answers.

If City requirements or the specifications prevent Proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in RAP not receiving the best possible responses from Proposers.

DISCLAIMER:

RAP may or may not decide to award any or part of this Request for Proposals in one or multiple Notice to Proceed (NTP) based on its sole convenience and shall not be responsible for any solicitation response costs. All costs of proposal preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any expenses incurred by the Proposer in the preparation and/or submission of the proposal. All Proposers who respond to solicitations do so solely at their own expense.

Furthermore, the schedule of any or part of this Request for Proposals is dependent on the availability of funding and can be postponed at any time.

RAP reserves the right to award none, some or all parts of the proposal to the selected Proposer, as well as reserves the right to reject any and all proposals.

Furthermore, RAP reserves the right to issue additional RFPs, if necessary, to complete parts of the scope of work, and work that may logically follow the work of this RFP.

CONSTITUTIONAL AND OTHER LIMITS ON CONTRACTOR'S RIGHT TO EXCLUSIVITY:

Notwithstanding exclusivity granted to the Contractor by the terms of the awarded Contract, the City in its discretion may require Contractor, without any reduction in cost recovery reimbursement fees or other valuable consideration to Contractor, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

PUBLIC RECORDS ACT:

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Government Code Sections 7920 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision

of the CPRA that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the CPRA. Please note that the wholesale use of headers/footers bearing designations such as “confidential,” “proprietary,” or “trade secret” on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific. In addition to the requested proposal copies listed herein, all Proposers must supply one complete duplicate copy of its proposal, in Portable Document Format (PDF), with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA. Any Proposer claiming such exemption must also state in the proposal the following: “The Proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor.”

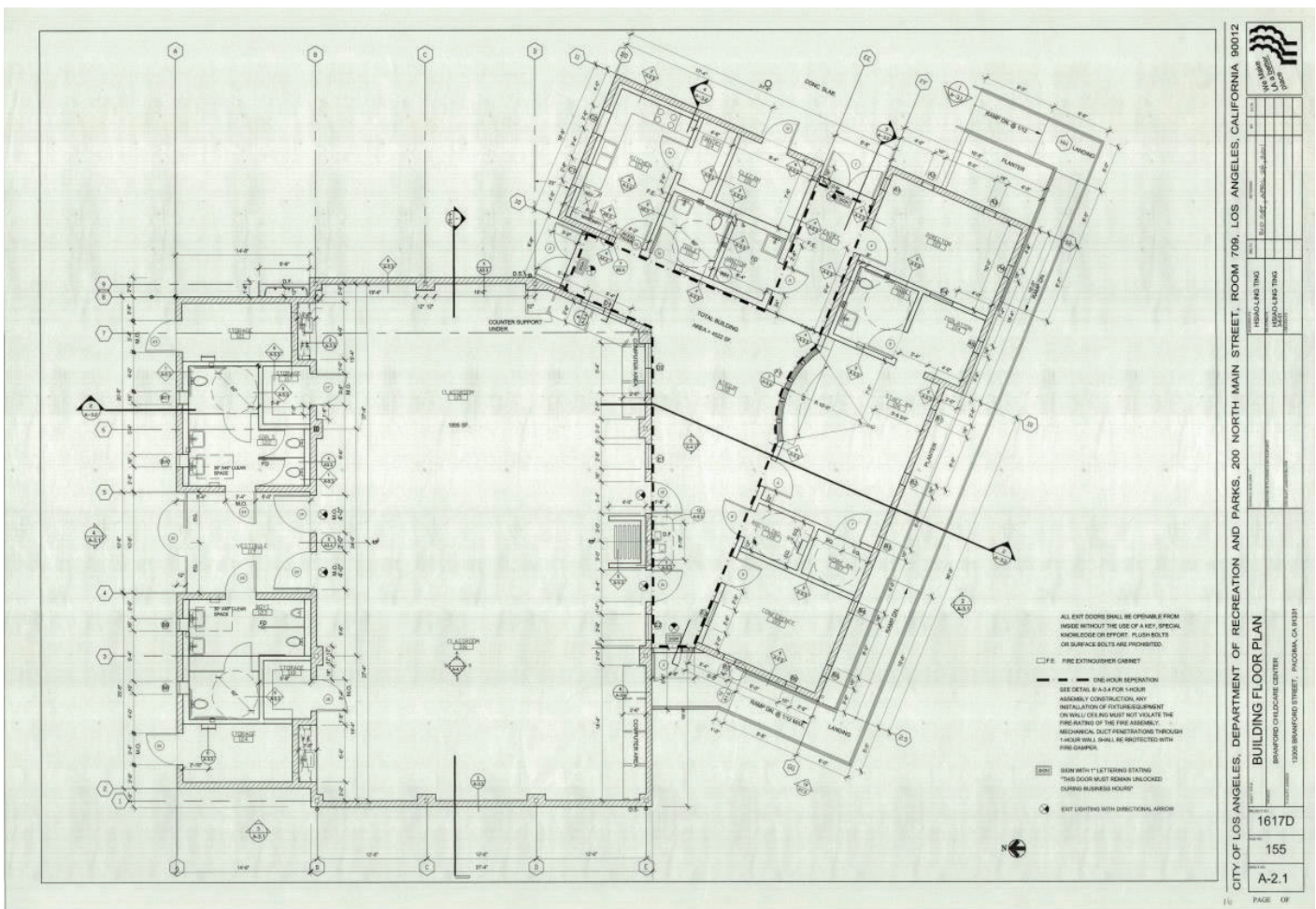
X. LIST OF ATTACHMENTS

- A. Center(s) Site Descriptions.
- B. Proposal Submission Letter.
- C. Standard Provisions for City Contracts (Rev. 1/25 [V.2]).
- D. Compliance Documents Packet.
- E. Form 146 Insurance Requirements.
- F. Sample Contract for the Management and Operation of a Child Development Licensed Preschool Center.

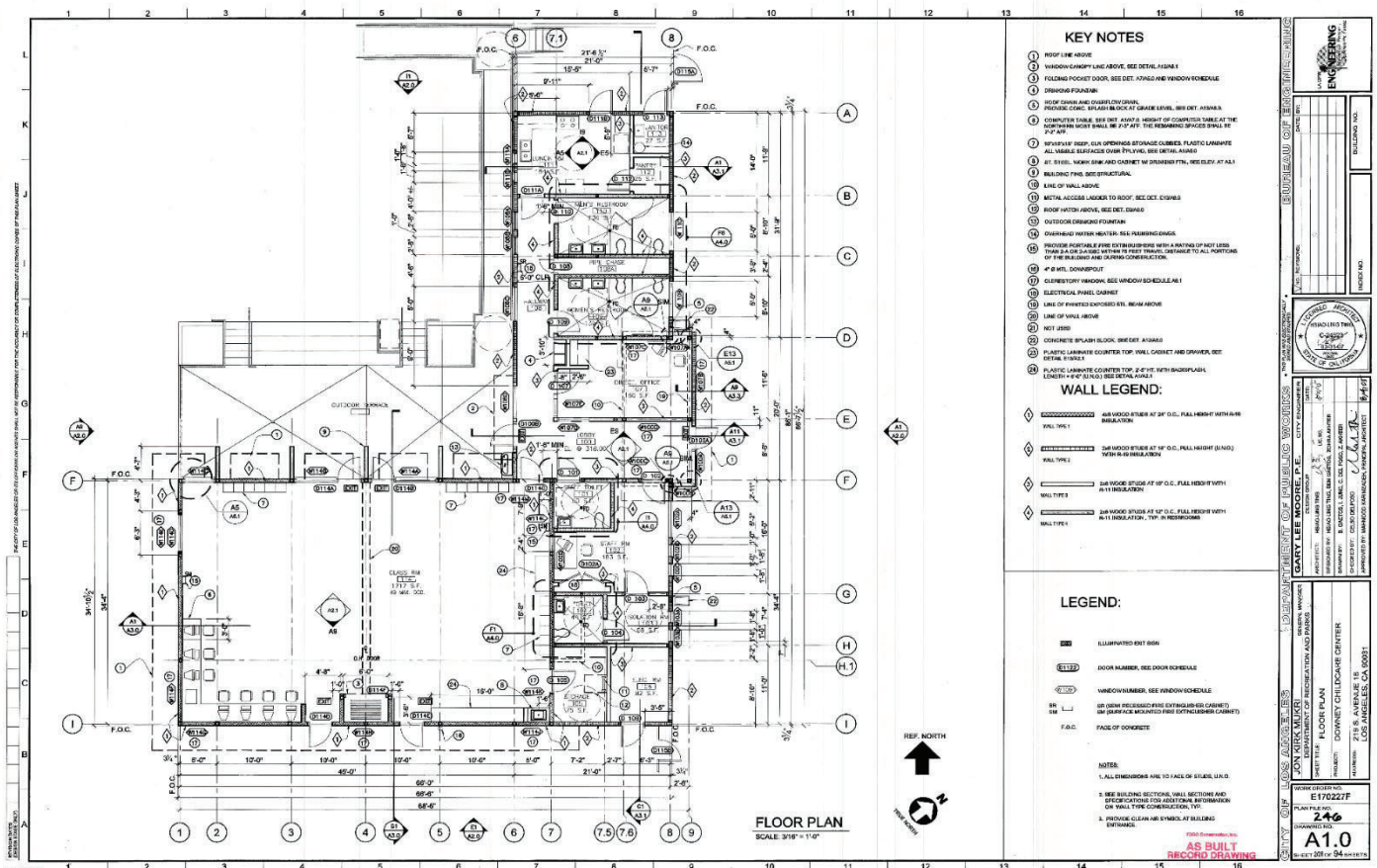
Branford Childcare Center
13306 Branford St., Los Angeles, CA 91331

Building Layout and Amenities

- Lobby
- Classroom (1,895 sq. ft.)
- Storage Room #1 (60 sq. ft.)
- Storage Room #2 (40 sq. ft.)
- Girls Restroom (196 sq. ft. - 3 toilets, 2 sinks)
- Boys Restroom (196 sq. ft. - 1 urinal, 2 toilets, 2 sinks)
- Storage Room #3 (40 sq. ft.)
- Storage Room #4 (60 sq. ft.)
- Conference (150 sq. ft.)
- Recycling (49 sq. ft.) and Work Room (49 sq. ft.)
- Staff Room (300 sq. ft.)
- Restroom #1 (81 sq. ft. - 1 toilet, 1 sink)
- Isolation (81 sq. ft.)
- Director (170 sq. ft.)
- Electrical Room
- Janitor Room
- Pantry
- Restroom #2 (64 sq. ft.)
- Kitchen (160 sq. ft.)



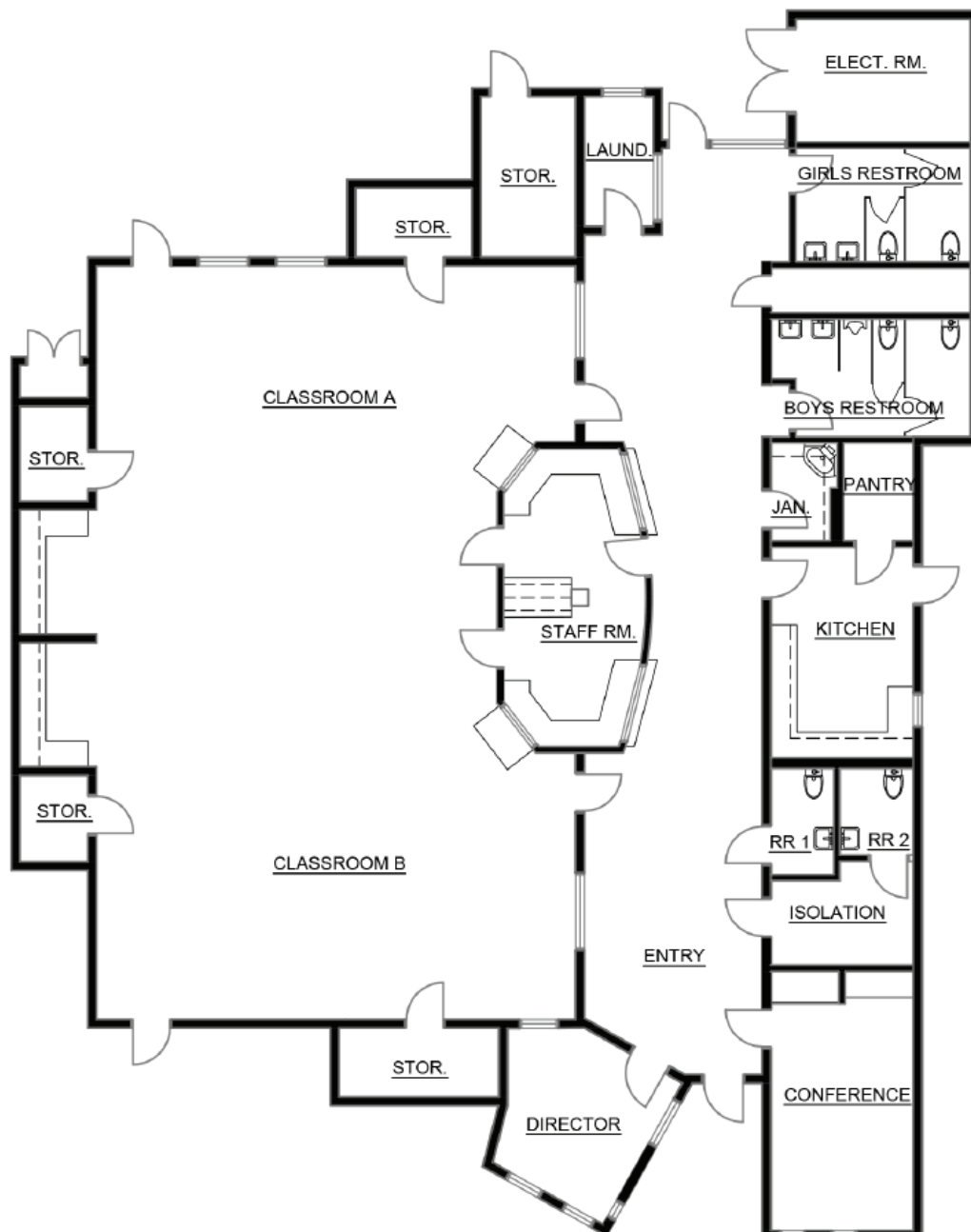
Building Layout and Amenities



Echo Park Child Care Center
515 Laveta Terrace, Los Angeles, CA 90026

Building Layout and Amenities

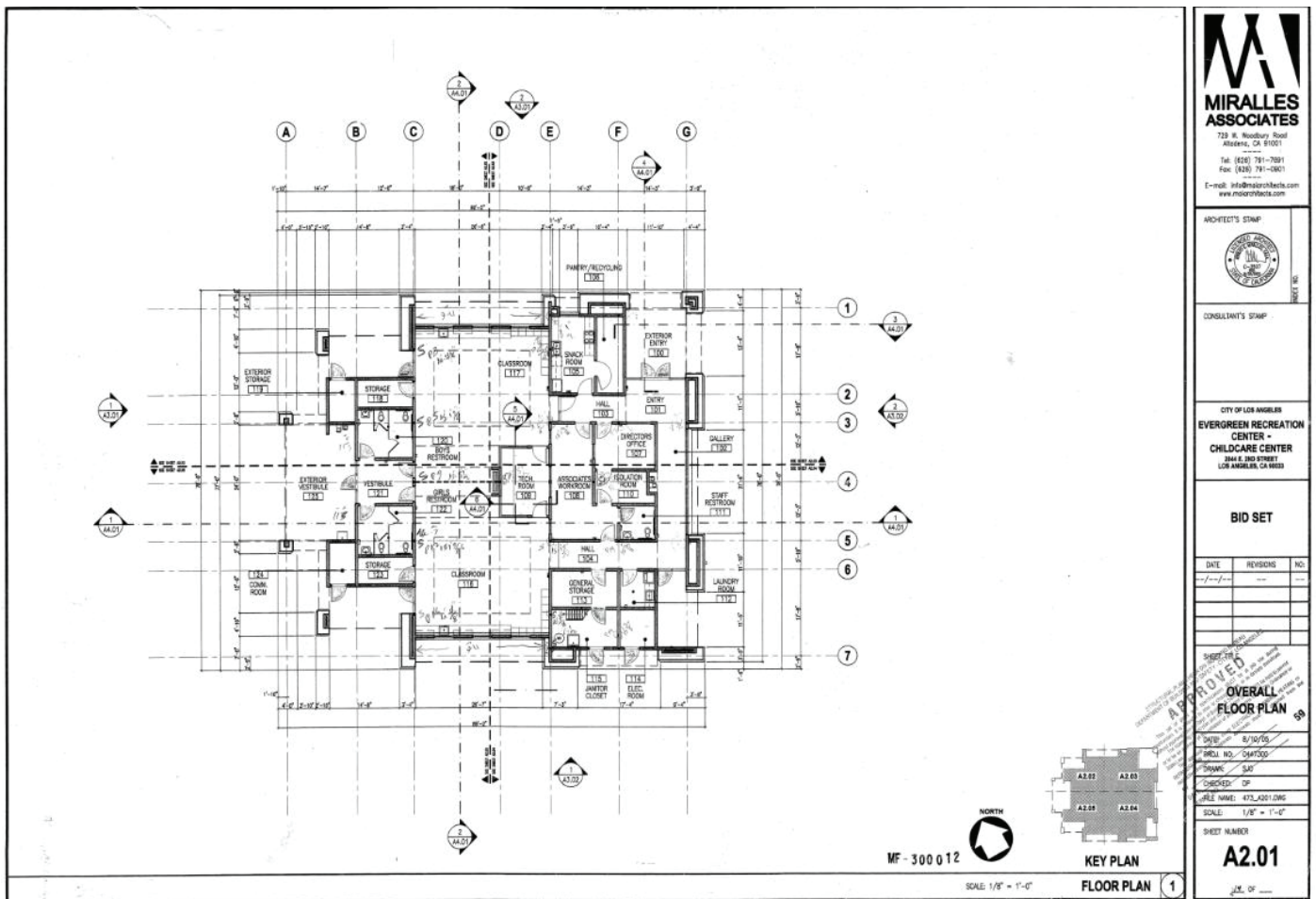
- Director (100 sq. ft.)
- Classroom A (1,000 sq. ft.)
- Classroom B (1,000 sq. ft.)
- Staff Room (223 sq. ft.)
- Girl's Restroom (117 sq. ft. - 2 toilets, 2 sinks)
- Boy's Restroom (130 sq. ft. - 2 toilets, 1 urinal, 2 sinks)
- Kitchen (178 sq. ft.)
- Restroom #1 (48 sq. ft. - 1 toilet, 1 sink)
- Restroom #2 (42 sq. ft. - 1 toilet, 1 sink)
- Isolation (77 sq. ft.)
- Conference (198 sq. ft.)



Evergreen Child Care Center
211 S Evergreen Ave., Los Angeles, CA 90033

Building Layout and Amenities

- Lobby
- Pantry
- Kitchen (160 sq. ft.)
- Classroom (2,108 sq. ft.)
- Storage Room #1
- Storage Room #2
- Restroom #1 (120 sq. ft. 2 toilets, 1 sink)
- Restroom #2 (120 sq. ft. - 2 toilets, 1 sink)
- Storage #3
- Comm Room
- Storage #4
- Storage #5
- Electrical Room
- Laundry
- Associates Work Room
- Tech Room
- Restroom #3 (64 sq. ft. - 1 toilet, 1 sink)
- Isolation (70 sq. ft.)
- Director (120 sq. ft.)



South Park Child Care Center
345 East 51st St., Los Angeles, CA 90011

Building Layout and Amenities

- Lobby
- Assistant Director (140 sq. ft.)
- Kitchen (196 sq. ft.)
- Laundry
- Storage
- Classroom (3,060 sq. ft.)
- Restroom #1 (72 sq. ft. - 1 sink, 1 toilet)
- Restroom #2 (72 sq. ft. - 1 sink, 1 toilet)
- Women's Restroom (4 sinks, 5 toilets)
- Men's Restroom (2 sinks, 2 toilets, 3 urinals)
- Director (288 sq. ft.)

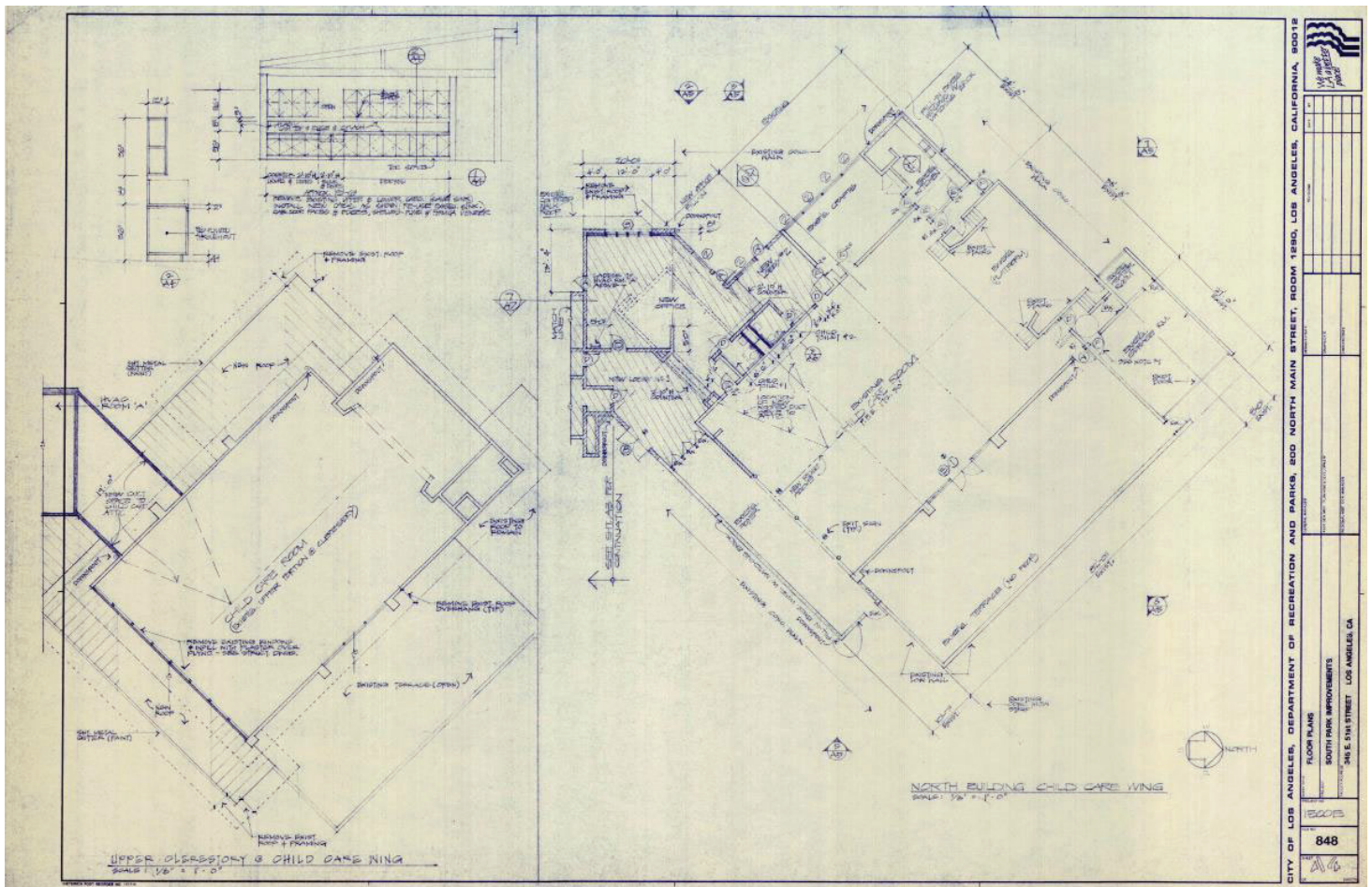
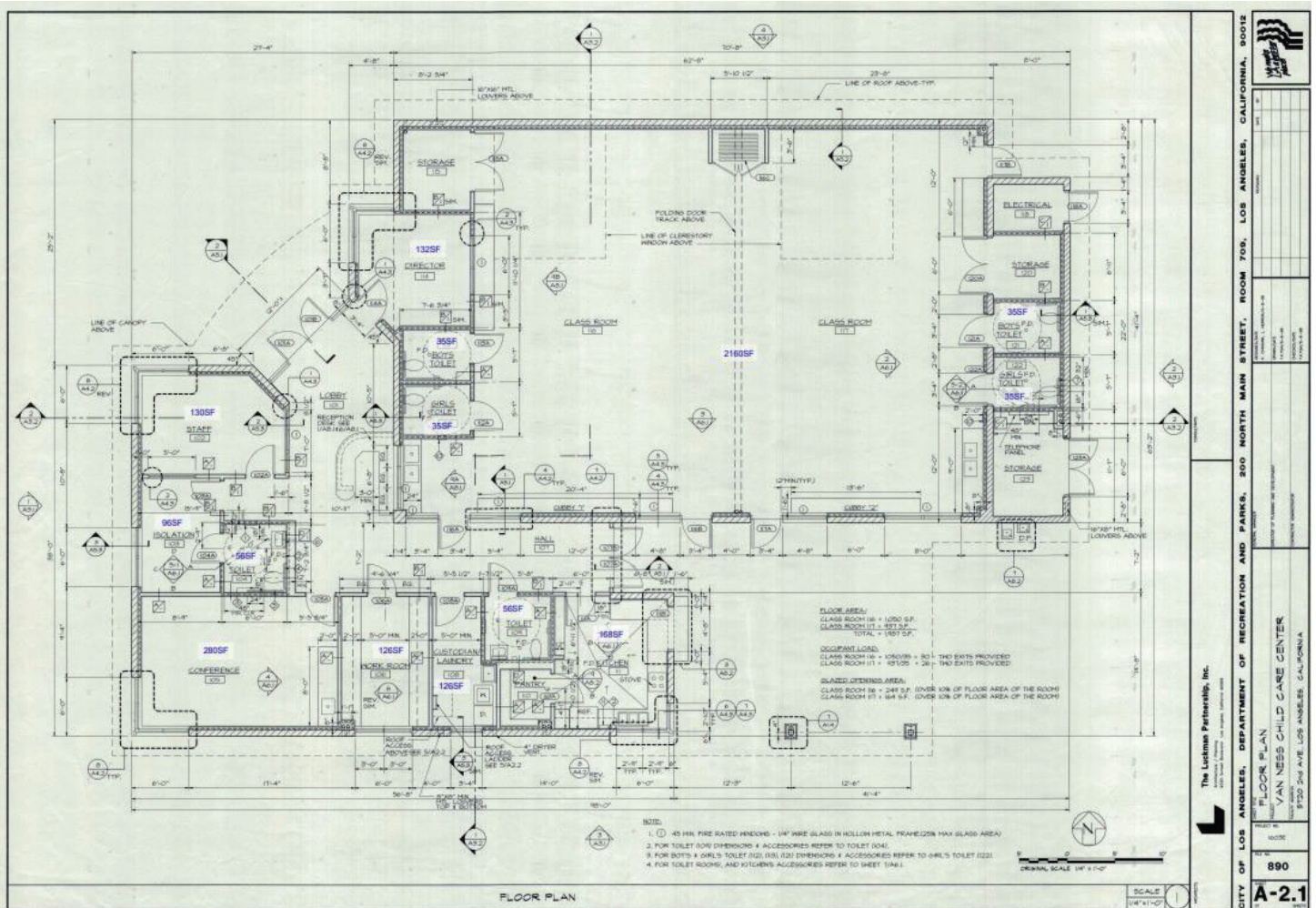


Exhibit A-7

Van Ness Child Care Center 5720 2nd Avenue, LA., CA 90043

Building Layout and Amenities

- Lobby
- Main Classroom (2,160 sq.ft. – two sinks)
- Storage Room #1
- Conference Room (280 sq.ft.)
- Isolation Room (96 sq.ft.) and Restroom (56 sq.ft.- one toilet)
- Staff Room (130 sq.ft.)
- Work Room (126 sq.ft.)
- Laundry Room (126 sq.ft.)
- Kitchen and Pantry (168 sq.ft.)
- Adult Restroom (56 sq.ft.)
- Girls Toilet #1 (35 sq.ft.)
- Boys Toilet #1 (35 sq.ft.)
- Director's Office (132 sq.ft.)
- Electrical Room
- Storage Room #2 (35 sq.ft.)
- Boys Toilet #2 (35 sq.ft.)
- Girls Toilet #2 (35 sq.ft.)
- Storage Room #3



Building Layout and Amenities

- Lobby
- Classroom #1 (1,440 sq. ft. - 2 sinks)
- Storage #1
- Restroom #1 (64 sq. ft. - 1 sink, 1 toilet)
- Restroom #2 (64 sq. ft. - 1 sink, 1 toilet)
- Classroom #2 (1,440 sq. ft.)
- Restroom #3 (64 sq. ft. - 1 sink, 1 toilet)
- Restroom #4 (64 sq. ft. - 1 sink, 1 toilet)
- Storage #2
- Director (272 sq. ft.) and Storage #3
- Isolation
- Restroom #5 (64 sq. ft. - 1 sink, 1 toilet)
- Restroom #6 (64 sq. ft. - 1 sink, 1 toilet)
- Work Room (192 sq. ft.)
- Multipurpose Room (216 sq. ft.)
- Kitchen (240 sq. ft.) and Pantry
- Restroom #7 (64 sq. ft. - 1 sink, 1 toilet)
- Electrical Room

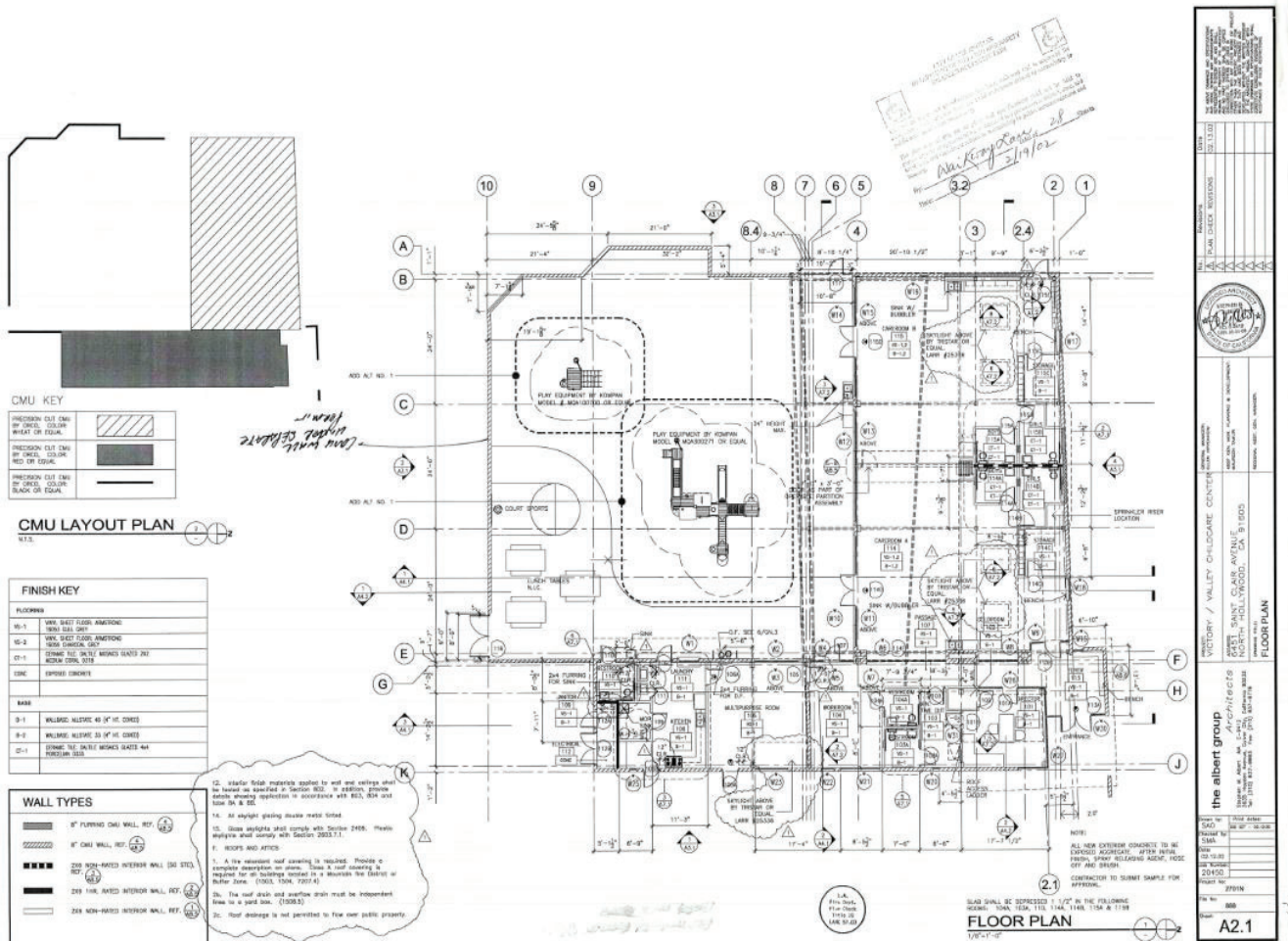


EXHIBIT B

**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSALS
PRESCHOOL: MANAGEMENT AND OPERATION OF ONE
TO EIGHT LICENSED PRESCHOOL CENTER(S)
LOCATED ON PARK PROPERTY**

PROPOSAL SUBMISSION LETTER

Proposing Entity: _____
As Registered with the California Secretary of State (<https://bizfileonline.sos.ca.gov/search/business>)

Entity Address: _____

Organization Type: _____
(Corporation, partnership, sole proprietor, etc.)

Contact Telephone Number(s): _____

Email Address(es): _____

_____	_____	_____	_____
Contact Name	Title	Authorized Signature	Date
_____	_____	_____	_____
Contact Name	Title	Authorized Signature	Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for Preschool: Management and Operation of One to Eight Licensed Preschool Center(s) Located on Park Property and the resulting contract, without exception.

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer. OR

One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **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 **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
Workers' Compensation (WC) and Employer's Liability (EL)	
☐ Waiver of Subrogation in favor of City	☐ Longshore & Harbor Workers ☐ Jones Act
	WC _____ Statutor _____ v _____ EL _____
General Liability	
☐ Products/Completed Operations ☐ Fire Legal Liability _____ ☐	☐ Sexual Misconduct _____
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
Professional Liability (Errors and Omissions)	
Discovery Period _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Flood _____ ☐ Earthquake _____	☐ Boiler and Machinery ☐ Builder's Risk ☐ _____
Pollution Liability	
☐ _____	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
Crime Insurance	
Other: _____ _____ _____ _____	

Attachment II

COMPLIANCE PACKAGE

REQUEST FOR
PROPOSALS/BIDS/QUALIFICATIONS

Los Angeles Department of Recreation and Parks
Contracts Unit
RAP-CONTRACTS@lacity.org

SECTION A

NON-COLLUSION AFFIDAVIT AND RESPONDENT'S SIGNATURE DECLARATION AND TO ACCOMPANY PROPOSALS / BIDS / SUBMISSIONS OF QUALIFICATIONS

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

- a. Sign and Notarize the Document
- b. Submit with the Response

Signatures:

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, _____
being first duly sworn, deposes and states: That the undersigned

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualification the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE
AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE
NOTARIAL SEAL**

SECTION B

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All Responses submitted in response to the RFP/RFB/RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal/bid/submission of qualification that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal/bid/submission of qualification that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification.”

Signature of person authorized to bind proposer

Date

SECTION C CONTRACTOR WORKFORCE INFORMATION (LOS ANGELES RESIDENCE INFORMATION)

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

SECTION D CHILD CARE POLICIES

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

INSTRUCTIONS:

1. Complete and sign the document in two (2) places.
2. Submit with the Response

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
 - A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)

Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

E. PAID PARENTAL LEAVE

Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS

Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

H. CHILD CARE REFERRAL SERVICES

A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. PARENTING SEMINARS

Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER

Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals/Bids/Submissions of Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals/bids/submissions of qualifications for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification being deemed unresponsive and being rejected.**

CITY OF LOS ANGELES

VENDOR CHILD CARE POLICY PROGRAM

CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the “Child Care Policy of the City of Los Angeles, XI. Vendors” as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A “stated child care policy” may include services and/or benefits for employees and their families, including infants through school- age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

	YES	NO
Part One		
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☐	☐
If YES, please attach a copy		
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	☐	☐
If YES, please check which from(s) of assistance		
Level I Assistance	☐	☐
Subsidized company child care center	☐	☐
Subsidized Network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave	☐	☐
Purchase of spaces for employees in community child care program(s) (centers or homes)	☐	☐
Level II Assistance	☐	☐
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues	☐	☐
Start-up of a self-supporting center	☐	☐
Start-up contributions to a “consortium center”	☐	☐
Level III Assistance	☐	☐
Flexible work hours	☐	☐
Flex-place/work-at-home	☐	☐
Permanent part-time/job sharing	☐	☐
Work-at-home following maternity leave	☐	☐
Unpaid parental leave	☐	☐
Donations to enhance child care programs	☐	☐
Other: (Describe) _____		

I HAVE READ AND COMPLETED:

(Signed)	(Date)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator’s Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space	
Date Filed:	Expiration Date:

SECTION E
OUT-OF-STATE BIDDERS

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: _____

If Bidder has no permit number, check box below and sign.

No Permit Number: [☐] _____

Signature: _____

Date: _____

SECTION F
INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: _____ Title: _____

Signature: _____ Date: _____

Firm's Name: _____ Phone: _____

Firm's Address:

Street, City, State, Zip

SECTION G SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the DO, any contract awarded pursuant to this RFB will be subject to the DO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Slavery Disclosure Ordinance (SDO)

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

INSTRUCTIONS:

The selected Respondent shall electronically sign and complete the Slavery Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to the award of a City contract. If the respondent is exempt from this requirement, then the DO form shall be completed and submitted with the response.

DO/DBWCO COMPLIANCE

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.ecoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, [name] am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

[company id]	[tax id]		
BAVN Company Id	EIN/TIN		
[company name]			
Company Name			
[company address]	[city]	[state]	[zip]
Street Address	City	State	Zip
[phone]	[email]		
Phone	Email		

3. The company came into existence in [year] (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.ecoe@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.ecoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.ecoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, [name], the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

[name]

[date]

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

SECTION H

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/ FIRST SOURCE HIRING ORDINANCE

Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

The selected Respondent shall electronically sign and complete the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA Bidders/Proposers do not need to submit supporting documentation with their proposal/bid/submission of qualification. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at www.rampla.org.
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: hca.eos@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 10786 EIN/TIN: _____
Company Name: J and Y Inc - ITA TEST COMPANY
Company Address: 1234 N Main St
City: Los Angeles State: AL Zip: 70012
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com
Approximate Number of Employees in the United States: 10
Approximate Number of Employees in the City of Los Angeles: 3

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jon Doe

Signature

26 July, 2016

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

SECTION I E-BIDDING COMPLIANCE DOCUMENTS

All Compliance Documents listed in the 'Compliance Document List' must be submitted via RAMP for this opportunity by the bid due date.

INSTRUCTIONS:

Refer to the link below on 'How to Successfully Submit Your Proposal on RAMP.' This step-by-step guide will assist you through the submission process, ensuring your proposal is complete, compliant, and submitted on time.

<https://www.youtube.com/watch?v=mgCUq8c4IIA>

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 should 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 required method of submitting your documents. **KwikComply** 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 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment 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.

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 **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.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 KwikComply at <https://kwikcomply.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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: Yes - \$1000000

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: \$1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions): Yes

Min. Limit: \$1000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

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

Min. Limit:

All Risk Coverage: Yes

Boiler and Machinery: No

Flood: No

Builder's Risk: No

Earthquake: No

Property Insurance Other: To cover replacement cost of building as determined by insurance company

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

**REQUEST FOR PROPOSALS
FOR THE MANAGEMENT AND OPERATION OF
UP TO EIGHT CALIFORNIA LICENSED
PRESCHOOL CENTERS**

EXHIBIT F

**SAMPLE CONTRACT FOR THE MANAGEMENT AND
OPERATION OF A CALIFORNIA
LICENSED PRESCHOOL CENTER**

NOTE: This Sample Contract will be revised to include items from the submitted proposal, approved by the City of Los Angeles as part of the proposal process and award of a contract.

**SAMPLE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
NAME OF ENTITY
FOR THE
MANAGEMENT AND OPERATION OF
A LICENSED PRESCHOOL CENTER
AT *NAME OF CENTER***

This operations and maintenance contract ("CONTRACT") is entered into as of _____, 20____, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and *Name and Description of Selected Entity* ("CONTRACTOR") for the operation and maintenance of a Licensed Childcare Center at *Name of Center*. CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through the Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as *Name of Park* ("PARK"), located at *Address of Park*, Los Angeles, California 9____; and

WHEREAS, CITY has allocated a portion of the PARK, which includes a *description/identification of Center* ("CENTER"), with a street address of *Address of Center*, Los Angeles, California 9____, for the operation and maintenance of a California licensed childcare center; and

WHEREAS, on *DATE* RAP released a Request for Proposals in order to identify a responsive and responsible licensed Preschool services provider, to operate and maintain the CENTER in a safe and sanitary condition, and provide licensed Preschool services and programs at the CENTER in accordance with RAP child care guidelines and policies; and

WHEREAS, on *DATE*, CONTRACTOR submitted a responsive proposal to operate and maintain the CENTER as requested in the RFP, which was evaluated through the RFP process resulting in RAP's determination that CONTRACTOR is qualified to operate the CENTER in the best interest of RAP and the public, and recommended that CONTRACTOR be awarded this CONTRACT; and

WHEREAS, on DATE, 20__ the BOARD approved the award of this CONTRACT to CONTRACTOR (Board Report No. XX-XXX), for the operation and maintenance of the CENTER in accordance with the terms and conditions included herein; and

WHEREAS, CONTRACTOR agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of the PARK designated for the operation of a licensed Preschool, located at Address of Park, Los Angeles, California 9.

PARK: Name of Park or Recreation Center, located at Address of Center, Los Angeles, California 9.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: The Selected Entity Name and Legal Designation

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: Name and Description of Selected Entity

EXHIBIT E - SAMPLE CONTRACT

RFP: Up to Eight Child Development and Licensed Preschool Center Draft 03-27-2025

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Department of Recreation and Parks
General Manager or Designee
221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
(213) 202-2633
Executive Office General Email?

CONTRACTOR: **Name:**
Title:
Address:
Phone Number:
E-Mail:

2.3 Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive such notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other party within ten working days of such change.

2.5 The RAP Preschool Section Staff ("RAP STAFF") and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to CENTER operations, maintenance, and administration:

CITY: RAP Child Care Section
LaShonTillie-Jones, Child Care Program Manager
5001 Obama Bl. Los Angeles, CA 90016
(310) 290-2330
lashon.tillie-jones@lacity.org

CONTRACTOR **Name and Title:**
Address:
Phone Number:
E-Mail:

2.6 The RAP representative and CONTRACTOR representative(s) identified below shall be the main contact(s) for PARTIES with regard to the administration of this CONTRACT:

EXHIBIT E - SAMPLE CONTRACT

RFP: Up to Eight Child Development and Licensed Preschool Center Draft 03-27-2025

CITY: Partnership Section
Senior Management II or Designee
221 N. Figueroa Street, Los Angeles, CA 90012
(213) 202-5600
Rap.partnerships@lacity.org

CONTRACTOR: Name and Title:
Address:
Phone Number:
E-Mail:

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five years, exercisable at the sole discretion of RAP's General Manager.

Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

Ratification. Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

SECTION 4 - CENTER DESCRIPTION, USE, AND MAINTENANCE

CENTER is located at Address of Center, Los Angeles, California 9, within the grounds of Name of Park, referred to herein as "PARK". A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of CENTER description shall include the facility layout, capacity, furnishings, and amenities.

Example (Van Ness CCC): The CENTER consists of approximately 3,500 square feet of interior area containing a Lobby, Director's Office, Main Classroom, three Storage Rooms, Conference Room, Isolation Room, Staff Room, Laundry/Kitchen/Pantry areas, Work Room, Adult Restroom, two Boys Toilet Rooms, two Girls Toilet Rooms, and Electrical Room. The CENTER is capable of being licensed by the State of California for up to __ children. The CENTER is furnished and equipped to serve children ages two through five years old, allowing for part-time and full-day child development and childcare

EXHIBIT E - SAMPLE CONTRACT

RFP: Up to Eight Child Development and Licensed Preschool Center Draft 03-27-2025

sessions. Child care services for infants and toddlers (under 2 years old) will require modifications to the CENTER's existing furnishings and amenities at the expense of CONTRACTOR, subject to advance review and approval by RAP of the proposed plans and specifications.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER. PARTIES shall agree and confirm in advance prior to the commencement of CONTRACTOR's operation of the CENTER, an inventory of such CITY owned equipment, hardware, furnishings, materials and supplies that will remain on-site at the CENTER for CONTRACTOR's use.

4.1 Parking. *(Note: this section is subject to site specific modifications which may allow for specified parking available only to the Preschool Center)* Parking is shared with PARK patrons and the public. There are no reserved or designated parking spaces at the CENTER or PARK. During the TERM of this CONTRACT and during the days and hours of CENTER operation specified herein, CONTRACTOR, its staff, and public patrons and/or guests, whether or not involved in CONTRACTOR activities at the CENTER, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER and PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, CONTRACTOR, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

4.2 Signage. No signs or banners of any kind shall be displayed by CONTRACTOR unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CONTRACTOR's expense, of any sign previously approved by RAP and installed, or caused to be installed, by CONTRACTOR.

4.3 Filming. It is the policy of the City of Los Angeles 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 the CENTER shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established between PARTIES, if possible, to ensure any such filming does not interfere with CONTRACTOR's daily operations conducted at the CENTER, unless agreed to in advance between CONTRACTOR and the Park Film Office. All fees for use of park property by film production companies, including the CENTER, 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. CONTRACTOR shall not charge any fees for film production conducted at the CENTER.

4.4 Fundraising. CONTRACTOR may hold fundraising activities at the CENTER during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from RAP and approved by the RAP STAFF listed in [Section 2.5](#) or designee, no fewer than three months prior to the scheduled activity. CONTRACTOR may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the CENTER must be used only in support of the CENTER operations and maintenance, and activities authorized under this CONTRACT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

4.5 Taxes and Possessory Interest. CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon the rights of CONTRACTOR to use the CENTER, or upon CONTRACTOR's improvements, fixtures, equipment, or other property thereon or upon CONTRACTOR's operations hereunder. In addition, by executing the CONTRACT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CONTRACTOR, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

4.6 Maintenance and Repair of CENTER. During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall maintain the CENTER in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the CENTER as described herein.

a. CONTRACTOR accepts CENTER in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the CENTER or which may otherwise arise by reason of the use of the CENTER, and releases and discharges CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CENTER, nor any appliance or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.

b. CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through CONTRACTOR personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses

as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval from the RAP General Manager are required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.

c. CONTRACTOR shall perform the following maintenance duties on a daily basis:

- i. Maintain CENTER in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon or within CENTER such that it is clearly visible to public view;
- ii. Pick up and dispose of trash and debris whether by CONTRACTOR's activity or activity of a contracted vendor;
- iii. Maintain CENTER in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines; and
- iv. CONTRACTOR shall be responsible for maintaining existing landscaping and irrigation including any necessary repairs.

d. CONTRACTOR shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain at the CENTER.

e. CONTRACTOR shall be responsible for securing CONTRACTOR's maintenance equipment and materials at the CENTER during hours of operation, and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of CONTRACTOR's personal property before, during, or after CONTRACTOR's hours of operation.

f. CONTRACTOR shall immediately repair, or cause to be repaired, any damages to the CENTER which occur during CONTRACTOR's operations and/or are a risk to public safety, or that is caused by CONTRACTOR's contractors or vendors. CONTRACTOR acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the CENTER immediately cease. To the extent that needed repairs are not made, CONTRACTOR waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

g. CONTRACTOR shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the CENTER. CONTRACTOR shall be responsible for all preventive maintenance including, but not limited to, periodic performance tasks needed to prolong the life and

efficiency of mechanical systems within the building, such as the replacement of air system filters, draining of water heaters, and the lubrication of various air conditioning and heating system components. CONTRACTOR shall provide RAP with written schedules for any required preventative maintenance work.

h. RAP shall grant utility service connections as may be necessary for CONTRACTOR's successful operation of the CENTER, provided that the granting of said connections shall be at no cost to CITY. CONTRACTOR shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees (CRRF) as noted in [Section 4.11](#) of this CONTRACT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the CENTER which may impact such utility services to the CENTER, RAP will provide CONTRACTOR with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the CENTER's operation, if advance notice to the CONTRACTOR is not possible in a timely manner.

i. CONTRACTOR shall keep and maintain the exterior walls, roof, and structural members of the CENTER in good condition and repair, at CONTRACTOR's sole cost and expense, and no cost to CITY. CONTRACTOR shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.

Major Repair. CONTRACTOR shall also be responsible for the performance of major repair and reconditioning work required within the interior of any building in the Premises. Major work is understood to mean those refurbishment and corrective tasks needed to keep the building in a safe condition and counteract the deteriorating effects of time and normal usage, such as the repair or replacement of major heating and air conditioner system components.

j. **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this CONTRACT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, at the CENTER or the improvements thereon, or any part thereof, at any time during the TERM of this CONTRACT.

City will not provide any funding in connection with CONTRACTOR's preparation to lease, or to improve, maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all necessary permits shall be the responsibility of CONTRACTOR.

k. **Repairs by CITY.** If CONTRACTOR requests CITY to provide any repairs, services or maintenance, CONTRACTOR shall pay RAP for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. RAP/CITY may require a cash deposit in advance.

l. **Emergency Repairs.** CONTRACTOR shall be allowed to perform emergency maintenance and repairs within the CENTER, as required to prevent hazardous conditions and ensure the safety of the public. CONTRACTOR shall provide notification to RAP of any such needed repairs as much in advance of such work being performed and within forty-eight hours from completion of the required work.

Alterations and Improvements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the CENTER without prior written authorization by RAP. CONTRACTOR shall provide RAP with detailed information and specifications for review and written approval by RAP/CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CONTRACTOR. **CONTRACTOR shall, at its sole cost and expense, obtain all licenses, permits and inspections necessary for any alterations or improvements of Premises. Copies of all plans, permits and licenses shall be provided to RAP. RAP makes no guarantee that the CENTER meets current building code requirements, as codes may change over time. In the event that CONTRACTOR makes alterations or improvements, the CONTRACTOR shall be responsible for all associated work necessary to bring the CENTER to conformance as a condition of the building permit.**

4.7 **Access to Center.** CONTRACTOR and any authorized third-party associated with CONTRACTOR's operation of the CENTER, including but not limited to its programming, maintenance, and other associated activities, shall abide by the terms and conditions expressed in this CONTRACT and will cooperate fully with RAP and its employees in the performance of their duties. All third-party activities at the CENTER shall be supervised by the CONTRACTOR at all times while such third-party is present, and RAP on-site staff (when applicable) shall be made aware of such third-party activities.

Authorized representatives, agents and employees of CITY shall have the right to enter the CENTER for purposes of fulfilling normal duties and performing inspections, or in response to emergencies. No advance notice by RAP to CONTRACTOR shall be required in the case of emergencies. If a governmental body with jurisdiction over the PARK or CENTER, and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the CENTER, are material threats to public safety as may be

determined by the CITY or a governmental agency, CITY may immediately suspend and/or terminate CONTRACTOR's right to conduct such activities at the CENTER, by providing written notice to CONTRACTOR of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to CONTRACTOR of the same.

a. PARTIES agree that CITY retains the right to access and use any portion of the CENTER in case of a natural disaster or emergency (earthquake, fire, etcetera), as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled CONTRACTOR activities and CITY shall not be charged a fee for such use; provided, however, that CONTRACTOR's obligation to pay to CITY the CRRF defined in [Section 4.11](#) below, shall be suspended during such time period that CITY has taken over the CENTER for the above use.

4.8 Sub-license or Lease Restriction. No sub-license or lease for space shall take effect at the CENTER unless approved in advance and in writing by RAP.

4.9 CONTRACTOR's Personal Property. CONTRACTOR is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the CENTER and its content, including any storage container(s) and related contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of CONTRACTOR's, and/or any third-party's, personal property due to theft.

4.10 Restriction on Sale of Merchandise. No merchandise shall be sold or authorized to be sold by CONTRACTOR at the CENTER without first obtaining advance written authorization from RAP.

4.11 Consideration and CRRF. The consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER shall be CONTRACTOR's provision of child development programming and licensed Preschool services for the benefit of the general public and the maintenance of the CENTER at no cost to RAP or the CITY, pursuant to the terms and conditions of this CONTRACT.

CONTRACTOR shall be responsible for the cost of utility services, solid waste disposal, and any staff related fiscal impacts to RAP. In accordance with RAP policies, CONTRACTOR shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

a. Cost Recovery Reimbursement Fees. CONTRACTOR shall pay a CRRF to RAP for costs incurred by RAP, as related to CONTRACTOR's use of the CENTER, which do not include any costs paid directly to applicable utility or service providers. The total

CRRF required under this CONTRACT is \$_____.00 per month, or \$_____.00 annually, paid in advance for Utilities, Solid Waste Disposal, and/or Staff impacts, as detailed below. Non-payment of the CRRF shall be considered a default of this CONTRACT and cause for termination.

b. Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), CONTRACTOR's pro-rata cost of electricity and water at the CENTER is \$_____.00 per month, or \$_____.00 annually, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the electricity and water, and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11(a) above.

c. Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), CONTRACTOR's pro rata monthly cost of waste disposal at the CENTER is \$_____.00 per month, or \$_____.00, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the Trash and Solid Waste Disposal CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11(a) above.

d. Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, and/or administrative services related to this CONTRACT, approved by the Board on July 19, 2012 (Report No. 12-217), CONTRACTOR shall be responsible for reimbursing RAP for administrative and other staff impact costs incurred by RAP at the CENTER (such as, custodial and common area maintenance), if applicable, is \$_____.00 per month, or \$_____.00, and shall be the responsibility of CONTRACTOR. The total CRRF above is inclusive of the Staff Impact CRRF and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 4.11(a) above.

e. Telephone and Data Lines. CONTRACTOR shall be responsible for the cost of telephone and data lines utilized within the CENTER and shall pay the applicable service provider directly.

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

Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

SECTION 5 - CITY'S PHILOSOPHY ON CHILD CARE

CITY's philosophy on child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational child development programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs. The overall experience the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a child development program and provide licensed childcare services at the CENTER year-round during days and hours specified in [Section 6.2](#) below, for a licensed capacity of insert capacity children, ages 2 years to 5 years.

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child development and licensed Preschool services shall be:

- :00 a.m. to :00 p.m., Monday through Friday, excluding City-recognized holidays.

Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; President's Day; Cesar Chavez Birthday; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous People Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.

CONTRACTOR is aware that PARK staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.

EXHIBIT E - SAMPLE CONTRACT

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CONTRACTOR shall not be allowed onto CENTER grounds during hours other than those authorized above, unless authorized by RAP's prior written approval.

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on child development and licensed childcare, as set forth above. In addition to the programs and licensed childcare services set forth in this CONTRACT, CONTRACTOR is responsible for operating and maintaining the CENTER at CONTRACTOR's sole expense and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides child development and licensed childcare services.

CONTRACTOR Shall:

- a) Establish a CENTER philosophy and program that promotes the best practices in the field of early child development and are consistent with the RAP's philosophy, as set forth in this CONTRACT.
- b) Establish and maintain child development and licensed childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- c) CONTRACTOR shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
- d) RESERVED.
- e) Punctually pay or cause to be paid all CONTRACTOR financial obligations incurred in connection with the operation and maintenance of the CENTER as set forth in this CONTRACT. CONTRACTOR shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CONTRACTOR's use of the CENTER, to the extent such claims do not arise due to any CITY action or omission.
- f) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- g) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division

12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.

h) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.

i) Correct violations of safety practices during its operation and use of the CENTER during the TERM of this CONTRACT immediately, and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit), CONTRACTOR must notify the RAP STAFF referenced in [Section 2.5](#) as soon as possible by telephone call and follow up email, but no later than twenty-four hours after CONTRACTOR has knowledge of the incident. Notice of non-serious injuries occurring at the CENTER shall be provided to RAP STAFF within seventy-two hours. CONTRACTOR shall maintain at the CENTER a record of non-serious injuries occurring on or within the CENTER or surrounding grounds, copies of which shall be provided to RAP upon receipt of a written request therefore. CONTRACTOR shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP STAFF with such information upon request.

j) CONTRACTOR shall promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CENTER. CONTRACTOR shall notify RAP STAFF specified in [Section 2.5](#) within 24 hours after a report has been made.

k) Contractor Supplies and Equipment. CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.

l) Licensing Violations. In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.
- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning twelve months after start-up of the CENTER's operation and then annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.
- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, if applicable and subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Community Care Licensing Division.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) CONTRACTOR or CENTER shall not advocate for any religion's beliefs or political affiliations, or profess any type of religious training, prayer, or political positions in its curriculum, recreational child development programs and activities, or licensed Preschool services.

6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, except during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of child development programs and licensed Preschool services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) **Background Checks.** CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified LiveScan system. CONTRACTOR's failure to do so may constitute a material breach of this CONTRACT. CONTRACTOR is solely responsible for creating and enforcing protocols ensuring all persons participating in CENTER activities comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in CENTER activities and uses described herein, including maintenance, such as certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. CONTRACTOR shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.

e) **Non-Discrimination.** CONTRACTOR shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per [Section 8](#) of this CONTRACT, RAP shall have the right to terminate this CONTRACT and to reenter and repossess the CENTER and hold the same as if said CONTRACT had never been executed.

6.7 Hiring, Training and Professional Development

b) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.

c) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written notice of intent, ten days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written notice of intent to RAP through E-mail or hard copy addressed to the RAP Primary Contact listed in [Section 2.5](#) of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT pursuant to [Section 8](#) herein.

6.10 Tuition and Fees

a) Upon commencement of this CONTRACT, the tuition and fees (if applicable) shall be set forth as [EXHIBIT B](#), attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.

b) CONTRACTOR shall not charge or impose any rates and fees in connection with the CENTER which are in excess of rates and fees that are charged by other similar organizations for participation in similar programs. At all times, CONTRACTOR shall use its best efforts to charge fees and rates for its programs and activities that are affordable and accessible for all members of the public regardless of income level. Any fees charged must be approved in writing by RAP. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged at the CENTER are affordable, accessible and reasonable for members of the public, and to determine whether continued collaboration with the CONTRACTOR under this CONTRACT is in the best interest of the CITY in connection thereto.

c) CONTRACTOR may submit a written request to RAP Staff to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD. All requests for tuition and fee increases must be submitted to RAP STAFF at least six months in advance of planned implementation.

d) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the annual operating budget, attached hereto as [EXHIBIT C](#), which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in [Section 6.17](#) of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR.
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five mile radius of the CENTER.
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section 101218.
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children.
- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five mile radius of the CENTER.
- f) A majority of children admitted must reside in the local community, within a five mile radius of the CENTER.
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served.
- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly.
- i) Two Wait Lists shall be maintained by CONTRACTOR when vacancies do not exist; one for children 2 to 3 years old, and one for children 4 to 5 years old, subject to review by RAP of annual reporting documents, as stipulated in [Section 6.17](#) of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children.
 - 2. Children of CENTER staff.
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER.
 - 4. Non-City of Los Angeles residents.

k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

a) CONTRACTOR shall develop a plan to promote the CENTER within a five-mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.

b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

a) Establishing a regular parent meeting schedule;

b) Creating and distributing a Parent Handbook;

c) Providing CENTER with support through participation in the Parent Advisory Committee;

d) Establishing a formal mechanism to track and address parent concerns; and,

e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

a) The subcontracting of child development and licensed childcare services provided to the children of the CENTER shall be strictly prohibited. All child development programming and licensed childcare services provided at the CENTER shall be provided directly by CONTRACTOR.

b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.

c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.

d) CONTRACTOR shall require all individuals, organizations, contractors, and/or vendors providing programs or services within the CENTER to agree to abide by all conditions set forth in this CONTRACT, as applicable to such programs or services.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) A hot lunch program should CONTRACTOR determine such program to be desired and feasible (*not required*).
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon with parent's advance approval, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from Contractor

CENTER benefits from the use of public facilities and as such, RAP has a fiduciary responsibility to ensure that use of such public facilities and resources are appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations that may occur off-site.

The following reports must be periodically provided by CONTRACTOR to RAP:

- a) **Proposed Annual Budget**

By **May 1st** of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st – June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

- b) **Annual Audited Statements**

By December 1st of each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st - June 30th).

- c) **Bi-Annual Reports**

Bi-Annual Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. **First Report:** Due February 1st (for prior July through December);
2. **Second Report:** Due August 1st (for January through June);
3. **The Bi-Annual Reports shall contain the following:**

- Budget to Actual Report of the actual revenues and expenses generated during the subject six-month period, with a narrative explanation of variances from the budgeted item;
- An Enrollment List by age assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time); and
- A Waiting List by age assignment (2 to 3 years old and 4 to 5 years old) that includes the date that the child was added to the waiting list, the child's name, parent's name, and anticipated future classroom assignment.

d) Incident Reports

CONTRACTOR must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The RAP reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

In the event CONTRACTOR has not experienced a licensing visit or inspection by the California Department of Social Services Community Care Licensing Division (CCLD) other than the initial pre-licensing inspection, CONTRACTOR must notify RAP and provide a copy of any report related to ANY Type-A finding of violation by CCLD.

6.18 Contractor Records

- CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- CONTRACTOR must establish and maintain separate accounts and receipts of the following: (1) Tuition and parent fee revenues, if applicable; (2) parent donation and fund-raising revenues, if applicable; and (3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER, if applicable.
- CONTRACTOR shall not commingle funds/accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by Contractor

CONTRACTOR is required to maintain communication and coordination with RAP STAFF identified in **Section 2.5** of this CONTRACT, including but not limited to providing RAP with a list of upcoming monthly events and/or schedule of activities when requested by

RAP. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) CENTER sponsored special activities and events for the upcoming month that are not already included in the calendar activities to be provided to RAP STAFF;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar of activities to be provided to RAP STAFF;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities; and
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify RAP STAFF immediately, within 48 hours.

6.20 Notice of Delays

Except as otherwise provided under this CONTRACT, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that PARTY shall, within two business days, give notice thereof, including all relevant information with respect thereto, to the other PARTY.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual performance review (“Annual Performance Reviews”) to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in [Section 8](#) of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 City’s Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR's adherence to the terms and conditions of this CONTRACT, including a review of the child development activities and licensed childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted thirty calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction at RAP's sole discretion, of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination, which shall be sixty days from RAP's written notice, determined at the sole discretion of RAP, and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in Section 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 Contractor's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless 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 costs incurred by 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 CONTRACTOR's employees, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property

of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a. General Conditions

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and incorporated herein by reference as **EXHIBIT D**. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (**EXHIBIT D**), covering its operations hereunder and subject to the following conditions:

b. Additional Insured

CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.

c. Insurance Requirements

All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.

d. Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.

e. 30-Day Notice

With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.

f. Prior Approval

Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with **Exhibit-1** of the Standard Provisions for City Contracts (Rev. 1/25 v.2 or latest version), attached hereto and incorporated hereby reference as **EXHIBIT E**.

g. Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

h. Renewal

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of **Section 9.2** of this CONTRACT must be submitted.

i. Aggregate Limits/Blanket Coverage

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR's best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

j. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR'S financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

k. Modification of Coverage

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

EXHIBIT E - SAMPLE CONTRACT

RFP: Up to Eight Child Development and Licensed Preschool Center Draft 03-27-2025

I. CONTRACTOR's Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR'S insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT under which the RAP General Manager may immediately terminate or suspend this CONTRACT or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONTRACTOR.

m. Workers' Compensation

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

The “Standard Provisions for City Contracts (Rev. 1/25)[v.2]”; (“Standard Provisions”) are incorporated herein by reference and attached hereto as [Exhibit E](#). If there is any conflicting language between the Standard Provisions and this CONTRACT, the language of this CONTRACT shall prevail. In addition, CONTRACTOR will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean CONTRACTOR.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the PARTIES to this CONTRACT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CONTRACTOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CONTRACTOR represent itself to be an agent of the CITY or any of its departments. Nothing in this CONTRACT may be construed to have authorized or vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 13 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

No ambiguity in this CONTRACT may be interpreted against any one PARTY by virtue of that PARTY being drafter of the CONTRACT. The PARTIES acknowledge that they have read and understood this CONTRACT and had the opportunity to consult with counsel of their choosing regarding this CONTRACT.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER Description and Layout
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 01/25 [v-2])

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

***THIS SAMPLE CONTRACT DOES NOT CONTAIN FINAL EXHIBITS OR A
SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT***

BRANFORD

Item name	Type	Quantity
Center Keys	Keys/Remote Controls	10
Gate Keys or Remote Controls	Keys/Remote Controls	9
Security Cameras/Monitor	Security Camera	1
Phone Lines	Communication	1
Telephones	Communication	5
Internet	Communication	1
Spectrum Internet	Communication	1
Computers	Office Equipment	3
HP Printers	Office Equipment	1
Konica Printer	Office Equipment	1
Sheds		1
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	12
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	14
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	15
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	14
18 inch Teacher Chair (Black)	Children's Furniture	2
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	3
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	2
24 x 36 Independent Table (Grey/Black)	Children's Furniture	2
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	0
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	0
Cots	Children's Furniture	50
Cubbies	Children's Furniture	0
Cabinets (Children)	Children's Furniture	0
L-Shaped Computer Desk with Hutch	Office's Furniture	2
Computer Desk	Office's Furniture	1
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	1
Between Nesting Table	Office's Furniture	2
Boat Shaped Conference Table with Metal Base	Office's Furniture	2
Rolling chairs	Office's Furniture	15
Stack Chairs	Office's Furniture	0
Lockers	Office's Furniture	0
Conference Table	Office's Furniture	1
Cabinets	Office's Furniture	0
Storage Cabinets	Office's Furniture	0
File Cabinets	Office's Furniture	0
Laminator	Office's Furniture	2
Stove	Kitchen	1
Refrigerator	Kitchen	1
Dishwasher	Kitchen	0
Washer	Laundry Room	1
Dryer	Laundry Room	1

DOWNEY

Item name	Type	Quantity
Center Keys	Keys/Remote Controls	3
Gate Keys or Remote Controls	Keys/Remote Controls	0
Security Cameras/Monitor	Security Camera	1
Phone Lines	Communication	1
Telephones	Communication	2
Internet	Communication	0
Spectrum Internet	Communication	1
Computers	Office Equipment	2
HP Printers	Office Equipment	1
Sheds		1
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	25
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	0
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	14
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	14
18 inch Teacher Chair (Black)	Children's Furniture	2
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	3
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	3
24 x 36 Independent Table (Grey/Black)	Children's Furniture	3
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	3
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	3
Cots	Children's Furniture	38
Cubbies	Children's Furniture	4
Cabinets (Children)	Children's Furniture	0
L-Shaped Computer Desk with Hutch	Office's Furniture	1
Computer Desk	Office's Furniture	2
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	0
Between Nesting Table	Office's Furniture	0
Boat Shaped Conference Table with Metal Base	Office's Furniture	0
Rolling chairs	Office's Furniture	5
Stack Chairs	Office's Furniture	2
Lockers	Office's Furniture	1
Conference Table	Office's Furniture	2
Cabinets	Office's Furniture	0
Storage Cabinets	Office's Furniture	1
File Cabinets	Office's Furniture	2
Laminator	Office's Furniture	1
Stove	Kitchen	1
Refrigerator	Kitchen	1
Dishwasher	Kitchen	0
Washer	Laundry Room	1
Dryer	Laundry Room	1

ECHO PARK

Item name	Type	Quantity
Center Keys	Keys/Remote Controls	3
Gate Keys or Remote Controls	Keys/Remote Controls	13
Security Cameras/Monitor	Security Camera	1
Phone Lines	Communication	2
Telephones	Communication	6
Internet	Communication	0
Computers	Office Equipment	2
HP Printers	Office Equipment	1
Sheds		0
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	0
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	27
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	17
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	20
18 inch Teacher Chair (Black)	Children's Furniture	3
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	6
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	0
24 x 36 Independent Table (Grey/Black)	Children's Furniture	4
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	0
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	0
Cots	Children's Furniture	54
Cubbies	Children's Furniture	53
Cabinets (Children)	Children's Furniture	12
2-Door Storage Cabinet	Office's Furniture	0
3 Drawer Filing Cabinet	Office's Furniture	0
L-Shaped Computer Desk	Office's Furniture	1
Computer Desk	Office's Furniture	2
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	2
Between Nesting Table	Office's Furniture	0
Boat Shaped Conference Table with Metal Base	Office's Furniture	0
Rolling chairs	Office's Furniture	5
Stack Chairs	Office's Furniture	16
Lockers	Office's Furniture	0
Conference Table	Office's Furniture	6
Cabinets	Office's Furniture	0
Storage Cabinets	Office's Furniture	1
File Cabinets	Office's Furniture	1
Laminator	Office's Furniture	1
Stove	Kitchen	1
Refrigerator	Kitchen	1
Dishwasher	Kitchen	0
Washer	Laundry Room	1
Dryer	Laundry Room	1

EVERGREEN

Item name	Type	Quantity	Notes
Center Keys	Keys/Remote Controls	7	
Gate Keys or Remote Controls	Keys/Remote Controls	7 (Gate Key 4E67)	
Security Cameras/Monitor	Security Camera	1	
Phone Lines	Communication	2	
Telephones	Communication	2	
Internet	Communication	0	City Internet
Computers	Office Equipment	2	
HP Printers	Office Equipment	1	
Sheds		0	
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	15	
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	18	
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	15	
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	13	
18 inch Teacher Chair (Black)	Children's Furniture	2	
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	3	
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	3	
24 x 36 Independent Table (Grey/Black)	Children's Furniture	4	
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2	
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2	
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	2	
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	2	
Cots	Children's Furniture	53	
Cubbies	Children's Furniture	27	Built in per classroom
Cabinets (Children)	Children's Furniture	0	
3 Drawer Filing Cabinet	Office's Furniture	0	
L-Shaped Computer Desk with Hutch	Office's Furniture	0	
Computer Desk	Office's Furniture	4	
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	0	
Between Nesting Table	Office's Furniture	7	
Boat Shaped Conference Table with Metal Base	Office's Furniture	0	
Rolling chairs	Office's Furniture	4	Desk Chairs

EVERGREEN

Stack Chairs	Office's Furniture	13	
Lockers	Office's Furniture	24	
Conference Table	Office's Furniture	0	
Cabinets	Office's Furniture	0	
Storage Cabinets	Office's Furniture	2	
File Cabinets	Office's Furniture	1	
Laminator	Office's Furniture	1	
Stove	Kitchen	1	
Refrigerator	Kitchen	1	
Dishwasher	Kitchen	1	Non operable
Washer	Laundry Room	1	
Dryer	Laundry Room	1	

SOUTH PARK

Item name	Type	Quantity
Center Keys	Keys/Remote Controls	19
Gate Keys or Remote Controls	Keys/Remote Controls	1
Security Cameras/Monitor	Security Camera	2
Phone Lines	Communication	1
Telephones	Communication	1
Internet	Communication	0
Computers	Office Equipment	2
HP Printers	Office Equipment	0
Sheds		0
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	12
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	28
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	24
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	0
18 inch Teacher Chair (Black)	Children's Furniture	4
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	0
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	7
24 x 36 Independent Table (Grey/Black)	Children's Furniture	4
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	13
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	0
Cots	Children's Furniture	75
Cubbies	Children's Furniture	60
Cabinets (Children)	Children's Furniture	0
3 Drawer Filing Cabinet	Office's Furniture	0
L-Shaped Computer Desk with Hutch	Office's Furniture	1
Computer Desk	Office's Furniture	4
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	3
Between Nesting Table	Office's Furniture	0
Boat Shaped Conference Table with Metal Base	Office's Furniture	0
Rolling chairs	Office's Furniture	5
Stack Chairs	Office's Furniture	0
Lockers	Office's Furniture	0
Conference Table	Office's Furniture	0
Cabinets	Office's Furniture	0
Storage Cabinets	Office's Furniture	1
File Cabinets	Office's Furniture	1
Laminator	Office's Furniture	1
Stove	Kitchen	1
Refrigerator	Kitchen	2
Dishwasher	Kitchen	0
Washer	Laundry Room	1
Dryer	Laundry Room	1

VAN NESS

Item name	Type	Quantity
Center Keys	Keys/Remote Controls	12
Gate Keys or Remote Controls	Keys/Remote Controls	0
Security Cameras/Monitor	Security Camera	6/1 monitor
Phone Lines	Communication	2
Telephones	Communication	4
Internet	Communication	0
Computers	Office Equipment	0
HP Printers	Office Equipment	1
Sheds		0
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	22
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	22
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	11
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	8
18 inch Teacher Chair (Black)	Children's Furniture	2
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	3
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	3
24 x 36 Independent Table (Grey/Black)	Children's Furniture	2
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	0
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	0
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	0
Cots	Children's Furniture	0
Cubbies	Children's Furniture	0
Cabinets (Children)	Children's Furniture	0
L-Shaped Computer Desk with Hutch	Office's Furniture	1 w/o hutch
Computer Desk	Office's Furniture	1
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	1
Between Nesting Table	Office's Furniture	9
Boat Shaped Conference Table with Metal Base	Office's Furniture	0
Rolling chairs	Office's Furniture	4
Stack Chairs	Office's Furniture	12
Lockers	Office's Furniture	24
Conference Table	Office's Furniture	0
Cabinets	Office's Furniture	0
Storage Cabinets	Office's Furniture	1
File Cabinets	Office's Furniture	1
Laminator	Office's Furniture	0
Stove	Kitchen	1
Refrigerator	Kitchen	1
Dishwasher	Kitchen	0
Washer	Laundry Room	1
Dryer	Laundry Room	1

VICTOR VALLEY

Item name	Type	Quantity
Center Keys	Keys/Remote Controls	7
Gate Keys or Remote Controls	Keys/Remote Controls	0
Security Cameras/Monitor	Security Camera	4/1
Phone Lines	Communication	1
Telephones	Communication	2
Internet	Communication	0
AT&T Internet	Communication	1
Computers	Office Equipment	3
HP Printers	Office Equipment	1
Konica	Office Equipment	1
Sheds		1
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	12
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	18
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	15
14 inch Preschool Chairs (Eclipse Gray)	Children's Furniture	14
18 inch Teacher Chair (Black)	Children's Furniture	2
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	3
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	3
24 x 36 Independent Table (Grey/Black)	Children's Furniture	4
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	0
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	0
Cots	Children's Furniture	47
Cubbies	Children's Furniture	0
Cabinets (Children)	Children's Furniture	14
L-Shaped Computer Desk with Hutch	Office's Furniture	0
Computer Desk	Office's Furniture	3
3 Mobile Pedestal (Metal Drawer)	Office's Furniture	0
Between Nesting Table	Office's Furniture	0
Boat Shaped Conference Table with Metal Base	Office's Furniture	0
Rolling chairs	Office's Furniture	9
Stack Chairs	Office's Furniture	0
Lockers	Office's Furniture	0

VICTOR VALLEY

Conference Table	Office's Furniture	3
Cabinets	Office's Furniture	0
Storage Cabinets	Office's Furniture	1
File Cabinets	Office's Furniture	3
Laminator	Office's Furniture	1
Stove	Kitchen	1
Refrigerator	Kitchen	1
Dishwasher	Kitchen	1
Washer	Laundry Room	1
Dryer	Laundry Room	1
Upright Freezer	Kitchen	1
Sign in Communication Centers	Children's Furniture	2
Black Utility Carts	Kitchen	2

BANNING

Item name	Type	Quantity
12 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	15
14 inch Preschool Chairs (Cobalt Blue)	Children's Furniture	18
14 inch Preschool Chairs (Papaya Yellow)	Children's Furniture	15
14 inch Preschool Chairs (Eclipse Grey)	Children's Furniture	14
18 inch Teacher Chair (Black)	Children's Furniture	2
30 x 72 Rectangular Adjustable Table (Maple/Cobalt Blue)	Children's Furniture	3
30 x 72 Rectangular Adjustable Table (Maple/Squash Yellow)	Children's Furniture	3
24 x 36 Independent Table (Grey/Black)	Children's Furniture	4
Kidney Adjustable Table (Grey/Black)	Children's Furniture	2
48 x 48 x 14 Book Display Stand (Natural Birch)	Children's Furniture	2
24 x 48 x 15 Storage Unit (Natural Birch)	Children's Furniture	2
30 X 48 X 15 Storage Unit (Natural Birch)	Children's Furniture	2
Refrigerator	Kitchen	1
Stove/Range	Kitchen	1
Exhaust hood		1
Microwave	Kitchen	1
Washing machine	Laundry Room	1
Dryer	Laundry Room	1



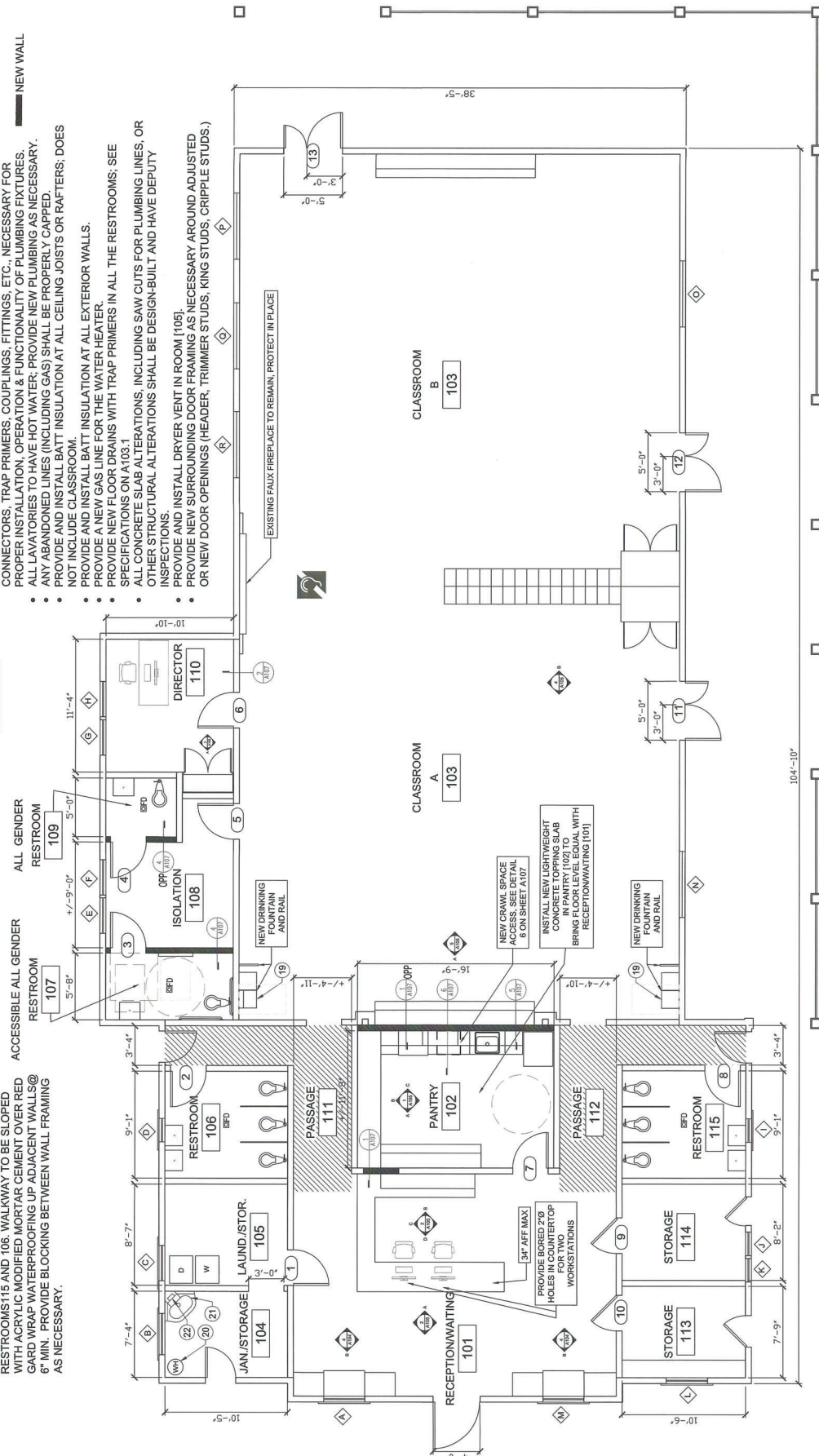
NOTES:

- PROVIDE NEW SLOPED WALKWAYS, 5% MAX. SLOPE, AT PASSAGE 111 & 112 AND CORRIDORS TO RESTROOMS 115 AND 106. WALKWAY TO BE SLOPED WITH ACRYLIC MODIFIED MORTAR CEMENT OVER RED GARD WRAP WATERPROOFING UP ADJACENT WALLS @ 6" MIN. PROVIDE BLOCKING BETWEEN WALL FRAMING AS NECESSARY

NOTES:

WHEN PROVIDED SUCH AS IN ASSEMBLY ROOMS, CLASSROOMS, CONFERENCE OR TRAINING - MEETING ROOMS AND OTHER FUNCTIONS OF SIMILAR TYPE OF FACILITY IN NATURE IS PROVIDED

- ALL PLUMBING LINES TO BE REPLACED WITH NEW AND RELOCATED PER THE PROPOSED PLAN. GC IS RESPONSIBLE FOR ALL ROUGH PLUMBING, INCLUDING CONNECTORS, TRAP PRIMERS, COUPLINGS, FITTINGS, ETC., NECESSARY FOR PROPER INSTALLATION, OPERATION & FUNCTIONALITY OF PLUMBING FIXTURES.
- ALL LAVATORIES TO HAVE HOT WATER; PROVIDE NEW PLUMBING AS NECESSARY.
- ANY ABANDONED LINES (INCLUDING GAS) SHALL BE PROPERLY CAPPED.
- PROVIDE AND INSTALL BATT INSULATION AT ALL CEILING JOISTS OR RAFTERS; DOES NOT INCLUDE CLASSROOM.
- PROVIDE AND INSTALL BATT INSULATION AT ALL EXTERIOR WALLS.
- PROVIDE A NEW GAS LINE FOR THE WATER HEATER.
- PROVIDE NEW FLOOR DRAINS WITH TRAP PRIMERS IN ALL THE RESTROOMS; SEE SPECIFICATIONS ON A103.1
- ALL CONCRETE SLAB ALTERATIONS, INCLUDING SAW CUTS FOR PLUMBING LINES, OR ANY OTHER STRUCTURAL ALTERATIONS SHALL BE DESIGN-BUILT AND HAVE DEPUTY INSPECTIONS.
- PROVIDE AND INSTALL DRYER VENT IN ROOM [105].
- PROVIDE NEW SURROUNDING DOOR FRAMING AS NECESSARY AROUND ADJUSTED OR NEW DOOR OPENINGS (HEADER, TRIMMER STUDS, KING STUDS, CRIPPLE STUDS.)

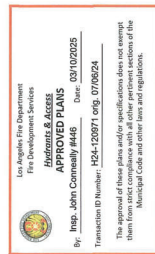
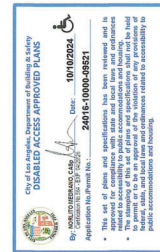


TRUE NORTH



1 PROPOSED FLOOR PLAN

Scale: 1/4" = 1'-0"



CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

REQUEST FOR PROPOSALS FOR

**MANAGEMENT AND OPERATION OF ONE TO EIGHT LICENSED
PRESCHOOL CENTER(S) LOCATED ON PARK PROPERTY**

June 30, 2025

Amendment I

1. The following portions of text are hereby entered into the RFP document to update the Site Visit schedule for Banning, as that visit will be held entirely online through Zoom, including the following deletion in ~~strikethrough~~ and addition of the Zoom link and virtual meeting time, as follows:

MANDATORY SITE VISITS

The proposer's representative(s) must attend the mandatory site visit meeting and complete the sign-in procedure at the facility they wish to submit a responsive proposal for, at the following dates and times.

Center	Session	Date	Time
Banning	Session A	Monday, July 21, 2025	10:00 AM - 11:00 AM
Banning	Session B	Monday, July 21, 2025	11:00 AM - 12:00 PM

Virtual Meeting for Banning

Center	Zoom Link	Date	Time
Banning	https://us02web.zoom.us/j/9586218654	Monday, July 21, 2025	3:00 PM - 4:00 PM

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

REQUEST FOR PROPOSALS FOR

**MANAGEMENT AND OPERATION OF ONE TO EIGHT LICENSED
PRESCHOOL CENTER(S) LOCATED ON PARK PROPERTY**

August 14, 2025

Amendment II

1. The following portions of text are hereby entered into the RFP document to update the **Sample Contract for the Management and Operation of a Child Development Licensed Preschool Center**, as listed on Page 25, X. List of Attachments, of the RFP and everywhere in the document that a reference to the Sample Contract is made, as follows, in **red**:

X. LIST OF ATTACHMENTS

- A. Center(s) Site Descriptions.
- B. Proposal Submission Letter.
- C. Standard Provisions for City Contracts (Rev. 1/25 [V.2]).
- D. Compliance Documents Packet.
- E. Form 146 Insurance Requirements.
- F. **Revised** Sample Contract for the Management and Operation of a Child Development Licensed Preschool Center.

The revised sample contract has also been uploaded onto RAMP.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

REQUEST FOR PROPOSALS FOR

**MANAGEMENT AND OPERATION OF ONE TO EIGHT LICENSED
PRESCHOOL CENTER(S) LOCATED ON PARK PROPERTY**

August 28, 2025

Amendment III

1. The following text is hereby entered into the document titled “**RAP Preschool RFP**”, to enter the **ALTERNATE NON-MANDATORY PREQUALIFICATION MEETING** information, as follows:

ALTERNATE MANDATORY PRE- QUALIFICATION MEETING:

An alternate mandatory pre-qualification meeting will be conducted at **10:00 a.m. on September 3, 2025** via Zoom at the following link:

<https://us02web.zoom.us/j/9586218654>

Or telephonically at +1 (669) 900-6833

**ATTACHMENT 10****Fwd: Fw: RFP One To Eight Licensed Preschool Center(s) Located On Park Property**

Rap Commissioners <rap.commissioners@lacity.org>
 To: RAP Contracts Team <rap-contracts@lacity.org>
 Cc: Takisha McFarland <takisha.sardin@lacity.org>

Wed, Sep 10, 2025 at 12:30 PM

Good afternoon,

Please see email received below. Thank you.

----- Forwarded message -----

From: **Kidz Korner International Children's Center** <kidzkornerchildrenscenter@gmail.com>
 Date: Wed, Sep 10, 2025 at 11:57 AM
 Subject: Fw: RFP One To Eight Licensed Preschool Center(s) Located On Park Property
 To: rap.commissioners@lacity.org <rap.commissioners@lacity.org>

From: Kidz Korner International Children's Center <kidzkornerchildrenscenter@gmail.com>
Sent: Wednesday, September 10, 2025 6:53 PM
To: rap-commissioners@lacity.org <rap-commissioners@lacity.org>
Subject: RFP One To Eight Licensed Preschool Center(s) Located On Park Property

Board of Recreation and Park Commissioners
 Attention: Board Secretary

FROM:
 Kidz Korner Children's Center

REG: Proposal Submitted via Dropbox

This is the statement we believed to have followed: "...The preferred method of submission is for responses to be submitted via Dropbox. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link. For submissions using Dropbox, the maximum submission size is 2 GB. Please indicate your company name in the title of the filename of your submission.:

We have been terminated from RFP for Management And Operation Of One To Eight Licensed Preschool Center(s) Located On Park Property. The proposal was submitted to Dropbox as instructed. Contract Coordinator acknowledges full participation in all required meetings and RFP received in Dropbox. However, RAP Contract Coordinator refused to open the file because it was in Kidz Korner Children's Center Dropbox. Having a Dropbox for company use the assumption was the link was provided as an easy access to Dropbox and not an exclusively created by City of LA Dropbox. The packet was linked to rap-contracts@lacity.org to receive the information. It was not a link as we believe the access was once into Dropbox the content was visible, and submitted for approval. Submission into Dropbox I believe as instructed merits a forward review and evaluation. To dismiss the entire packet which includes Executive RFP & Eight RFP's, Financial Statements, etc. The Eight Individual Preschool RFP's total 168 pages, this number does not include 8 Financial Pro-Forma, Bank Statements, References, etc., the packet was massive. We had to PDF the documents, SCAN then upload into Dropbox. A hard copy would have been much easier but it was not

allowed. Submission by email was frightening due to the massive size of the RFP. Email required more than one file with instructions to "note as part of a series how many in number total...."

I'm asking that the RFP into Dropbox be reinstated as it was submitted and qualified for the evaluation to receive up to 100 points and then forward to the final stage for award consideration. I'm not being dismissive of the protocol just a consideration due to the information submitted. We had so many papers to turn in and proud of the accomplishments. When settled we realized some mistakes and became hopeful for the chance to compete. It was never a consideration less than 24 hrs latter to be terminated without an apprais process.

Respectfully,
Keyla Bell
Kidz Korner Children's Center.

kidzkornerchildrenscenter@gmail.com

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City of Los Angeles
Office of the Board of Recreation and Park Commissioners
Figueroa Plaza
[221 North Figueroa Street, Suite 300](#)
[Los Angeles, CA 90012](#)

Telephone: (213) 202-2640
Fax: (213) 202-2610
Mail Stop: 625/15
Website: www.laparks.org

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RAP Contracts



Kidz Korner International Children's Center shared "KidzKorner" with you

'Kidz Korner International Children's Center (via Dropbox)' via RAP Contracts <rap-

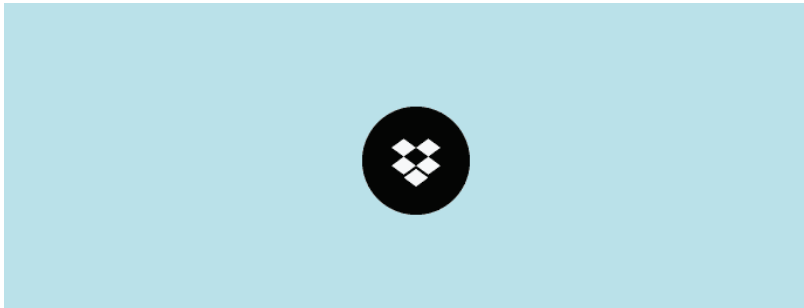
contracts@lacity.org>

Reply-To: kidzkornerchildrenscenter@gmail.com

To: rap-contracts@lacity.org

Tue, Sep 9, 2025 at 1:02

PM



Kidz Korner International Children's Center
(kidzkornerchildrenscenter@gmail.com) invited
you to view the folder "**KidzKorner**" on Dropbox.

Add to Dropbox

Do more with your files—get the desktop and mobile apps.



Dropbox for Mobile



Dropbox for Desktop

Is there an issue? [Report to Dropbox](#)

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RAP Contracts

Children's Collective
Exhibit B -2

Family Monthly Fee Schedule

California Department of Education – Effective: July 1, 2025

State enrollment cutoff = 100 percent (%) of 2023 State Median Income (SMI) from California (CA) Department of Finance (DOF)

Family Fee Schedule

Rows 9 to 34 are the family fees for families with incomes from 75% to 100% of the SMI.

Rows 35 to 49, highlighted below in light yellow, are the family fees for families with incomes no more than 15% above 100% of the SMI.

Rows 50 to 434, highlighted below in blue, are the family fees for families with incomes above 115% of SMI enrolling through other provisions.

Monthly Part-time Fee	Monthly Full-time Fee	Percent of State Median Income	Family Size 1 or 2	Family Size 3	Family Size 4	Family Size 5	Family Size 6	Family Size 7	Family Size 8 or more
\$30.25	\$60.50	\$75.00	\$6,053.38	\$6,869.00	\$7,958.63	\$9,232.00	\$10,505.38	\$10,744.13	\$10,982.88
\$30.65	\$61.30	\$76.00	\$6,134.09	\$6,960.59	\$8,064.74	\$9,355.09	\$10,645.45	\$10,887.38	\$11,129.31
\$31.05	\$62.10	\$77.00	\$6,214.80	\$7,052.17	\$8,170.86	\$9,478.19	\$10,785.52	\$11,030.64	\$11,275.75
\$31.45	\$62.90	\$78.00	\$6,295.51	\$7,143.76	\$8,276.97	\$9,601.28	\$10,925.59	\$11,173.89	\$11,422.19
\$31.85	\$63.70	\$79.00	\$6,376.22	\$7,235.35	\$8,383.09	\$9,724.37	\$11,065.66	\$11,317.15	\$11,568.63
\$32.25	\$64.50	\$80.00	\$6,456.93	\$7,326.93	\$8,489.20	\$9,847.47	\$11,205.73	\$11,460.40	\$11,715.07
\$32.65	\$65.30	\$81.00	\$6,537.65	\$7,418.52	\$8,595.32	\$9,970.56	\$11,345.81	\$11,603.66	\$11,861.51
\$33.05	\$66.10	\$82.00	\$6,618.36	\$7,510.11	\$8,701.43	\$10,093.65	\$11,485.88	\$11,746.91	\$12,007.94
\$33.45	\$66.90	\$83.00	\$6,699.07	\$7,601.69	\$8,807.55	\$10,216.75	\$11,625.95	\$11,890.17	\$12,154.38
\$33.85	\$67.70	\$84.00	\$6,779.78	\$7,693.28	\$8,913.66	\$10,339.84	\$11,766.02	\$12,033.42	\$12,300.82
\$34.30	\$68.60	\$85.00	\$6,860.49	\$7,784.87	\$9,019.78	\$10,462.93	\$11,906.09	\$12,176.68	\$12,447.26
\$34.70	\$69.40	\$86.00	\$6,941.20	\$7,876.45	\$9,125.89	\$10,586.03	\$12,046.16	\$12,319.93	\$12,593.70
\$35.10	\$70.20	\$87.00	\$7,021.92	\$7,968.04	\$9,232.01	\$10,709.12	\$12,186.24	\$12,463.19	\$12,740.14
\$35.50	\$71.00	\$88.00	\$7,102.63	\$8,059.63	\$9,338.12	\$10,832.21	\$12,326.31	\$12,606.44	\$12,886.57
\$35.90	\$71.80	\$89.00	\$7,183.34	\$8,151.21	\$9,444.24	\$10,955.31	\$12,466.38	\$12,749.70	\$13,033.01
\$36.30	\$72.60	\$90.00	\$7,264.05	\$8,242.80	\$9,550.35	\$11,078.40	\$12,606.45	\$12,892.95	\$13,179.45
\$36.70	\$73.40	\$91.00	\$7,344.76	\$8,334.39	\$9,656.47	\$11,201.49	\$12,746.52	\$13,036.21	\$13,325.89
\$37.10	\$74.20	\$92.00	\$7,425.47	\$8,425.97	\$9,762.58	\$11,324.59	\$12,886.59	\$13,179.46	\$13,472.33
\$37.50	\$75.00	\$93.00	\$7,506.19	\$8,517.56	\$9,868.70	\$11,447.68	\$13,026.67	\$13,322.72	\$13,618.77
\$37.90	\$75.80	\$94.00	\$7,586.90	\$8,609.15	\$9,974.81	\$11,570.77	\$13,166.74	\$13,465.97	\$13,765.20
\$38.30	\$76.60	\$95.00	\$7,667.61	\$8,700.73	\$10,080.93	\$11,693.87	\$13,306.81	\$13,609.23	\$13,911.64
\$38.70	\$77.40	\$96.00	\$7,748.32	\$8,792.32	\$10,187.04	\$11,816.96	\$13,446.88	\$13,752.48	\$14,058.08
\$39.10	\$78.20	\$97.00	\$7,829.03	\$8,883.91	\$10,293.16	\$11,940.05	\$13,586.95	\$13,895.74	\$14,204.52
\$39.50	\$79.00	\$98.00	\$7,909.74	\$8,975.49	\$10,399.27	\$12,063.15	\$13,727.02	\$14,038.99	\$14,350.96
\$39.95	\$79.90	\$99.00	\$7,990.46	\$9,067.08	\$10,505.39	\$12,186.24	\$13,867.10	\$14,182.25	\$14,497.40
\$40.35	\$80.70	\$100.00	\$8,071.17	\$9,158.67	\$10,611.50	\$12,309.33	\$14,007.17	\$14,325.50	\$14,643.83
\$40.75	\$81.50	\$101.00	\$8,151.88	\$9,250.25	\$10,717.62	\$12,432.43	\$14,147.24	\$14,468.76	\$14,790.27
\$41.15	\$82.30	\$102.00	\$8,232.59	\$9,341.84	\$10,823.73	\$12,555.52	\$14,287.31	\$14,612.01	\$14,936.71
\$41.55	\$83.10	\$103.00	\$8,313.30	\$9,433.43	\$10,929.85	\$12,678.61	\$14,427.38	\$14,755.27	\$15,083.15

\$41.95	\$83.90	\$104.00	\$8,394.01	\$9,525.01	\$11,035.96	\$12,801.71	\$14,567.45	\$14,898.52	\$15,229.59
\$42.35	\$84.70	\$105.00	\$8,474.73	\$9,616.60	\$11,142.08	\$12,924.80	\$14,707.53	\$15,041.78	\$15,376.03
\$42.75	\$85.50	\$106.00	\$8,555.44	\$9,708.19	\$11,248.19	\$13,047.89	\$14,847.60	\$15,185.03	\$15,522.46
\$43.15	\$86.30	\$107.00	\$8,636.15	\$9,799.77	\$11,354.31	\$13,170.99	\$14,987.67	\$15,328.29	\$15,668.90
\$43.55	\$87.10	\$108.00	\$8,716.86	\$9,891.36	\$11,460.42	\$13,294.08	\$15,127.74	\$15,471.54	\$15,815.34
\$43.95	\$87.90	\$109.00	\$8,797.57	\$9,982.95	\$11,566.54	\$13,417.17	\$15,267.81	\$15,614.80	\$15,961.78
\$44.35	\$88.70	\$110.00	\$8,878.28	\$10,074.53	\$11,672.65	\$13,540.27	\$15,407.88	\$15,758.05	\$16,108.22
\$44.75	\$89.50	\$111.00	\$8,959.00	\$10,166.12	\$11,778.77	\$13,663.36	\$15,547.96	\$15,901.31	\$16,254.66
\$45.15	\$90.30	\$112.00	\$9,039.71	\$10,257.71	\$11,884.88	\$13,786.45	\$15,688.03	\$16,044.56	\$16,401.09
\$45.60	\$91.20	\$113.00	\$9,120.42	\$10,349.29	\$11,991.00	\$13,909.55	\$15,828.10	\$16,187.82	\$16,547.53
\$46.00	\$92.00	\$114.00	\$9,201.13	\$10,440.88	\$12,097.11	\$14,032.64	\$15,968.17	\$16,331.07	\$16,693.97
\$46.40	\$92.80	\$115.00	\$9,281.84	\$10,532.47	\$12,203.23	\$14,155.73	\$16,108.24	\$16,474.33	\$16,840.41
\$46.80	\$93.60	\$116.00	\$9,362.55	\$10,624.05	\$12,309.34	\$14,278.83	\$16,248.31	\$16,617.58	\$16,986.85
\$47.20	\$94.40	\$117.00	\$9,443.27	\$10,715.64	\$12,415.46	\$14,401.92	\$16,388.39	\$16,760.84	\$17,133.29
\$47.60	\$95.20	\$118.00	\$9,523.98	\$10,807.23	\$12,521.57	\$14,525.01	\$16,528.46	\$16,904.09	\$17,279.72
\$48.00	\$96.00	\$119.00	\$9,604.69	\$10,898.81	\$12,627.69	\$14,648.11	\$16,668.53	\$17,047.35	\$17,426.16
\$48.40	\$96.80	\$120.00	\$9,685.40	\$10,990.40	\$12,733.80	\$14,771.20	\$16,808.60	\$17,190.60	\$17,572.60
\$48.80	\$97.60	\$121.00	\$9,766.11	\$11,081.99	\$12,839.92	\$14,894.29	\$16,948.67	\$17,333.86	\$17,719.04
\$49.20	\$98.40	\$122.00	\$9,846.82	\$11,173.57	\$12,946.03	\$15,017.39	\$17,088.74	\$17,477.11	\$17,865.48
\$49.60	\$99.20	\$123.00	\$9,927.54	\$11,265.16	\$13,052.15	\$15,140.48	\$17,228.82	\$17,620.37	\$18,011.92
\$50.00	\$100.00	\$124.00	\$10,008.25	\$11,356.75	\$13,158.26	\$15,263.57	\$17,368.89	\$17,763.62	\$18,158.35
\$50.40	\$100.80	\$125.00	\$10,088.96	\$11,448.33	\$13,264.38	\$15,386.67	\$17,508.96	\$17,906.88	\$18,304.79
\$50.80	\$101.60	\$126.00	\$10,169.67	\$11,539.92	\$13,370.49	\$15,509.76	\$17,649.03	\$18,050.13	\$18,451.23
\$51.25	\$102.50	\$127.00	\$10,250.38	\$11,631.51	\$13,476.61	\$15,632.85	\$17,789.10	\$18,193.39	\$18,597.67
\$51.65	\$103.30	\$128.00	\$10,331.09	\$11,723.09	\$13,582.72	\$15,755.95	\$17,929.17	\$18,336.64	\$18,744.11
\$52.05	\$104.10	\$129.00	\$10,411.81	\$11,814.68	\$13,688.84	\$15,879.04	\$18,069.25	\$18,479.90	\$18,890.55
\$52.45	\$104.90	\$130.00	\$10,492.52	\$11,906.27	\$13,794.95	\$16,002.13	\$18,209.32	\$18,623.15	\$19,036.98
\$52.85	\$105.70	\$131.00	\$10,573.23	\$11,997.85	\$13,901.07	\$16,125.23	\$18,349.39	\$18,766.41	\$19,183.42
\$53.25	\$106.50	\$132.00	\$10,653.94	\$12,089.44	\$14,007.18	\$16,248.32	\$18,489.46	\$18,909.66	\$19,329.86
\$53.65	\$107.30	\$133.00	\$10,734.65	\$12,181.03	\$14,113.30	\$16,371.41	\$18,629.53	\$19,052.92	\$19,476.30
\$54.05	\$108.10	\$134.00	\$10,815.36	\$12,272.61	\$14,219.41	\$16,494.51	\$18,769.60	\$19,196.17	\$19,622.74
\$54.45	\$108.90	\$135.00	\$10,896.08	\$12,364.20	\$14,325.53	\$16,617.60	\$18,909.68	\$19,339.43	\$19,769.18
\$54.85	\$109.70	\$136.00	\$10,976.79	\$12,455.79	\$14,431.64	\$16,740.69	\$19,049.75	\$19,482.68	\$19,915.61
\$55.25	\$110.50	\$137.00	\$11,057.50	\$12,547.37	\$14,537.76	\$16,863.79	\$19,189.82	\$19,625.94	\$20,062.05
\$55.65	\$111.30	\$138.00	\$11,138.21	\$12,638.96	\$14,643.87	\$16,986.88	\$19,329.89	\$19,769.19	\$20,208.49
\$56.05	\$112.10	\$139.00	\$11,218.92	\$12,730.55	\$14,749.99	\$17,109.97	\$19,469.96	\$19,912.45	\$20,354.93
\$56.45	\$112.90	\$140.00	\$11,299.63	\$12,822.13	\$14,856.10	\$17,233.07	\$19,610.03	\$20,055.70	\$20,501.37
\$56.90	\$113.80	\$141.00	\$11,380.35	\$12,913.72	\$14,962.22	\$17,356.16	\$19,750.11	\$20,198.96	\$20,647.81
\$57.30	\$114.60	\$142.00	\$11,461.06	\$13,005.31	\$15,068.33	\$17,479.25	\$19,890.18	\$20,342.21	\$20,794.24
\$57.70	\$115.40	\$143.00	\$11,541.77	\$13,096.89	\$15,174.45	\$17,602.35	\$20,030.25	\$20,485.47	\$20,940.68
\$58.10	\$116.20	\$144.00	\$11,622.48	\$13,188.48	\$15,280.56	\$17,725.44	\$20,170.32	\$20,628.72	\$21,087.12
\$58.50	\$117.00	\$145.00	\$11,703.19	\$13,280.07	\$15,386.68	\$17,848.53	\$20,310.39	\$20,771.98	\$21,233.56
\$58.90	\$117.80	\$146.00	\$11,783.90	\$13,371.65	\$15,492.79	\$17,971.63	\$20,450.46	\$20,915.23	\$21,380.00
\$59.30	\$118.60	\$147.00	\$11,864.62	\$13,463.24	\$15,598.91	\$18,094.72	\$20,590.54	\$21,058.49	\$21,526.44
\$59.70	\$119.40	\$148.00	\$11,945.33	\$13,554.83	\$15,705.02	\$18,217.81	\$20,730.61	\$21,201.74	\$21,672.87

\$60.10	\$120.20	\$149.00	\$12,026.04	\$13,646.41	\$15,811.14	\$18,340.91	\$20,870.68	\$21,345.00	\$21,819.31
\$60.50	\$121.00	\$150.00	\$12,106.75	\$13,738.00	\$15,917.25	\$18,464.00	\$21,010.75	\$21,488.25	\$21,965.75
\$60.90	\$121.80	\$151.00	\$12,187.46	\$13,829.59	\$16,023.37	\$18,587.09	\$21,150.82	\$21,631.51	\$22,112.19
\$61.30	\$122.60	\$152.00	\$12,268.17	\$13,921.17	\$16,129.48	\$18,710.19	\$21,290.89	\$21,774.76	\$22,258.63
\$61.70	\$123.40	\$153.00	\$12,348.89	\$14,012.76	\$16,235.60	\$18,833.28	\$21,430.97	\$21,918.02	\$22,405.07
\$62.10	\$124.20	\$154.00	\$12,429.60	\$14,104.35	\$16,341.71	\$18,956.37	\$21,571.04	\$22,061.27	\$22,551.50
\$62.55	\$125.10	\$155.00	\$12,510.31	\$14,195.93	\$16,447.83	\$19,079.47	\$21,711.11	\$22,204.53	\$22,697.94
\$62.95	\$125.90	\$156.00	\$12,591.02	\$14,287.52	\$16,553.94	\$19,202.56	\$21,851.18	\$22,347.78	\$22,844.38
\$63.35	\$126.70	\$157.00	\$12,671.73	\$14,379.11	\$16,660.06	\$19,325.65	\$21,991.25	\$22,491.04	\$22,990.82
\$63.75	\$127.50	\$158.00	\$12,752.44	\$14,470.69	\$16,766.17	\$19,448.75	\$22,131.32	\$22,634.29	\$23,137.26
\$64.15	\$128.30	\$159.00	\$12,833.16	\$14,562.28	\$16,872.29	\$19,571.84	\$22,271.40	\$22,777.55	\$23,283.70
\$64.55	\$129.10	\$160.00	\$12,913.87	\$14,653.87	\$16,978.40	\$19,694.93	\$22,411.47	\$22,920.80	\$23,430.13
\$64.95	\$129.90	\$161.00	\$12,994.58	\$14,745.45	\$17,084.52	\$19,818.03	\$22,551.54	\$23,064.06	\$23,576.57
\$65.35	\$130.70	\$162.00	\$13,075.29	\$14,837.04	\$17,190.63	\$19,941.12	\$22,691.61	\$23,207.31	\$23,723.01
\$65.75	\$131.50	\$163.00	\$13,156.00	\$14,928.63	\$17,296.75	\$20,064.21	\$22,831.68	\$23,350.57	\$23,869.45
\$66.15	\$132.30	\$164.00	\$13,236.71	\$15,020.21	\$17,402.86	\$20,187.31	\$22,971.75	\$23,493.82	\$24,015.89
\$66.55	\$133.10	\$165.00	\$13,317.43	\$15,111.80	\$17,508.98	\$20,310.40	\$23,111.83	\$23,637.08	\$24,162.33
\$66.95	\$133.90	\$166.00	\$13,398.14	\$15,203.39	\$17,615.09	\$20,433.49	\$23,251.90	\$23,780.33	\$24,308.76
\$67.35	\$134.70	\$167.00	\$13,478.85	\$15,294.97	\$17,721.21	\$20,556.59	\$23,391.97	\$23,923.59	\$24,455.20
\$67.75	\$135.50	\$168.00	\$13,559.56	\$15,386.56	\$17,827.32	\$20,679.68	\$23,532.04	\$24,066.84	\$24,601.64
\$68.20	\$136.40	\$169.00	\$13,640.27	\$15,478.15	\$17,933.44	\$20,802.77	\$23,672.11	\$24,210.10	\$24,748.08
\$68.60	\$137.20	\$170.00	\$13,720.98	\$15,569.73	\$18,039.55	\$20,925.87	\$23,812.18	\$24,353.35	\$24,894.52
\$69.00	\$138.00	\$171.00	\$13,801.70	\$15,661.32	\$18,145.67	\$21,048.96	\$23,952.26	\$24,496.61	\$25,040.96
\$69.40	\$138.80	\$172.00	\$13,882.41	\$15,752.91	\$18,251.78	\$21,172.05	\$24,092.33	\$24,639.86	\$25,187.39
\$69.80	\$139.60	\$173.00	\$13,963.12	\$15,844.49	\$18,357.90	\$21,295.15	\$24,232.40	\$24,783.12	\$25,333.83
\$70.20	\$140.40	\$174.00	\$14,043.83	\$15,936.08	\$18,464.01	\$21,418.24	\$24,372.47	\$24,926.37	\$25,480.27
\$70.60	\$141.20	\$175.00	\$14,124.54	\$16,027.67	\$18,570.13	\$21,541.33	\$24,512.54	\$25,069.63	\$25,626.71
\$71.00	\$142.00	\$176.00	\$14,205.25	\$16,119.25	\$18,676.24	\$21,664.43	\$24,652.61	\$25,212.88	\$25,773.15
\$71.40	\$142.80	\$177.00	\$14,285.97	\$16,210.84	\$18,782.36	\$21,787.52	\$24,792.69	\$25,356.14	\$25,919.59
\$71.80	\$143.60	\$178.00	\$14,366.68	\$16,302.43	\$18,888.47	\$21,910.61	\$24,932.76	\$25,499.39	\$26,066.02
\$72.20	\$144.40	\$179.00	\$14,447.39	\$16,394.01	\$18,994.59	\$22,033.71	\$25,072.83	\$25,642.65	\$26,212.46
\$72.60	\$145.20	\$180.00	\$14,528.10	\$16,485.60	\$19,100.70	\$22,156.80	\$25,212.90	\$25,785.90	\$26,358.90
\$73.00	\$146.00	\$181.00	\$14,608.81	\$16,577.19	\$19,206.82	\$22,279.89	\$25,352.97	\$25,929.16	\$26,505.34
\$73.40	\$146.80	\$182.00	\$14,689.52	\$16,668.77	\$19,312.93	\$22,402.99	\$25,493.04	\$26,072.41	\$26,651.78
\$73.85	\$147.70	\$183.00	\$14,770.24	\$16,760.36	\$19,419.05	\$22,526.08	\$25,633.12	\$26,215.67	\$26,798.22
\$74.25	\$148.50	\$184.00	\$14,850.95	\$16,851.95	\$19,525.16	\$22,649.17	\$25,773.19	\$26,358.92	\$26,944.65
\$74.65	\$149.30	\$185.00	\$14,931.66	\$16,943.53	\$19,631.28	\$22,772.27	\$25,913.26	\$26,502.18	\$27,091.09
\$75.05	\$150.10	\$186.00	\$15,012.37	\$17,035.12	\$19,737.39	\$22,895.36	\$26,053.33	\$26,645.43	\$27,237.53
\$75.45	\$150.90	\$187.00	\$15,093.08	\$17,126.71	\$19,843.51	\$23,018.45	\$26,193.40	\$26,788.69	\$27,383.97
\$75.85	\$151.70	\$188.00	\$15,173.79	\$17,218.29	\$19,949.62	\$23,141.55	\$26,333.47	\$26,931.94	\$27,530.41
\$76.25	\$152.50	\$189.00	\$15,254.51	\$17,309.88	\$20,055.74	\$23,264.64	\$26,473.55	\$27,075.20	\$27,676.85
\$76.65	\$153.30	\$190.00	\$15,335.22	\$17,401.47	\$20,161.85	\$23,387.73	\$26,613.62	\$27,218.45	\$27,823.28
\$77.05	\$154.10	\$191.00	\$15,415.93	\$17,493.05	\$20,267.97	\$23,510.83	\$26,753.69	\$27,361.71	\$27,969.72
\$77.45	\$154.90	\$192.00	\$15,496.64	\$17,584.64	\$20,374.08	\$23,633.92	\$26,893.76	\$27,504.96	\$28,116.16
\$77.85	\$155.70	\$193.00	\$15,577.35	\$17,676.23	\$20,480.20	\$23,757.01	\$27,033.83	\$27,648.22	\$28,262.60

\$78.25	\$156.50	\$194.00	\$15,658.06	\$17,767.81	\$20,586.31	\$23,880.11	\$27,173.90	\$27,791.47	\$28,409.04
\$78.65	\$157.30	\$195.00	\$15,738.78	\$17,859.40	\$20,692.43	\$24,003.20	\$27,313.98	\$27,934.73	\$28,555.48
\$79.05	\$158.10	\$196.00	\$15,819.49	\$17,950.99	\$20,798.54	\$24,126.29	\$27,454.05	\$28,077.98	\$28,701.91
\$79.50	\$159.00	\$197.00	\$15,900.20	\$18,042.57	\$20,904.66	\$24,249.39	\$27,594.12	\$28,221.24	\$28,848.35
\$79.90	\$159.80	\$198.00	\$15,980.91	\$18,134.16	\$21,010.77	\$24,372.48	\$27,734.19	\$28,364.49	\$28,994.79
\$80.30	\$160.60	\$199.00	\$16,061.62	\$18,225.75	\$21,116.89	\$24,495.57	\$27,874.26	\$28,507.75	\$29,141.23
\$80.70	\$161.40	\$200.00	\$16,142.33	\$18,317.33	\$21,223.00	\$24,618.67	\$28,014.33	\$28,651.00	\$29,287.67
\$81.10	\$162.20	\$201.00	\$16,223.05	\$18,408.92	\$21,329.12	\$24,741.76	\$28,154.41	\$28,794.26	\$29,434.11
\$81.50	\$163.00	\$202.00	\$16,303.76	\$18,500.51	\$21,435.23	\$24,864.85	\$28,294.48	\$28,937.51	\$29,580.54
\$81.90	\$163.80	\$203.00	\$16,384.47	\$18,592.09	\$21,541.35	\$24,987.95	\$28,434.55	\$29,080.77	\$29,726.98
\$82.30	\$164.60	\$204.00	\$16,465.18	\$18,683.68	\$21,647.46	\$25,111.04	\$28,574.62	\$29,224.02	\$29,873.42
\$82.70	\$165.40	\$205.00	\$16,545.89	\$18,775.27	\$21,753.58	\$25,234.13	\$28,714.69	\$29,367.28	\$30,019.86
\$83.10	\$166.20	\$206.00	\$16,626.60	\$18,866.85	\$21,859.69	\$25,357.23	\$28,854.76	\$29,510.53	\$30,166.30
\$83.50	\$167.00	\$207.00	\$16,707.32	\$18,958.44	\$21,965.81	\$25,480.32	\$28,994.84	\$29,653.79	\$30,312.74
\$83.90	\$167.80	\$208.00	\$16,788.03	\$19,050.03	\$22,071.92	\$25,603.41	\$29,134.91	\$29,797.04	\$30,459.17
\$84.30	\$168.60	\$209.00	\$16,868.74	\$19,141.61	\$22,178.04	\$25,726.51	\$29,274.98	\$29,940.30	\$30,605.61
\$84.70	\$169.40	\$210.00	\$16,949.45	\$19,233.20	\$22,284.15	\$25,849.60	\$29,415.05	\$30,083.55	\$30,752.05
\$85.15	\$170.30	\$211.00	\$17,030.16	\$19,324.79	\$22,390.27	\$25,972.69	\$29,555.12	\$30,226.81	\$30,898.49
\$85.55	\$171.10	\$212.00	\$17,110.87	\$19,416.37	\$22,496.38	\$26,095.79	\$29,695.19	\$30,370.06	\$31,044.93
\$85.95	\$171.90	\$213.00	\$17,191.59	\$19,507.96	\$22,602.50	\$26,218.88	\$29,835.27	\$30,513.32	\$31,191.37
\$86.35	\$172.70	\$214.00	\$17,272.30	\$19,599.55	\$22,708.61	\$26,341.97	\$29,975.34	\$30,656.57	\$31,337.80
\$86.75	\$173.50	\$215.00	\$17,353.01	\$19,691.13	\$22,814.73	\$26,465.07	\$30,115.41	\$30,799.83	\$31,484.24
\$87.15	\$174.30	\$216.00	\$17,433.72	\$19,782.72	\$22,920.84	\$26,588.16	\$30,255.48	\$30,943.08	\$31,630.68
\$87.55	\$175.10	\$217.00	\$17,514.43	\$19,874.31	\$23,026.96	\$26,711.25	\$30,395.55	\$31,086.34	\$31,777.12
\$87.95	\$175.90	\$218.00	\$17,595.14	\$19,965.89	\$23,133.07	\$26,834.35	\$30,535.62	\$31,229.59	\$31,923.56
\$88.35	\$176.70	\$219.00	\$17,675.86	\$20,057.48	\$23,239.19	\$26,957.44	\$30,675.70	\$31,372.85	\$32,070.00
\$88.75	\$177.50	\$220.00	\$17,756.57	\$20,149.07	\$23,345.30	\$27,080.53	\$30,815.77	\$31,516.10	\$32,216.43
\$89.15	\$178.30	\$221.00	\$17,837.28	\$20,240.65	\$23,451.42	\$27,203.63	\$30,955.84	\$31,659.36	\$32,362.87
\$89.55	\$179.10	\$222.00	\$17,917.99	\$20,332.24	\$23,557.53	\$27,326.72	\$31,095.91	\$31,802.61	\$32,509.31
\$89.95	\$179.90	\$223.00	\$17,998.70	\$20,423.83	\$23,663.65	\$27,449.81	\$31,235.98	\$31,945.87	\$32,655.75
\$90.35	\$180.70	\$224.00	\$18,079.41	\$20,515.41	\$23,769.76	\$27,572.91	\$31,376.05	\$32,089.12	\$32,802.19
\$90.80	\$181.60	\$225.00	\$18,160.13	\$20,607.00	\$23,875.88	\$27,696.00	\$31,516.13	\$32,232.38	\$32,948.63
\$91.20	\$182.40	\$226.00	\$18,240.84	\$20,698.59	\$23,981.99	\$27,819.09	\$31,656.20	\$32,375.63	\$33,095.06
\$91.60	\$183.20	\$227.00	\$18,321.55	\$20,790.17	\$24,088.11	\$27,942.19	\$31,796.27	\$32,518.89	\$33,241.50
\$92.00	\$184.00	\$228.00	\$18,402.26	\$20,881.76	\$24,194.22	\$28,065.28	\$31,936.34	\$32,662.14	\$33,387.94
\$92.40	\$184.80	\$229.00	\$18,482.97	\$20,973.35	\$24,300.34	\$28,188.37	\$32,076.41	\$32,805.40	\$33,534.38
\$92.80	\$185.60	\$230.00	\$18,563.68	\$21,064.93	\$24,406.45	\$28,311.47	\$32,216.48	\$32,948.65	\$33,680.82
\$93.20	\$186.40	\$231.00	\$18,644.40	\$21,156.52	\$24,512.57	\$28,434.56	\$32,356.56	\$33,091.91	\$33,827.26
\$93.60	\$187.20	\$232.00	\$18,725.11	\$21,248.11	\$24,618.68	\$28,557.65	\$32,496.63	\$33,235.16	\$33,973.69
\$94.00	\$188.00	\$233.00	\$18,805.82	\$21,339.69	\$24,724.80	\$28,680.75	\$32,636.70	\$33,378.42	\$34,120.13
\$94.40	\$188.80	\$234.00	\$18,886.53	\$21,431.28	\$24,830.91	\$28,803.84	\$32,776.77	\$33,521.67	\$34,266.57
\$94.80	\$189.60	\$235.00	\$18,967.24	\$21,522.87	\$24,937.03	\$28,926.93	\$32,916.84	\$33,664.93	\$34,413.01
\$95.20	\$190.40	\$236.00	\$19,047.95	\$21,614.45	\$25,043.14	\$29,050.03	\$33,056.91	\$33,808.18	\$34,559.45
\$95.60	\$191.20	\$237.00	\$19,128.67	\$21,706.04	\$25,149.26	\$29,173.12	\$33,196.99	\$33,951.44	\$34,705.89
\$96.00	\$192.00	\$238.00	\$19,209.38	\$21,797.63	\$25,255.37	\$29,296.21	\$33,337.06	\$34,094.69	\$34,852.32

\$96.45	\$192.90	\$239.00	\$19,290.09	\$21,889.21	\$25,361.49	\$29,419.31	\$33,477.13	\$34,237.95	\$34,998.76
\$96.85	\$193.70	\$240.00	\$19,370.80	\$21,980.80	\$25,467.60	\$29,542.40	\$33,617.20	\$34,381.20	\$35,145.20
\$97.25	\$194.50	\$241.00	\$19,451.51	\$22,072.39	\$25,573.72	\$29,665.49	\$33,757.27	\$34,524.46	\$35,291.64
\$97.65	\$195.30	\$242.00	\$19,532.22	\$22,163.97	\$25,679.83	\$29,788.59	\$33,897.34	\$34,667.71	\$35,438.08
\$98.05	\$196.10	\$243.00	\$19,612.94	\$22,255.56	\$25,785.95	\$29,911.68	\$34,037.42	\$34,810.97	\$35,584.52
\$98.45	\$196.90	\$244.00	\$19,693.65	\$22,347.15	\$25,892.06	\$30,034.77	\$34,177.49	\$34,954.22	\$35,730.95
\$98.85	\$197.70	\$245.00	\$19,774.36	\$22,438.73	\$25,998.18	\$30,157.87	\$34,317.56	\$35,097.48	\$35,877.39
\$99.25	\$198.50	\$246.00	\$19,855.07	\$22,530.32	\$26,104.29	\$30,280.96	\$34,457.63	\$35,240.73	\$36,023.83
\$99.65	\$199.30	\$247.00	\$19,935.78	\$22,621.91	\$26,210.41	\$30,404.05	\$34,597.70	\$35,383.99	\$36,170.27
\$100.05	\$200.10	\$248.00	\$20,016.49	\$22,713.49	\$26,316.52	\$30,527.15	\$34,737.77	\$35,527.24	\$36,316.71
\$100.45	\$200.90	\$249.00	\$20,097.21	\$22,805.08	\$26,422.64	\$30,650.24	\$34,877.85	\$35,670.50	\$36,463.15
\$100.85	\$201.70	\$250.00	\$20,177.92	\$22,896.67	\$26,528.75	\$30,773.33	\$35,017.92	\$35,813.75	\$36,609.58
\$101.25	\$202.50	\$251.00	\$20,258.63	\$22,988.25	\$26,634.87	\$30,896.43	\$35,157.99	\$35,957.01	\$36,756.02
\$101.65	\$203.30	\$252.00	\$20,339.34	\$23,079.84	\$26,740.98	\$31,019.52	\$35,298.06	\$36,100.26	\$36,902.46
\$102.10	\$204.20	\$253.00	\$20,420.05	\$23,171.43	\$26,847.10	\$31,142.61	\$35,438.13	\$36,243.52	\$37,048.90
\$102.50	\$205.00	\$254.00	\$20,500.76	\$23,263.01	\$26,953.21	\$31,265.71	\$35,578.20	\$36,386.77	\$37,195.34
\$102.90	\$205.80	\$255.00	\$20,581.48	\$23,354.60	\$27,059.33	\$31,388.80	\$35,718.28	\$36,530.03	\$37,341.78
\$103.30	\$206.60	\$256.00	\$20,662.19	\$23,446.19	\$27,165.44	\$31,511.89	\$35,858.35	\$36,673.28	\$37,488.21
\$103.70	\$207.40	\$257.00	\$20,742.90	\$23,537.77	\$27,271.56	\$31,634.99	\$35,998.42	\$36,816.54	\$37,634.65
\$104.10	\$208.20	\$258.00	\$20,823.61	\$23,629.36	\$27,377.67	\$31,758.08	\$36,138.49	\$36,959.79	\$37,781.09
\$104.50	\$209.00	\$259.00	\$20,904.32	\$23,720.95	\$27,483.79	\$31,881.17	\$36,278.56	\$37,103.05	\$37,927.53
\$104.90	\$209.80	\$260.00	\$20,985.03	\$23,812.53	\$27,589.90	\$32,004.27	\$36,418.63	\$37,246.30	\$38,073.97
\$105.30	\$210.60	\$261.00	\$21,065.75	\$23,904.12	\$27,696.02	\$32,127.36	\$36,558.71	\$37,389.56	\$38,220.41
\$105.70	\$211.40	\$262.00	\$21,146.46	\$23,995.71	\$27,802.13	\$32,250.45	\$36,698.78	\$37,532.81	\$38,366.84
\$106.10	\$212.20	\$263.00	\$21,227.17	\$24,087.29	\$27,908.25	\$32,373.55	\$36,838.85	\$37,676.07	\$38,513.28
\$106.50	\$213.00	\$264.00	\$21,307.88	\$24,178.88	\$28,014.36	\$32,496.64	\$36,978.92	\$37,819.32	\$38,659.72
\$106.90	\$213.80	\$265.00	\$21,388.59	\$24,270.47	\$28,120.48	\$32,619.73	\$37,118.99	\$37,962.58	\$38,806.16
\$107.30	\$214.60	\$266.00	\$21,469.30	\$24,362.05	\$28,226.59	\$32,742.83	\$37,259.06	\$38,105.83	\$38,952.60
\$107.75	\$215.50	\$267.00	\$21,550.02	\$24,453.64	\$28,332.71	\$32,865.92	\$37,399.14	\$38,249.09	\$39,099.04
\$108.15	\$216.30	\$268.00	\$21,630.73	\$24,545.23	\$28,438.82	\$32,989.01	\$37,539.21	\$38,392.34	\$39,245.47
\$108.55	\$217.10	\$269.00	\$21,711.44	\$24,636.81	\$28,544.94	\$33,112.11	\$37,679.28	\$38,535.60	\$39,391.91
\$108.95	\$217.90	\$270.00	\$21,792.15	\$24,728.40	\$28,651.05	\$33,235.20	\$37,819.35	\$38,678.85	\$39,538.35
\$109.35	\$218.70	\$271.00	\$21,872.86	\$24,819.99	\$28,757.17	\$33,358.29	\$37,959.42	\$38,822.11	\$39,684.79
\$109.75	\$219.50	\$272.00	\$21,953.57	\$24,911.57	\$28,863.28	\$33,481.39	\$38,099.49	\$38,965.36	\$39,831.23
\$110.15	\$220.30	\$273.00	\$22,034.29	\$25,003.16	\$28,969.40	\$33,604.48	\$38,239.57	\$39,108.62	\$39,977.67
\$110.55	\$221.10	\$274.00	\$22,115.00	\$25,094.75	\$29,075.51	\$33,727.57	\$38,379.64	\$39,251.87	\$40,124.10
\$110.95	\$221.90	\$275.00	\$22,195.71	\$25,186.33	\$29,181.63	\$33,850.67	\$38,519.71	\$39,395.13	\$40,270.54
\$111.35	\$222.70	\$276.00	\$22,276.42	\$25,277.92	\$29,287.74	\$33,973.76	\$38,659.78	\$39,538.38	\$40,416.98
\$111.75	\$223.50	\$277.00	\$22,357.13	\$25,369.51	\$29,393.86	\$34,096.85	\$38,799.85	\$39,681.64	\$40,563.42
\$112.15	\$224.30	\$278.00	\$22,437.84	\$25,461.09	\$29,499.97	\$34,219.95	\$38,939.92	\$39,824.89	\$40,709.86
\$112.55	\$225.10	\$279.00	\$22,518.56	\$25,552.68	\$29,606.09	\$34,343.04	\$39,080.00	\$39,968.15	\$40,856.30
\$112.95	\$225.90	\$280.00	\$22,599.27	\$25,644.27	\$29,712.20	\$34,466.13	\$39,220.07	\$40,111.40	\$41,002.73
\$113.35	\$226.70	\$281.00	\$22,679.98	\$25,735.85	\$29,818.32	\$34,589.23	\$39,360.14	\$40,254.66	\$41,149.17
\$113.80	\$227.60	\$282.00	\$22,760.69	\$25,827.44	\$29,924.43	\$34,712.32	\$39,500.21	\$40,397.91	\$41,295.61
\$114.20	\$228.40	\$283.00	\$22,841.40	\$25,919.03	\$30,030.55	\$34,835.41	\$39,640.28	\$40,541.17	\$41,442.05

\$114.60	\$229.20	\$284.00	\$22,922.11	\$26,010.61	\$30,136.66	\$34,958.51	\$39,780.35	\$40,684.42	\$41,588.49
\$115.00	\$230.00	\$285.00	\$23,002.83	\$26,102.20	\$30,242.78	\$35,081.60	\$39,920.43	\$40,827.68	\$41,734.93
\$115.40	\$230.80	\$286.00	\$23,083.54	\$26,193.79	\$30,348.89	\$35,204.69	\$40,060.50	\$40,970.93	\$41,881.36
\$115.80	\$231.60	\$287.00	\$23,164.25	\$26,285.37	\$30,455.01	\$35,327.79	\$40,200.57	\$41,114.19	\$42,027.80
\$116.20	\$232.40	\$288.00	\$23,244.96	\$26,376.96	\$30,561.12	\$35,450.88	\$40,340.64	\$41,257.44	\$42,174.24
\$116.60	\$233.20	\$289.00	\$23,325.67	\$26,468.55	\$30,667.24	\$35,573.97	\$40,480.71	\$41,400.70	\$42,320.68
\$117.00	\$234.00	\$290.00	\$23,406.38	\$26,560.13	\$30,773.35	\$35,697.07	\$40,620.78	\$41,543.95	\$42,467.12
\$117.40	\$234.80	\$291.00	\$23,487.10	\$26,651.72	\$30,879.47	\$35,820.16	\$40,760.86	\$41,687.21	\$42,613.56
\$117.80	\$235.60	\$292.00	\$23,567.81	\$26,743.31	\$30,985.58	\$35,943.25	\$40,900.93	\$41,830.46	\$42,759.99
\$118.20	\$236.40	\$293.00	\$23,648.52	\$26,834.89	\$31,091.70	\$36,066.35	\$41,041.00	\$41,973.72	\$42,906.43
\$118.60	\$237.20	\$294.00	\$23,729.23	\$26,926.48	\$31,197.81	\$36,189.44	\$41,181.07	\$42,116.97	\$43,052.87
\$119.00	\$238.00	\$295.00	\$23,809.94	\$27,018.07	\$31,303.93	\$36,312.53	\$41,321.14	\$42,260.23	\$43,199.31
\$119.45	\$238.90	\$296.00	\$23,890.65	\$27,109.65	\$31,410.04	\$36,435.63	\$41,461.21	\$42,403.48	\$43,345.75
\$119.85	\$239.70	\$297.00	\$23,971.37	\$27,201.24	\$31,516.16	\$36,558.72	\$41,601.29	\$42,546.74	\$43,492.19
\$120.25	\$240.50	\$298.00	\$24,052.08	\$27,292.83	\$31,622.27	\$36,681.81	\$41,741.36	\$42,689.99	\$43,638.62
\$120.65	\$241.30	\$299.00	\$24,132.79	\$27,384.41	\$31,728.39	\$36,804.91	\$41,881.43	\$42,833.25	\$43,785.06
\$121.05	\$242.10	\$300.00	\$24,213.50	\$27,476.00	\$31,834.50	\$36,928.00	\$42,021.50	\$42,976.50	\$43,931.50
\$121.45	\$242.90	\$301.00	\$24,294.21	\$27,567.59	\$31,940.62	\$37,051.09	\$42,161.57	\$43,119.76	\$44,077.94
\$121.85	\$243.70	\$302.00	\$24,374.92	\$27,659.17	\$32,046.73	\$37,174.19	\$42,301.64	\$43,263.01	\$44,224.38
\$122.25	\$244.50	\$303.00	\$24,455.64	\$27,750.76	\$32,152.85	\$37,297.28	\$42,441.72	\$43,406.27	\$44,370.82
\$122.65	\$245.30	\$304.00	\$24,536.35	\$27,842.35	\$32,258.96	\$37,420.37	\$42,581.79	\$43,549.52	\$44,517.25
\$123.05	\$246.10	\$305.00	\$24,617.06	\$27,933.93	\$32,365.08	\$37,543.47	\$42,721.86	\$43,692.78	\$44,663.69
\$123.45	\$246.90	\$306.00	\$24,697.77	\$28,025.52	\$32,471.19	\$37,666.56	\$42,861.93	\$43,836.03	\$44,810.13
\$123.85	\$247.70	\$307.00	\$24,778.48	\$28,117.11	\$32,577.31	\$37,789.65	\$43,002.00	\$43,979.29	\$44,956.57
\$124.25	\$248.50	\$308.00	\$24,859.19	\$28,208.69	\$32,683.42	\$37,912.75	\$43,142.07	\$44,122.54	\$45,103.01
\$124.65	\$249.30	\$309.00	\$24,939.91	\$28,300.28	\$32,789.54	\$38,035.84	\$43,282.15	\$44,265.80	\$45,249.45
\$125.10	\$250.20	\$310.00	\$25,020.62	\$28,391.87	\$32,895.65	\$38,158.93	\$43,422.22	\$44,409.05	\$45,395.88
\$125.50	\$251.00	\$311.00	\$25,101.33	\$28,483.45	\$33,001.77	\$38,282.03	\$43,562.29	\$44,552.31	\$45,542.32
\$125.90	\$251.80	\$312.00	\$25,182.04	\$28,575.04	\$33,107.88	\$38,405.12	\$43,702.36	\$44,695.56	\$45,688.76
\$126.30	\$252.60	\$313.00	\$25,262.75	\$28,666.63	\$33,214.00	\$38,528.21	\$43,842.43	\$44,838.82	\$45,835.20
\$126.70	\$253.40	\$314.00	\$25,343.46	\$28,758.21	\$33,320.11	\$38,651.31	\$43,982.50	\$44,982.07	\$45,981.64
\$127.10	\$254.20	\$315.00	\$25,424.18	\$28,849.80	\$33,426.23	\$38,774.40	\$44,122.58	\$45,125.33	\$46,128.08
\$127.50	\$255.00	\$316.00	\$25,504.89	\$28,941.39	\$33,532.34	\$38,897.49	\$44,262.65	\$45,268.58	\$46,274.51
\$127.90	\$255.80	\$317.00	\$25,585.60	\$29,032.97	\$33,638.46	\$39,020.59	\$44,402.72	\$45,411.84	\$46,420.95
\$128.30	\$256.60	\$318.00	\$25,666.31	\$29,124.56	\$33,744.57	\$39,143.68	\$44,542.79	\$45,555.09	\$46,567.39
\$128.70	\$257.40	\$319.00	\$25,747.02	\$29,216.15	\$33,850.69	\$39,266.77	\$44,682.86	\$45,698.35	\$46,713.83
\$129.10	\$258.20	\$320.00	\$25,827.73	\$29,307.73	\$33,956.80	\$39,389.87	\$44,822.93	\$45,841.60	\$46,860.27
\$129.50	\$259.00	\$321.00	\$25,908.45	\$29,399.32	\$34,062.92	\$39,512.96	\$44,963.01	\$45,984.86	\$47,006.71
\$129.90	\$259.80	\$322.00	\$25,989.16	\$29,490.91	\$34,169.03	\$39,636.05	\$45,103.08	\$46,128.11	\$47,153.14
\$130.30	\$260.60	\$323.00	\$26,069.87	\$29,582.49	\$34,275.15	\$39,759.15	\$45,243.15	\$46,271.37	\$47,299.58
\$130.75	\$261.50	\$324.00	\$26,150.58	\$29,674.08	\$34,381.26	\$39,882.24	\$45,383.22	\$46,414.62	\$47,446.02
\$131.15	\$262.30	\$325.00	\$26,231.29	\$29,765.67	\$34,487.38	\$40,005.33	\$45,523.29	\$46,557.88	\$47,592.46
\$131.55	\$263.10	\$326.00	\$26,312.00	\$29,857.25	\$34,593.49	\$40,128.43	\$45,663.36	\$46,701.13	\$47,738.90
\$131.95	\$263.90	\$327.00	\$26,392.72	\$29,948.84	\$34,699.61	\$40,251.52	\$45,803.44	\$46,844.39	\$47,885.34
\$132.35	\$264.70	\$328.00	\$26,473.43	\$30,040.43	\$34,805.72	\$40,374.61	\$45,943.51	\$46,987.64	\$48,031.77

\$132.75	\$265.50	\$329.00	\$26,554.14	\$30,132.01	\$34,911.84	\$40,497.71	\$46,083.58	\$47,130.90	\$48,178.21
\$133.15	\$266.30	\$330.00	\$26,634.85	\$30,223.60	\$35,017.95	\$40,620.80	\$46,223.65	\$47,274.15	\$48,324.65
\$133.55	\$267.10	\$331.00	\$26,715.56	\$30,315.19	\$35,124.07	\$40,743.89	\$46,363.72	\$47,417.41	\$48,471.09
\$133.95	\$267.90	\$332.00	\$26,796.27	\$30,406.77	\$35,230.18	\$40,866.99	\$46,503.79	\$47,560.66	\$48,617.53
\$134.35	\$268.70	\$333.00	\$26,876.99	\$30,498.36	\$35,336.30	\$40,990.08	\$46,643.87	\$47,703.92	\$48,763.97
\$134.75	\$269.50	\$334.00	\$26,957.70	\$30,589.95	\$35,442.41	\$41,113.17	\$46,783.94	\$47,847.17	\$48,910.40
\$135.15	\$270.30	\$335.00	\$27,038.41	\$30,681.53	\$35,548.53	\$41,236.27	\$46,924.01	\$47,990.43	\$49,056.84
\$135.55	\$271.10	\$336.00	\$27,119.12	\$30,773.12	\$35,654.64	\$41,359.36	\$47,064.08	\$48,133.68	\$49,203.28
\$135.95	\$271.90	\$337.00	\$27,199.83	\$30,864.71	\$35,760.76	\$41,482.45	\$47,204.15	\$48,276.94	\$49,349.72
\$136.40	\$272.80	\$338.00	\$27,280.54	\$30,956.29	\$35,866.87	\$41,605.55	\$47,344.22	\$48,420.19	\$49,496.16
\$136.80	\$273.60	\$339.00	\$27,361.26	\$31,047.88	\$35,972.99	\$41,728.64	\$47,484.30	\$48,563.45	\$49,642.60
\$137.20	\$274.40	\$340.00	\$27,441.97	\$31,139.47	\$36,079.10	\$41,851.73	\$47,624.37	\$48,706.70	\$49,789.03
\$137.60	\$275.20	\$341.00	\$27,522.68	\$31,231.05	\$36,185.22	\$41,974.83	\$47,764.44	\$48,849.96	\$49,935.47
\$138.00	\$276.00	\$342.00	\$27,603.39	\$31,322.64	\$36,291.33	\$42,097.92	\$47,904.51	\$48,993.21	\$50,081.91
\$138.40	\$276.80	\$343.00	\$27,684.10	\$31,414.23	\$36,397.45	\$42,221.01	\$48,044.58	\$49,136.47	\$50,228.35
\$138.80	\$277.60	\$344.00	\$27,764.81	\$31,505.81	\$36,503.56	\$42,344.11	\$48,184.65	\$49,279.72	\$50,374.79
\$139.20	\$278.40	\$345.00	\$27,845.53	\$31,597.40	\$36,609.68	\$42,467.20	\$48,324.73	\$49,422.98	\$50,521.23
\$139.60	\$279.20	\$346.00	\$27,926.24	\$31,688.99	\$36,715.79	\$42,590.29	\$48,464.80	\$49,566.23	\$50,667.66
\$140.00	\$280.00	\$347.00	\$28,006.95	\$31,780.57	\$36,821.91	\$42,713.39	\$48,604.87	\$49,709.49	\$50,814.10
\$140.40	\$280.80	\$348.00	\$28,087.66	\$31,872.16	\$36,928.02	\$42,836.48	\$48,744.94	\$49,852.74	\$50,960.54
\$140.80	\$281.60	\$349.00	\$28,168.37	\$31,963.75	\$37,034.14	\$42,959.57	\$48,885.01	\$49,996.00	\$51,106.98
\$141.20	\$282.40	\$350.00	\$28,249.08	\$32,055.33	\$37,140.25	\$43,082.67	\$49,025.08	\$50,139.25	\$51,253.42
\$141.60	\$283.20	\$351.00	\$28,329.80	\$32,146.92	\$37,246.37	\$43,205.76	\$49,165.16	\$50,282.51	\$51,399.86
\$142.05	\$284.10	\$352.00	\$28,410.51	\$32,238.51	\$37,352.48	\$43,328.85	\$49,305.23	\$50,425.76	\$51,546.29
\$142.45	\$284.90	\$353.00	\$28,491.22	\$32,330.09	\$37,458.60	\$43,451.95	\$49,445.30	\$50,569.02	\$51,692.73
\$142.85	\$285.70	\$354.00	\$28,571.93	\$32,421.68	\$37,564.71	\$43,575.04	\$49,585.37	\$50,712.27	\$51,839.17
\$143.25	\$286.50	\$355.00	\$28,652.64	\$32,513.27	\$37,670.83	\$43,698.13	\$49,725.44	\$50,855.53	\$51,985.61
\$143.65	\$287.30	\$356.00	\$28,733.35	\$32,604.85	\$37,776.94	\$43,821.23	\$49,865.51	\$50,998.78	\$52,132.05
\$144.05	\$288.10	\$357.00	\$28,814.07	\$32,696.44	\$37,883.06	\$43,944.32	\$50,005.59	\$51,142.04	\$52,278.49
\$144.45	\$288.90	\$358.00	\$28,894.78	\$32,788.03	\$37,989.17	\$44,067.41	\$50,145.66	\$51,285.29	\$52,424.92
\$144.85	\$289.70	\$359.00	\$28,975.49	\$32,879.61	\$38,095.29	\$44,190.51	\$50,285.73	\$51,428.55	\$52,571.36
\$145.25	\$290.50	\$360.00	\$29,056.20	\$32,971.20	\$38,201.40	\$44,313.60	\$50,425.80	\$51,571.80	\$52,717.80
\$145.65	\$291.30	\$361.00	\$29,136.91	\$33,062.79	\$38,307.52	\$44,436.69	\$50,565.87	\$51,715.06	\$52,864.24
\$146.05	\$292.10	\$362.00	\$29,217.62	\$33,154.37	\$38,413.63	\$44,559.79	\$50,705.94	\$51,858.31	\$53,010.68
\$146.45	\$292.90	\$363.00	\$29,298.34	\$33,245.96	\$38,519.75	\$44,682.88	\$50,846.02	\$52,001.57	\$53,157.12
\$146.85	\$293.70	\$364.00	\$29,379.05	\$33,337.55	\$38,625.86	\$44,805.97	\$50,986.09	\$52,144.82	\$53,303.55
\$147.25	\$294.50	\$365.00	\$29,459.76	\$33,429.13	\$38,731.98	\$44,929.07	\$51,126.16	\$52,288.08	\$53,449.99
\$147.70	\$295.40	\$366.00	\$29,540.47	\$33,520.72	\$38,838.09	\$45,052.16	\$51,266.23	\$52,431.33	\$53,596.43
\$148.10	\$296.20	\$367.00	\$29,621.18	\$33,612.31	\$38,944.21	\$45,175.25	\$51,406.30	\$52,574.59	\$53,742.87
\$148.50	\$297.00	\$368.00	\$29,701.89	\$33,703.89	\$39,050.32	\$45,298.35	\$51,546.37	\$52,717.84	\$53,889.31
\$148.90	\$297.80	\$369.00	\$29,782.61	\$33,795.48	\$39,156.44	\$45,421.44	\$51,686.45	\$52,861.10	\$54,035.75
\$149.30	\$298.60	\$370.00	\$29,863.32	\$33,887.07	\$39,262.55	\$45,544.53	\$51,826.52	\$53,004.35	\$54,182.18
\$149.70	\$299.40	\$371.00	\$29,944.03	\$33,978.65	\$39,368.67	\$45,667.63	\$51,966.59	\$53,147.61	\$54,328.62
\$150.10	\$300.20	\$372.00	\$30,024.74	\$34,070.24	\$39,474.78	\$45,790.72	\$52,106.66	\$53,290.86	\$54,475.06
\$150.50	\$301.00	\$373.00	\$30,105.45	\$34,161.83	\$39,580.90	\$45,913.81	\$52,246.73	\$53,434.12	\$54,621.50

\$150.90	\$301.80	\$374.00	\$30,186.16	\$34,253.41	\$39,687.01	\$46,036.91	\$52,386.80	\$53,577.37	\$54,767.94
\$151.30	\$302.60	\$375.00	\$30,266.88	\$34,345.00	\$39,793.13	\$46,160.00	\$52,526.88	\$53,720.63	\$54,914.38
\$151.70	\$303.40	\$376.00	\$30,347.59	\$34,436.59	\$39,899.24	\$46,283.09	\$52,666.95	\$53,863.88	\$55,060.81
\$152.10	\$304.20	\$377.00	\$30,428.30	\$34,528.17	\$40,005.36	\$46,406.19	\$52,807.02	\$54,007.14	\$55,207.25
\$152.50	\$305.00	\$378.00	\$30,509.01	\$34,619.76	\$40,111.47	\$46,529.28	\$52,947.09	\$54,150.39	\$55,353.69
\$152.90	\$305.80	\$379.00	\$30,589.72	\$34,711.35	\$40,217.59	\$46,652.37	\$53,087.16	\$54,293.65	\$55,500.13
\$153.35	\$306.70	\$380.00	\$30,670.43	\$34,802.93	\$40,323.70	\$46,775.47	\$53,227.23	\$54,436.90	\$55,646.57
\$153.75	\$307.50	\$381.00	\$30,751.15	\$34,894.52	\$40,429.82	\$46,898.56	\$53,367.31	\$54,580.16	\$55,793.01
\$154.15	\$308.30	\$382.00	\$30,831.86	\$34,986.11	\$40,535.93	\$47,021.65	\$53,507.38	\$54,723.41	\$55,939.44
\$154.55	\$309.10	\$383.00	\$30,912.57	\$35,077.69	\$40,642.05	\$47,144.75	\$53,647.45	\$54,866.67	\$56,085.88
\$154.95	\$309.90	\$384.00	\$30,993.28	\$35,169.28	\$40,748.16	\$47,267.84	\$53,787.52	\$55,009.92	\$56,232.32
\$155.35	\$310.70	\$385.00	\$31,073.99	\$35,260.87	\$40,854.28	\$47,390.93	\$53,927.59	\$55,153.18	\$56,378.76
\$155.75	\$311.50	\$386.00	\$31,154.70	\$35,352.45	\$40,960.39	\$47,514.03	\$54,067.66	\$55,296.43	\$56,525.20
\$156.15	\$312.30	\$387.00	\$31,235.42	\$35,444.04	\$41,066.51	\$47,637.12	\$54,207.74	\$55,439.69	\$56,671.64
\$156.55	\$313.10	\$388.00	\$31,316.13	\$35,535.63	\$41,172.62	\$47,760.21	\$54,347.81	\$55,582.94	\$56,818.07
\$156.95	\$313.90	\$389.00	\$31,396.84	\$35,627.21	\$41,278.74	\$47,883.31	\$54,487.88	\$55,726.20	\$56,964.51
\$157.35	\$314.70	\$390.00	\$31,477.55	\$35,718.80	\$41,384.85	\$48,006.40	\$54,627.95	\$55,869.45	\$57,110.95
\$157.75	\$315.50	\$391.00	\$31,558.26	\$35,810.39	\$41,490.97	\$48,129.49	\$54,768.02	\$56,012.71	\$57,257.39
\$158.15	\$316.30	\$392.00	\$31,638.97	\$35,901.97	\$41,597.08	\$48,252.59	\$54,908.09	\$56,155.96	\$57,403.83
\$158.55	\$317.10	\$393.00	\$31,719.69	\$35,993.56	\$41,703.20	\$48,375.68	\$55,048.17	\$56,299.22	\$57,550.27
\$159.00	\$318.00	\$394.00	\$31,800.40	\$36,085.15	\$41,809.31	\$48,498.77	\$55,188.24	\$56,442.47	\$57,696.70
\$159.40	\$318.80	\$395.00	\$31,881.11	\$36,176.73	\$41,915.43	\$48,621.87	\$55,328.31	\$56,585.73	\$57,843.14
\$159.80	\$319.60	\$396.00	\$31,961.82	\$36,268.32	\$42,021.54	\$48,744.96	\$55,468.38	\$56,728.98	\$57,989.58
\$160.20	\$320.40	\$397.00	\$32,042.53	\$36,359.91	\$42,127.66	\$48,868.05	\$55,608.45	\$56,872.24	\$58,136.02
\$160.60	\$321.20	\$398.00	\$32,123.24	\$36,451.49	\$42,233.77	\$48,991.15	\$55,748.52	\$57,015.49	\$58,282.46
\$161.00	\$322.00	\$399.00	\$32,203.96	\$36,543.08	\$42,339.89	\$49,114.24	\$55,888.60	\$57,158.75	\$58,428.90
\$161.40	\$322.80	\$400.00	\$32,284.67	\$36,634.67	\$42,446.00	\$49,237.33	\$56,028.67	\$57,302.00	\$58,575.33
\$161.80	\$323.60	\$401.00	\$32,365.38	\$36,726.25	\$42,552.12	\$49,360.43	\$56,168.74	\$57,445.26	\$58,721.77
\$162.20	\$324.40	\$402.00	\$32,446.09	\$36,817.84	\$42,658.23	\$49,483.52	\$56,308.81	\$57,588.51	\$58,868.21
\$162.60	\$325.20	\$403.00	\$32,526.80	\$36,909.43	\$42,764.35	\$49,606.61	\$56,448.88	\$57,731.77	\$59,014.65
\$163.00	\$326.00	\$404.00	\$32,607.51	\$37,001.01	\$42,870.46	\$49,729.71	\$56,588.95	\$57,875.02	\$59,161.09
\$163.40	\$326.80	\$405.00	\$32,688.23	\$37,092.60	\$42,976.58	\$49,852.80	\$56,729.03	\$58,018.28	\$59,307.53
\$163.80	\$327.60	\$406.00	\$32,768.94	\$37,184.19	\$43,082.69	\$49,975.89	\$56,869.10	\$58,161.53	\$59,453.96
\$164.20	\$328.40	\$407.00	\$32,849.65	\$37,275.77	\$43,188.81	\$50,098.99	\$57,009.17	\$58,304.79	\$59,600.40
\$164.65	\$329.30	\$408.00	\$32,930.36	\$37,367.36	\$43,294.92	\$50,222.08	\$57,149.24	\$58,448.04	\$59,746.84
\$165.05	\$330.10	\$409.00	\$33,011.07	\$37,458.95	\$43,401.04	\$50,345.17	\$57,289.31	\$58,591.30	\$59,893.28
\$165.45	\$330.90	\$410.00	\$33,091.78	\$37,550.53	\$43,507.15	\$50,468.27	\$57,429.38	\$58,734.55	\$60,039.72
\$165.85	\$331.70	\$411.00	\$33,172.50	\$37,642.12	\$43,613.27	\$50,591.36	\$57,569.46	\$58,877.81	\$60,186.16
\$166.25	\$332.50	\$412.00	\$33,253.21	\$37,733.71	\$43,719.38	\$50,714.45	\$57,709.53	\$59,021.06	\$60,332.59
\$166.65	\$333.30	\$413.00	\$33,333.92	\$37,825.29	\$43,825.50	\$50,837.55	\$57,849.60	\$59,164.32	\$60,479.03
\$167.05	\$334.10	\$414.00	\$33,414.63	\$37,916.88	\$43,931.61	\$50,960.64	\$57,989.67	\$59,307.57	\$60,625.47
\$167.45	\$334.90	\$415.00	\$33,495.34	\$38,008.47	\$44,037.73	\$51,083.73	\$58,129.74	\$59,450.83	\$60,771.91
\$167.85	\$335.70	\$416.00	\$33,576.05	\$38,100.05	\$44,143.84	\$51,206.83	\$58,269.81	\$59,594.08	\$60,918.35
\$168.25	\$336.50	\$417.00	\$33,656.77	\$38,191.64	\$44,249.96	\$51,329.92	\$58,409.89	\$59,737.34	\$61,064.79
\$168.65	\$337.30	\$418.00	\$33,737.48	\$38,283.23	\$44,356.07	\$51,453.01	\$58,549.96	\$59,880.59	\$61,211.22

\$169.05	\$338.10	\$419.00	\$33,818.19	\$38,374.81	\$44,462.19	\$51,576.11	\$58,690.03	\$60,023.85	\$61,357.66
\$169.45	\$338.90	\$420.00	\$33,898.90	\$38,466.40	\$44,568.30	\$51,699.20	\$58,830.10	\$60,167.10	\$61,504.10
\$169.85	\$339.70	\$421.00	\$33,979.61	\$38,557.99	\$44,674.42	\$51,822.29	\$58,970.17	\$60,310.36	\$61,650.54
\$170.30	\$340.60	\$422.00	\$34,060.32	\$38,649.57	\$44,780.53	\$51,945.39	\$59,110.24	\$60,453.61	\$61,796.98
\$170.70	\$341.40	\$423.00	\$34,141.04	\$38,741.16	\$44,886.65	\$52,068.48	\$59,250.32	\$60,596.87	\$61,943.42
\$171.10	\$342.20	\$424.00	\$34,221.75	\$38,832.75	\$44,992.76	\$52,191.57	\$59,390.39	\$60,740.12	\$62,089.85
\$171.50	\$343.00	\$425.00	\$34,302.46	\$38,924.33	\$45,098.88	\$52,314.67	\$59,530.46	\$60,883.38	\$62,236.29
\$171.90	\$343.80	\$426.00	\$34,383.17	\$39,015.92	\$45,204.99	\$52,437.76	\$59,670.53	\$61,026.63	\$62,382.73
\$172.30	\$344.60	\$427.00	\$34,463.88	\$39,107.51	\$45,311.11	\$52,560.85	\$59,810.60	\$61,169.89	\$62,529.17
\$172.70	\$345.40	\$428.00	\$34,544.59	\$39,199.09	\$45,417.22	\$52,683.95	\$59,950.67	\$61,313.14	\$62,675.61
\$173.10	\$346.20	\$429.00	\$34,625.31	\$39,290.68	\$45,523.34	\$52,807.04	\$60,090.75	\$61,456.40	\$62,822.05
\$173.50	\$347.00	\$430.00	\$34,706.02	\$39,382.27	\$45,629.45	\$52,930.13	\$60,230.82	\$61,599.65	\$62,968.48
\$173.90	\$347.80	\$431.00	\$34,786.73	\$39,473.85	\$45,735.57	\$53,053.23	\$60,370.89	\$61,742.91	\$63,114.92
\$174.30	\$348.60	\$432.00	\$34,867.44	\$39,565.44	\$45,841.68	\$53,176.32	\$60,510.96	\$61,886.16	\$63,261.36
\$174.70	\$349.40	\$433.00	\$34,948.15	\$39,657.03	\$45,947.80	\$53,299.41	\$60,651.03	\$62,029.42	\$63,407.80
\$175.10	\$350.20	\$434.00	\$35,028.86	\$39,748.61	\$46,053.91	\$53,422.51	\$60,791.10	\$62,172.67	\$63,554.24
\$175.50	\$351.00	\$435.00	\$35,109.58	\$39,840.20	\$46,160.03	\$53,545.60	\$60,931.18	\$62,315.93	\$63,700.68
\$175.95	\$351.90	\$436.00	\$35,190.29	\$39,931.79	\$46,266.14	\$53,668.69	\$61,071.25	\$62,459.18	\$63,847.11
\$176.35	\$352.70	\$437.00	\$35,271.00	\$40,023.37	\$46,372.26	\$53,791.79	\$61,211.32	\$62,602.44	\$63,993.55
\$176.75	\$353.50	\$438.00	\$35,351.71	\$40,114.96	\$46,478.37	\$53,914.88	\$61,351.39	\$62,745.69	\$64,139.99
\$177.15	\$354.30	\$439.00	\$35,432.42	\$40,206.55	\$46,584.49	\$54,037.97	\$61,491.46	\$62,888.95	\$64,286.43
\$177.55	\$355.10	\$440.00	\$35,513.13	\$40,298.13	\$46,690.60	\$54,161.07	\$61,631.53	\$63,032.20	\$64,432.87
\$177.95	\$355.90	\$441.00	\$35,593.85	\$40,389.72	\$46,796.72	\$54,284.16	\$61,771.61	\$63,175.46	\$64,579.31
\$178.35	\$356.70	\$442.00	\$35,674.56	\$40,481.31	\$46,902.83	\$54,407.25	\$61,911.68	\$63,318.71	\$64,725.74
\$178.75	\$357.50	\$443.00	\$35,755.27	\$40,572.89	\$47,008.95	\$54,530.35	\$62,051.75	\$63,461.97	\$64,872.18
\$179.15	\$358.30	\$444.00	\$35,835.98	\$40,664.48	\$47,115.06	\$54,653.44	\$62,191.82	\$63,605.22	\$65,018.62
\$179.55	\$359.10	\$445.00	\$35,916.69	\$40,756.07	\$47,221.18	\$54,776.53	\$62,331.89	\$63,748.48	\$65,165.06
\$179.95	\$359.90	\$446.00	\$35,997.40	\$40,847.65	\$47,327.29	\$54,899.63	\$62,471.96	\$63,891.73	\$65,311.50
\$180.35	\$360.70	\$447.00	\$36,078.12	\$40,939.24	\$47,433.41	\$55,022.72	\$62,612.04	\$64,034.99	\$65,457.94
\$180.75	\$361.50	\$448.00	\$36,158.83	\$41,030.83	\$47,539.52	\$55,145.81	\$62,752.11	\$64,178.24	\$65,604.37
\$181.15	\$362.30	\$449.00	\$36,239.54	\$41,122.41	\$47,645.64	\$55,268.91	\$62,892.18	\$64,321.50	\$65,750.81
\$181.60	\$363.20	\$450.00	\$36,320.25	\$41,214.00	\$47,751.75	\$55,392.00	\$63,032.25	\$64,464.75	\$65,897.25
\$182.00	\$364.00	\$451.00	\$36,400.96	\$41,305.59	\$47,857.87	\$55,515.09	\$63,172.32	\$64,608.01	\$66,043.69
\$182.40	\$364.80	\$452.00	\$36,481.67	\$41,397.17	\$47,963.98	\$55,638.19	\$63,312.39	\$64,751.26	\$66,190.13
\$182.80	\$365.60	\$453.00	\$36,562.39	\$41,488.76	\$48,070.10	\$55,761.28	\$63,452.47	\$64,894.52	\$66,336.57
\$183.20	\$366.40	\$454.00	\$36,643.10	\$41,580.35	\$48,176.21	\$55,884.37	\$63,592.54	\$65,037.77	\$66,483.00
\$183.60	\$367.20	\$455.00	\$36,723.81	\$41,671.93	\$48,282.33	\$56,007.47	\$63,732.61	\$65,181.03	\$66,629.44
\$184.00	\$368.00	\$456.00	\$36,804.52	\$41,763.52	\$48,388.44	\$56,130.56	\$63,872.68	\$65,324.28	\$66,775.88
\$184.40	\$368.80	\$457.00	\$36,885.23	\$41,855.11	\$48,494.56	\$56,253.65	\$64,012.75	\$65,467.54	\$66,922.32
\$184.80	\$369.60	\$458.00	\$36,965.94	\$41,946.69	\$48,600.67	\$56,376.75	\$64,152.82	\$65,610.79	\$67,068.76
\$185.20	\$370.40	\$459.00	\$37,046.66	\$42,038.28	\$48,706.79	\$56,499.84	\$64,292.90	\$65,754.05	\$67,215.20
\$185.60	\$371.20	\$460.00	\$37,127.37	\$42,129.87	\$48,812.90	\$56,622.93	\$64,432.97	\$65,897.30	\$67,361.63
\$186.00	\$372.00	\$461.00	\$37,208.08	\$42,221.45	\$48,919.02	\$56,746.03	\$64,573.04	\$66,040.56	\$67,508.07
\$186.40	\$372.80	\$462.00	\$37,288.79	\$42,313.04	\$49,025.13	\$56,869.12	\$64,713.11	\$66,183.81	\$67,654.51
\$186.80	\$373.60	\$463.00	\$37,369.50	\$42,404.63	\$49,131.25	\$56,992.21	\$64,853.18	\$66,327.07	\$67,800.95

\$187.25	\$374.50	\$464.00	\$37,450.21	\$42,496.21	\$49,237.36	\$57,115.31	\$64,993.25	\$66,470.32	\$67,947.39
\$187.65	\$375.30	\$465.00	\$37,530.93	\$42,587.80	\$49,343.48	\$57,238.40	\$65,133.33	\$66,613.58	\$68,093.83
\$188.05	\$376.10	\$466.00	\$37,611.64	\$42,679.39	\$49,449.59	\$57,361.49	\$65,273.40	\$66,756.83	\$68,240.26
\$188.45	\$376.90	\$467.00	\$37,692.35	\$42,770.97	\$49,555.71	\$57,484.59	\$65,413.47	\$66,900.09	\$68,386.70
\$188.85	\$377.70	\$468.00	\$37,773.06	\$42,862.56	\$49,661.82	\$57,607.68	\$65,553.54	\$67,043.34	\$68,533.14
\$189.25	\$378.50	\$469.00	\$37,853.77	\$42,954.15	\$49,767.94	\$57,730.77	\$65,693.61	\$67,186.60	\$68,679.58
\$189.65	\$379.30	\$470.00	\$37,934.48	\$43,045.73	\$49,874.05	\$57,853.87	\$65,833.68	\$67,329.85	\$68,826.02
\$190.05	\$380.10	\$471.00	\$38,015.20	\$43,137.32	\$49,980.17	\$57,976.96	\$65,973.76	\$67,473.11	\$68,972.46
\$190.45	\$380.90	\$472.00	\$38,095.91	\$43,228.91	\$50,086.28	\$58,100.05	\$66,113.83	\$67,616.36	\$69,118.89
\$190.85	\$381.70	\$473.00	\$38,176.62	\$43,320.49	\$50,192.40	\$58,223.15	\$66,253.90	\$67,759.62	\$69,265.33
\$191.25	\$382.50	\$474.00	\$38,257.33	\$43,412.08	\$50,298.51	\$58,346.24	\$66,393.97	\$67,902.87	\$69,411.77
\$191.65	\$383.30	\$475.00	\$38,338.04	\$43,503.67	\$50,404.63	\$58,469.33	\$66,534.04	\$68,046.13	\$69,558.21
\$192.05	\$384.10	\$476.00	\$38,418.75	\$43,595.25	\$50,510.74	\$58,592.43	\$66,674.11	\$68,189.38	\$69,704.65
\$192.45	\$384.90	\$477.00	\$38,499.47	\$43,686.84	\$50,616.86	\$58,715.52	\$66,814.19	\$68,332.64	\$69,851.09
\$192.90	\$385.80	\$478.00	\$38,580.18	\$43,778.43	\$50,722.97	\$58,838.61	\$66,954.26	\$68,475.89	\$69,997.52
\$193.30	\$386.60	\$479.00	\$38,660.89	\$43,870.01	\$50,829.09	\$58,961.71	\$67,094.33	\$68,619.15	\$70,143.96
\$193.70	\$387.40	\$480.00	\$38,741.60	\$43,961.60	\$50,935.20	\$59,084.80	\$67,234.40	\$68,762.40	\$70,290.40
\$194.10	\$388.20	\$481.00	\$38,822.31	\$44,053.19	\$51,041.32	\$59,207.89	\$67,374.47	\$68,905.66	\$70,436.84
\$194.50	\$389.00	\$482.00	\$38,903.02	\$44,144.77	\$51,147.43	\$59,330.99	\$67,514.54	\$69,048.91	\$70,583.28
\$194.90	\$389.80	\$483.00	\$38,983.74	\$44,236.36	\$51,253.55	\$59,454.08	\$67,654.62	\$69,192.17	\$70,729.72
\$195.30	\$390.60	\$484.00	\$39,064.45	\$44,327.95	\$51,359.66	\$59,577.17	\$67,794.69	\$69,335.42	\$70,876.15
\$195.70	\$391.40	\$485.00	\$39,145.16	\$44,419.53	\$51,465.78	\$59,700.27	\$67,934.76	\$69,478.68	\$71,022.59
\$196.10	\$392.20	\$486.00	\$39,225.87	\$44,511.12	\$51,571.89	\$59,823.36	\$68,074.83	\$69,621.93	\$71,169.03
\$196.50	\$393.00	\$487.00	\$39,306.58	\$44,602.71	\$51,678.01	\$59,946.45	\$68,214.90	\$69,765.19	\$71,315.47
\$196.90	\$393.80	\$488.00	\$39,387.29	\$44,694.29	\$51,784.12	\$60,069.55	\$68,354.97	\$69,908.44	\$71,461.91
\$197.30	\$394.60	\$489.00	\$39,468.01	\$44,785.88	\$51,890.24	\$60,192.64	\$68,495.05	\$70,051.70	\$71,608.35
\$197.70	\$395.40	\$490.00	\$39,548.72	\$44,877.47	\$51,996.35	\$60,315.73	\$68,635.12	\$70,194.95	\$71,754.78
\$198.10	\$396.20	\$491.00	\$39,629.43	\$44,969.05	\$52,102.47	\$60,438.83	\$68,775.19	\$70,338.21	\$71,901.22
\$198.55	\$397.10	\$492.00	\$39,710.14	\$45,060.64	\$52,208.58	\$60,561.92	\$68,915.26	\$70,481.46	\$72,047.66
\$198.95	\$397.90	\$493.00	\$39,790.85	\$45,152.23	\$52,314.70	\$60,685.01	\$69,055.33	\$70,624.72	\$72,194.10
\$199.35	\$398.70	\$494.00	\$39,871.56	\$45,243.81	\$52,420.81	\$60,808.11	\$69,195.40	\$70,767.97	\$72,340.54
\$199.75	\$399.50	\$495.00	\$39,952.28	\$45,335.40	\$52,526.93	\$60,931.20	\$69,335.48	\$70,911.23	\$72,486.98
\$200.15	\$400.30	\$496.00	\$40,032.99	\$45,426.99	\$52,633.04	\$61,054.29	\$69,475.55	\$71,054.48	\$72,633.41
\$200.55	\$401.10	\$497.00	\$40,113.70	\$45,518.57	\$52,739.16	\$61,177.39	\$69,615.62	\$71,197.74	\$72,779.85
\$200.95	\$401.90	\$498.00	\$40,194.41	\$45,610.16	\$52,845.27	\$61,300.48	\$69,755.69	\$71,340.99	\$72,926.29
\$201.35	\$402.70	\$499.00	\$40,275.12	\$45,701.75	\$52,951.39	\$61,423.57	\$69,895.76	\$71,484.25	\$73,072.73
\$201.75	\$403.50	\$500.00	\$40,355.83	\$45,793.33	\$53,057.50	\$61,546.67	\$70,035.83	\$71,627.50	\$73,219.17

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California Department of Education

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