

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day
of November, 1989

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic,
hereinafter referred to as
"County"

AND

Friends of Hart Park and
Museum, a nonprofit
volunteer organization, hereinafter
referred to as "V.O."

W I T N E S S T H

WHEREAS, the parks and recreation services of the County can be expanded and improved with the assistance of individuals and organizations; and

WHEREAS, V.O. is organized and operated for the primary purpose of improving and expanding park and recreation services for the benefit of the public in the County of Los Angeles; and

WHEREAS, County and V.O. desire to cooperate in providing programs for the benefit of the public at County facilities; and

WHEREAS, County, pursuant to Section 26227 of the Government Code, is authorized to contract with V.O. in accordance with the terms and conditions set forth herein to render services; and

WHEREAS, V.O. is qualified by reason of experience, interest, and organization to provide the services contemplated by this Agreement,

NOW THEREFORE, County and V.O. do hereby agree to the following:

1. TERM OF AGREEMENT

The term of this Agreement is one year, with automatic annual renewals unless and until terminated pursuant to the applicable terms hereof, during which time County and V.O. may perform the services provided for herein.

2. SERVICES OF CONTRACTOR

V.O. shall, in a manner satisfactory to County, provide the following services:

a. Solicit, receive, and distribute donations and grants of materials, services, and funds, or assist in such efforts by the County, for the improvement of public services of County's parks and recreation facilities.

b. Administer donated and granted funds designated for future use for improvements of public services of County's parks and recreation facilities.

c. Assist County in providing public services through County's parks and recreation facilities.

3. SERVICES OF COUNTY

a. County will assist V.O. in providing the aforementioned services by providing staff support, temporary and occasional use of space, materials, and equipment, and postage and mail handling services on an as-needed basis to the extent that same are available.

b. V.O.'s use of resources provided by County shall be scheduled by the Director of Parks and Recreation.

c. County shall have no duty of payment, obligation or liability to V.O. employees, officers, agents, or vendors or subcontractors. County shall have no duty of payment under this Agreement other than as set forth in this section.

4. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for the purpose of furthering the objectives recited herein and that the services provided under this Agreement are within the power of County and V.O. to provide. V.O. agrees to keep on file with the Director at all times a copy of its current Bylaws, Articles of Incorporation, and/or statement of purpose. In the event that program monitoring discloses that said services are not being used for that purpose or that V.O. has adopted or amended its Bylaws or amended its Articles of Incorporation or amended its statement of purpose with the result that, as determined by the Director of Parks and Recreation, V.O.'s policies or programs conflict with the purposes originally declared in V.O.'s Bylaws, Articles of Incorporation, or statement of purpose, or with the purposes of this Agreement, County may terminate this Agreement forthwith, and V.O. shall be entitled to no further services from County.

5. INSPECTION OF RECORDS

County shall have the right to inspect the financial records of V.O. at any reasonable time during the term of this Agreement. Such records of V.O. shall be kept in a manner acceptable to County and in conformance with standard accounting practices for non-profit organizations.

In addition, V.O. shall submit to the Director of Parks and Recreation within four months after the close of each business year an annual report summarizing the financial activities of V.O. during this year.

6. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, partners, joint venturers or associates of one another. The employees or agents of the one party shall not be construed to be the employees or agents of the other. County employees shall remain employees of County notwithstanding the fact they are assisting the V.O.. Bonafide County volunteers are not agents of the V.O. merely by virtue of their membership in or association with the V.O..

7. INDEMNIFICATION

V.O. agrees to indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, arising from or connected with V.O.'s operations, or its services hereunder, except when the damages arise out of the sole negligence of the County. This indemnification requirement is not applicable to liability arising out of an act, or a failure to act, of a bona fide County volunteer in the performance of his or her County volunteer duties, and it is superceded by the applicable terms and conditions of any other agreement or permit under which the volunteer organization is authorized to conduct activities on a County park or recreation facility.

8. V.O.'S EMPLOYEES AND EQUIPMENT

V.O. agrees that V.O. has secured or will secure at V.O.'s own expense all persons, employees and equipment required beyond the aforementioned County services to perform the services authorized under this Agreement and that such services performed by V.O. or under V.O.'s supervision, will be performed by persons authorized by law to perform such services.

9. CONFLICT OF INTEREST

V.O. and its agents and employees shall comply with all applicable federal, state, and county laws and regulations governing conflict of interest. To this end, V.O. will make available to its agents and employees copies of all applicable federal, state, and county laws and regulations governing financial disclosure and conflict of interest.

10. TERMINATION

County or V.O. may terminate this Agreement without cause upon thirty (30) days written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination and County's obligations under this Agreement shall cease on that date.

11. FURTHER AGREEMENTS

Further agreements between the parties hereto which are consistent with this Agreement may be incorporated into or attached to this Agreement if executed by the Director and V.O. In the event of a conflict between this Agreement and any such further agreement, the language and intent of this Agreement shall take precedence over that of any further agreement entered into under this provision.

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by V.O. in whole or in part, without the express written consent of the Director of Parks and Recreation.

13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

a. V.O. hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

b. V.O. certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

c. V.O. certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap.

d. All employment records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by V.O. in the areas heretofore described.

e. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission that V.O. has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that V.O. has violated the non-discrimination provisions of this Agreement.

15. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

V.O. agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

16. COMPLIANCE WITH LAWS

The parties agree to be bound by all applicable federal, state and local laws, ordinances, regulations, and directives insofar as they pertain to the performance of this Agreement. V.O. specifically acknowledges that this Agreement does not supercede the permit requirements of County which may be applicable to specific activities and/or special events proposed to be conducted by the V.O..

17. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

18. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

19. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

All notices to County shall be sent addressed to the following: Director of Parks and Recreation, County of Los Angeles, 433 South Vermont Avenue, Los Angeles, California 90020.

All notices to V.O. shall be sent addressed as from time to time agreed upon by V.O. and the Director of Parks and Recreation.

IN WITNESS WHEREOF V.O. has executed this Agreement, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has authorized this Agreement to be executed on its behalf by the Director of Parks and Recreation, on the day and year first above written.

V.O.

By Cynthia West-Harris

COUNTY OF LOS ANGELES

By Andy S. Long
Director of Parks and Recreation

ATTEST:

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By _____
Deputy County Counsel

CR:jason2
02/89

