

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF THE HARBOR AREA AND SOUTH BAY

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF THE HARBOR AREA AND SOUTH BAY, a California corporation, 437 West 9th Street, San Pedro, California 90731 ("Operator").

WHEREAS, City requires the professional, expert, and technical services of Operator to manage, maintain and operate the WorldTots LA (WTLA) facility located at 100 West Fifth Street, San Pedro, CA 90731, which consists of approximately 8,500 square feet of space for a child daycare center, including a serving/warming kitchen, staff meeting room, office, reception area, central supply/storage area, outside storage, utility/laundry area, custodian closet, age-appropriate toilets and lavatories, plus an adjoining outdoor play area outlined in yellow and depicted in Exhibit A; and

WHEREAS, Operator possesses extensive experience and expertise in handling all pre-school aged groups of children and in managing and operating facilities similar to the WTLA and, in fact, has managed and operated the WTLA for several years;

WHEREAS, Operator, by virtue of training and experience, is well qualified to provide such child daycare center services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY OPERATOR

A. Operator hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services as set forth in Exhibit B ("Scope of Work").

B. Operator shall, at its sole cost and expense, furnish all services, labor, materials, equipment, children's meals, transportation for field trips; and all other items necessary to perform the Scope of Work. As between City and Operator, Operator is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Operator acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Operator and City acknowledge and agree that Operator is not obligated to perform any services outside the Scope of Work and any

services performed outside the Scope of Work are performed as a volunteer and shall not be compensable by the City under this Agreement.

D. The Scope of Work shall be performed by Operator's personnel that are certified, qualified and competent in the sole reasonable discretion of the Executive Director of the Harbor Department or his or her designee ("Executive Director"), whether performance is undertaken by Operator or third-parties with whom Operator has contracted ("Subconsultants"). Operator shall perform all services and items in the Scope of Work in a manner consistent with Exhibit C ("YWCA of The Harbor Area & South Bay Response to Request for Proposals for Child Daycare Center Operator"). Obligations of this Agreement, whether undertaken by Operator or Subconsultants, are and shall be the responsibility of Operator. Operator acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Operator alone. Upon Executive Director's written request, Operator shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

E. This Agreement is subject to each and every of the rates, terms and conditions of Tariff No. 4 of City's Harbor Department as it now exists or may be amended or superseded ("Tariff"). Operator represents and warrants that it has received, read and understands the rates, terms and conditions of Tariff and covenants that, at all times during the term of this Agreement, it shall maintain a complete and current Tariff at the address set forth above. Except as otherwise set forth in this Agreement, Operator is contractually bound by all Tariff rates, terms and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Agreement and a Tariff provision. In the event of such conflict, this Agreement shall at all times prevail.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Operator, upon its written request, all documents and papers in possession of City which may lawfully be supplied to Operator and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Operator and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article V (Termination) hereof.

C. Operator shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department other than WTLA. Subsequent access rights, if any, shall be granted to Operator at the sole reasonable discretion of Executive Director, specifying conditions Operator must satisfy in connection with such access. Operator acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Operator shall be consistent with any such occupancy or use.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. This Agreement shall become effective on _____ ("Effective Date"), the date of its approval by the Los Angeles City Council ("Council") pursuant to Section 373 of the Los Angeles City Charter.

B. This Agreement shall be in full force and effect commencing on the Effective Date and shall continue until the later of the following occurs:

1. Five (5) years have elapsed from the Effective Date of this Agreement;
or

2. Ten (10) years have elapsed from the Effective Date, provided that the Executive Director provides Operator written notice to continue Operator's services prior to the fifth anniversary of the Effective Date of this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, has appropriated sufficient funds to meet the estimated expenditure of funds for the first fiscal year; however, the Board is under no legal obligation to appropriate funds for future fiscal year(s).

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. The Operator is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Operator is not obligated or required to perform any work under the Agreement at any time in which no appropriation for the Agreement has been made, the Operator agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Operator is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. TERMINATION

The Executive Director, in his or her sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Operator ninety (90) days' advance, written notice to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or operators or perform the services described in this Agreement either during or after the term of this Agreement.

VI. COMPENSATION AND PAYMENT

A. In consideration for providing the services required by this Agreement, City shall pay Operator Employee Discount Reimbursements in an amount not to exceed Twenty-Three Thousand Six Hundred Twenty-five Dollars (\$23,625) for the first year, payable in monthly installments as indicated on invoices and statements presented by the Operator and approved by the Director of Real Estate of the Harbor Department of City. Such Reimbursements may be increased by ten percent (10%) per year, not to exceed amounts shown in the chart below. The Employee Discount Reimbursement is specifically for the Harbor Department Employee Discount Subsidy. The Harbor Department Employee Discount shall be 10% of the regular tuition for children of City of Los Angeles Harbor Department employees. The Harbor Department Employee Discount Subsidy shall begin with the commencement of this Operating Agreement. As further consideration and compensation for this Agreement, the Operator shall be allowed to use the WTLA, pursuant to Article I of this Agreement, without rent and retain all proceeds from tuition fees.

Periods	Employee Discount Reimbursements (rounded, not to exceed amounts)
1st year	\$23,625
2nd year	25,990
3rd year	28,590
4th year	31,450
5th year	34,600
6th year	38,065
7th year	41,875
8th year	46,065
9th year	50,675
10th year	26,545
TOTAL	\$347,480

B. The maximum payable under this Agreement, including reimbursable expenses shall be Three Hundred Forty-Seven Thousand, Four Hundred Eighty Dollars (\$347,480).

C. Operator shall submit invoices in duplicate to City monthly following the effective date of this Agreement for services performed during the preceding month.

Each such invoice shall be signed by the Operator and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Operator's Signature)

D. Operator must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article IX of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, and paid.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

VII. RECORDKEEPING AND AUDIT RIGHTS

A. Operator shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Operator for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Operator and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Operator, Subconsultants or any individual or entity acting for or on behalf of Operator or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Operator shall be responsible for obtaining access to and providing writings of Subconsultants. Operator shall provide City at Operator's sole cost and expense a copy of all such writings within thirty (30) calendar days of a written request by City, which request shall specify the scope of the audit.

City's right shall also include inspection at reasonable times of the Operator's office or facilities which are engaged in the performance of the Scope of Work. Operator's failure to comply with this Article VII shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

VIII. OPERATOR IS AN INDEPENDENT CONTRACTOR

Operator, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Operator shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

IX. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit D.

X. INDEMNIFICATION AND INSURANCE

A. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Operator undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Operator's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Operator or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Operator's insurance documents. Operator's insurance broker or agent shall register with the City's online insurance compliance system Track4LA™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Operator's behalf.

C. General Liability Insurance

Operator shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Operator's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Operator. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Operator's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10 days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

D. Fire Legal Liability

In addition to and concurrently with the aforesaid insurance coverage, Operator shall also procure and maintain, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence, covering legal liability of Operator for damage or destruction by fire or explosion to the works, structures and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by the Board. Such policy may provide for waiver of subrogation in favor of Operator so long as permitted by the Board's fire insurance policy. The same cancellation notice as required for the commercial general liability policy described above must be included. Operator's insurance broker or agent shall submit for approval on Operator's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

E. Automobile Liability Insurance

Operator shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Operator's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall

contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

F. Workers' Compensation and Employer's Liability

Operator shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires 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 Operator shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Operator shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Operator, and for all employees of any subcontractor or other vendor retained by Operator.

G. Professional Liability Insurance

Operator is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. Operator certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board. Each policy shall include a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons. Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

H. Carrier Requirements

All insurance which Operator is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

I. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

J. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Operator.

K. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Operator shall direct their insurance broker or agent to submit to the City's online insurance compliance system Track4LA™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Operator neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Operator.

L. Right to Self-Insure

Upon written approval by the Executive Director, Operator may self-insure if the following conditions are met:

1. Operator has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Operator must have a formal resolution of its board of directors authorizing self-insurance.
2. Operator agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Operator agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Operator agrees that any insurance carried by Department is excess of Operator's self-insurance and will not contribute to it.

5. Operator provides the name and address of its claims administrator.
6. Operator submits a Financial Statement or Balance Sheet prior to Executive Director's consideration of approval of self-insurance and annually thereafter evidence of financial capacity to cover the self-insurance.
7. Operator agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Operator has complied with all laws pertaining to self-insurance.

M. Accident Reports

Operator shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Operator's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Operator, its officers or managing agents.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Operator agrees that it will not enter into other contracts or perform any work at the WTLA without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Operator acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Operator may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Operator utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Operator from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Operator, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The

provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

XIII. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Operator shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XV. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVI. TRADEMARKS, COPYRIGHTS, AND PATENTS

Operator agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Operator in the performance of this Agreement.

XVII. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Operator relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Operator or its employees or agents in any manner except and only to the extent

necessary in the performance of the work under this Agreement. In addition, Operator is required to safeguard such information from access by unauthorized personnel.

XVIII. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Real Estate, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Operator shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XIX. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Operator declares that its authorized TIN is 95-1691337. No payments will be made under this Agreement without a valid TIN.

XX. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Operator shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXI. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Operator and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Operator and/or Subconsultant's employees.

The Operator and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Operator and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Operator or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXII. EQUAL BENEFITS POLICY

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Operator shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Operator and pursue any and all other legal remedies that may be available. See Exhibit F.

XXIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Operator shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit G.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Operator shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Operator and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XXIV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Operator and/or any Subconsultants are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising by Operator and any Subconsultants for certain elected City officials or candidates for elected City office. Operator and any Subconsultants shall comply with these limitations wherever applicable. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

XXV. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Operator agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXVI. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XXVII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XXVIII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed

against the drafting party shall not be applicable.

XXIX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XXX. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXXI. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXXII. PRIOR AGREEMENT

This Agreement shall succeed Agreement No. 2515. From and after the effective date of this Agreement, Agreement No. 2515 shall have no further force or effect.

XXXIII. NO POSSESSORY INTEREST

No possessory interest in any part of WTLA is conveyed or accrues under this Agreement and Operator acknowledges same. Ownership of WTLA premises, including the real property, buildings, facilities, improvements, fixtures, equipment and other property constituting WTLA shall remain vested with the City. Accordingly, City and Operator agree that nothing in this Agreement shall entitle Operator to file any claim, lien or notice against any real property owned by City. Operator waives any right it may now or hereafter have to record a lis pendens against WTLA property if a dispute arises under this Agreement.

XXXIV. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____

By _____
Eugene D. Seroka,
Executive Director

Attest: _____
Secretary

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF THE HARBOR AREA

Dated: 10/19/2016

By Mary Jo Walker

Mary Jo Walker, Board Treasurer

Attest Phylic Weatherston

Phylic Weatherston, Bd of Directors
(Print/type name and title)

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APPROVED AS TO FORM AND LEGALITY

Oct. 24, 2016

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By 
CHRISTOPHER B. BOBO, Assistant

CBB/jrs/cp
5/23/16

Account # 54290 W.O. #
Ctr/Div # 0424 Job Fac. #
Proj/Prog # 000

Budget FY:	Amount:
16/17	23,625
17-18	25,990
18-19	28,590
19-20	31,450
20-21	34,600
21-22	38,065
22-23	41,875
23-24	46,065
24-25	50,675
25-26	26,545
TOTAL	\$347,480


For Acct/Budget Div. Use Only:
Verified by: 
Verified Funds Available: 7065
Date Approved: 10/20/16

EXHIBIT "B"

SCOPE OF WORK

Operator shall perform and be responsible for ALL functions necessary to successfully operate a child daycare center which include, but are not limited to, the following:

1. Obtain and maintain all necessary licenses and permits;
2. Operate the Center at Operator's sole cost and expense;
3. Assign a principal on-site manager for the Center who has at least a minimum of three years of recent experience managing or operating a child care center;
4. Identify and maintain necessary staff-to-child ratios and substitute caregivers trained for each specific age group with provisions to ensure continuity of child care during shift changes and absences of regular staff;
5. Provide child daycare services from 6:30 a.m. to 6:00 p.m., Monday through Friday, except during holidays;
6. Operator shall provide a system for receiving and releasing the children, which protects their safety and security;
7. Provide nutritional food in the morning, afternoon, and late afternoon with consideration of specific needs, or age-appropriate diets;
8. Operator shall establish and maintain a child care program with effective procedures to ensure the health, safety, and security for all persons involved in the program;
9. Operator shall develop programs/curricula that offer age-appropriate activities and experiences that will aid in a child's growth and development that will help them prepare for school;
10. Provide transportation to and from the Center during approved field trips or activities outside the Center;
11. Establish a plan to be used during emergencies and disseminate and post at the Center, as necessary;
12. Operator shall maintain a contact list of names, phone numbers, and emails of parents/guardians of each child. This list shall also contain

multiple contacts with the family or extended family and all available medical or other emergency contact information;

13. Perform daily custodial duties to be conducted after the child care facility is closed, including emptying trash bins and diaper bins, as the need arises, and pressure washing of exterior, as needed;
14. Repair and maintain all equipment at Operator's expense and provide a maintenance schedule for all equipment (including playground equipment), appliances, and furniture at Operator's expense. Repair work must meet local, state, or federal regulatory requirements, as applicable;
15. As necessary, replacement of such equipment, appliances, and furniture and ensure that replacements meet applicable local, state, or federal regulatory requirements;
16. Provide services at reasonable rates that take into consideration the City-provided privileges including free rent, existing equipment, furniture and fixtures, as well as utilities including water, electricity, gas, telephone, and Wi-Fi; and
17. Develop goals for the Center's operations and formulate a budget that demonstrates the Operator's ability to provide for all expenditures for the current year, and plan for the subsequent years.

Operations, Budget and Fundraising

1. Maintain records of operations such as enrollment register, waiting list, income and expense records, financial statements, bank statements, payroll records, injury reports, and other related information for the daycare facility;
2. Operator shall reserve 25% of the Center's spaces to be occupied by children of low and middle-income families, as defined by the City of Los Angeles Human Services and Family Development Division;
3. Pay for all training, salaries, and benefits of its employees in compliance with the City of Los Angeles Living Wage ordinance, or higher, as the Operator deems competitive and reasonable;
4. Promote the Center to maximize participant enrollment and recruit new enrollees, if needed; as necessary, apply for grants and fundraise to supplement operations;
5. Create and maintain a website for the Center to provide current and public information, as well as to promote the Center, distribute materials, surveys, and other information as the City and Operator deem appropriate;

6. Assess and collect tuition and other fees as appropriate at rates preapproved by the City, use fees collected for the operation of the Center, and accept all risks, full liability, and complete responsibility for any operating losses in managing the Center. Operator shall receive tuition fee subsidy from the Harbor Department for the children of its employees who are enrolled in the Center; and
7. Pay all taxes, liens, penalties and assessments of any kind levied upon the Operator, or activities associated in the operation of the Center.
8. Provide the Executive Director a 30-day written notice for any proposed increases in tuition and other fees and allow the Real Estate Director two weeks to provide comments.
9. Operator shall request written approval from the Executive Director or designee for any increase in tuition fees at or above 10% within any 12-month period;

Annual Reporting Requirements

1. By August 15th following the initial year of the term of this contract, and every year thereafter, Operator to submit the following reports:
 - Goals for the year, including:
 - Fundraisers and or grant applications
 - Replacement of equipment, appliances, furniture, etc. (as necessary)
 - Curricula/Program description for each age group
 - Financial statements, including:
 - Proposed Operating Budget
 - Fee Schedule
 - Balance Sheet
 - Profit and Loss Statement
 - Cash Flow Statement
2. By February 15th following the initial year of the term of this contract, and every year thereafter, Operator to submit the following reports:
 - Status on goals for the year
 - Fundraisers and or grant applications
 - Replacement of equipment, appliances, furniture, etc.
 - Financial statements, including:
 - Actual Operating Budget
 - Balance Sheet
 - Profit and Loss Statement
 - Cash Flow Statement

Itemized Budget Report for the past reporting period
Receivable and payable aging report

- Significant events/accomplishments in the past year

Licenses

Operator shall provide copy of accreditation document(s) as well as a copy of subsequent application/submittals for the renewal of its accreditation (and supporting documentation) within 30 days after submission. Operator to submit renewal certification upon receipt.

EXHIBIT "C"

YWCA OF THE HARBOR AREA & SOUTH BAY Response to Request for Proposals for Child Daycare Center Operator

2A. Firm Qualifications, Experience and References

The YWCA of the Harbor Area & South Bay has provided child care services to the local community for over 40 years. These services have included early childhood education programs for infants, toddlers, pre-school, kindergarten and after-school programs. Our goal has always been to provide the best quality services at the lowest cost to assist working families. The mission of our organization is to eliminate racism and empower women. Our curriculum is based on this mission statement and we seek to empower women by providing a safe, loving, and educationally-stimulating atmosphere for their children so they can pursue their own career or educational goals.

The YWCA of the Harbor Area has been the WORLDTOTS LA (WTLA) operator since September 1994. Many Port employees have enjoyed the convenience and peace of mind of having WTLA located so close to their place of work. The WTLA employees are familiar with the needs of the Port families, as well as those of other WTLA families. They bring a loving commitment to each child on a daily basis, while conforming to all State licensing and curriculum standards.

Ms. Laura Loza is the Director of Child Development Programs for the YWCA and the current Director of WTLA. Ms. Loza holds a Master's degree in Business Administration (2009) and a Bachelor of Arts in Human Services (2007), both from University of Phoenix. She also possesses a current State of California Program Director's Permit.

Ms. Loza has over 20 years of experience in both teaching and supervision of early childhood programs. She has served in her current position since July 2010. Ms. Loza, as is true for all staff at WTLA, is current in her First Aid and C.P.R. certifications. The training required to receive these certifications is given during one of the two training days held each year for all childcare staff. The childcare centers are closed on these days and training is conducted at the YWCA building.

The YWCA operates a second childcare center out of the previous school building at St. Peter's Episcopal Church on 9th Street in San Pedro. This center has a capacity for 60 children, similar to WTLA, and is set up for infants, toddlers, preschool and pre-kindergarten children. It was established in 2008 and the YWCA works closely with members of the St. Peter's congregation to insure a smooth flow of information regarding enrollment, maintenance, marketing and other issues. During 2015, the YWCA received a grant from the State of California to provide childcare services for 3- and 4- year old children whose parents are working or going to school; are homeless; or have a child being supervised by the Department of Children's Services. The children covered by this grant are being served at WORLDTOTS San Pedro.

YWCA Child Care Mission Statement

The YWCA of the Harbor Area values a philosophy of child development that recognizes and respects the uniqueness of each child's growth patterns, and cognitive, social, emotional, and physical needs.

The YWCA incorporates into its curriculum the experiences of different cultures. We encourage children to feel good about their own culture and to respect the diversity around them.

The following guiding principles are of great importance:

- Constructive, supportive and honest feedback
- Understanding of one's own strengths, weaknesses and preferences
- Significance of a child's self-confidence

We value parents, faculty and staff who support the integrity and acceptance of each individual. We promote open communication between home and school, a partnership in learning, and the idea that all children and adults continue to work and learn throughout their lives.

Above all, the YWCA is committed to providing an environment for children that fosters self-esteem and pride in one's achievements and provides opportunities for parents to feel this same pride.

References

Letters have been provided by various individuals, vendors and organizations that interact with WTLA staff and children in various capacities. Each letter represents an element of support or interaction that contributes to the childcare center curriculum and overall experience. (Letters are included in Section IV.)

2B. Personnel and Staffing

Current staff at WTLA includes the Director of Child Development Programs (currently serving as Director), a Lead Teacher, Infant Teachers, Toddler Teachers, and Pre-School/Pre-K Teachers. Job descriptions for each of these staff members are included under Section V of this proposal. These personnel are responsible for the supervision of all children in the Center according to their room assignments. They are required to observe all State licensing and NAEYC standards with regard to the care, safety and educational curriculum at WTLA.

The YWCA board of directors is aware of the City's efforts to raise the minimum wage. As a YWCA focused on empowering women, we are planning to increase staff wages to at least \$15/hour within the next two years of operation. We believe this is vital to for

staff motivation and awareness of their importance in the education of the children served by our childcare centers.

Section V includes several documents related to the staffing of the WORLDTOTS LA childcare center. Along with the job descriptions in Section V is an organizational chart for the YWCA chain of command. Included is a Personnel Report indicating work hours/shift for each WTLA employee. All employees work full-time to ensure proper supervision and teacher/child ratios for overall health and safety.

Also included in Section V is a spreadsheet that lists information on each staff member's education, certifications, and other skills. A resume for each staff member currently employed at WTLA is included in Section V.

2C. NAEYC Accreditation Information

In November 2012, Ms. Loza led the WTLA team to achieve NAEYC accreditation for a period of 5 years. The criteria assessed in order to meet program standards included Relationships (93%), Curriculum (93%), Teaching (96%), Assessment (100%), Health (100%), Teachers (100%), Families (100%), Community Relationships (100%), Physical Environment (96%), and Leadership & Management (100%) (See Exhibit 1). All required criteria were met and no deficiencies were identified. There are very few centers in the local area which have achieved this national recognition. The extraordinary effort made by Ms. Loza and the WTLA team is to be commended. Many hours of hard work went into the preparation for the NAEYC assessment. In the end, it is the children and their families who benefit most from this achievement. The YWCA is committed to maintaining this standard of excellence for WTLA, as well as achieving it for our other child care centers.

During July 2015, an NAEYC accreditation analyst made an unannounced visit to WTLA. In order to maintain NAEYC accreditation, a program must meet all required criteria and receive a minimum score of 70% for the criteria in each classroom group. During the July visit, the overall percentage scores were as follows:

Infant – 94%
Toddler – 92%
Preschool – 91%
PreK – 91%

A similar unannounced visit by Community Care Licensing in July 2015 resulted in no findings or violations.

In August of 2015 we received a letter from NAEYC regarding our achievement of continued accreditation. A copy of the letter is included in Section VI.

In order to maintain in our program, there is constant review and monitoring of NAEYC accreditation requirements. The Director engages families, YWCA board members, and childcare staff regarding the NAEYC accreditation process through surveys and program improvement planning. Constant attention is given by the Director to maintaining and improving environment, curriculum and processes to insure a quality program.

Classroom Arrangement—the Early Childhood Environment Rating Scale (ECERS) is a guide used by different early childhood professionals in over 10 countries. It is a scoring system to recognize and improve child development centers with reliable and valid observations based on key subscales and items:

1. Space and Furnishings
2. Personal Care Routines
3. Language Reasoning
4. Activities
5. Interaction
6. Program Structure
7. Parents and Staff

ECERS is used to evaluate our classroom curriculum and activities to insure we are providing the highest quality child care services.

Monitoring methods—Child development portfolios are created for each child as they enroll. These portfolios are reviewed one month after the child's start date and every 6 months thereafter by the Director to track progress.

2D. Proposed Services, Policies, and Procedures

Compliance with Port Contract Provisions

The YWCA administrative staff is familiar with all contract provisions and will insure that all requirements are met in a timely manner. This includes collaboration with the Center Director regarding parent accounts and attendance reporting, compliance with the Affirmative Action and Living Wage ordinance provisions, maintaining proper insurance coverage, and periodic reporting requirements regarding WTLA operations. Proper maintenance and repair of the WTLA facility in a manner consistent with licensing guidelines will be coordinated by Ms. Laura Loza, Center Director.

A letter from our insurance carrier, Mr. Jay McDonnell, is included in this proposal under Section III, along with Bidder Contributions CEC Form 55, and a copy of the YWCA City of Los Angeles Business Tax Registration Form.

To date, the YWCA staff has maintained excellent working relationships with all Port personnel involved with the use and maintenance of the childcare facility.

Compliance with Title 22 requirements

The Center Director will act on feedback from licensing analysts and correct problem areas. Director is always cognizant of licensing requirements and monitors the Center's activities, physical plant, and child safety to insure compliance. In addition to licensing standards, the Director will insure that all NAEYC standards are constantly being met.

Emergency Disaster Plan—Although Community Care Licensing (CCL) only requires 2 drills a year, WTLA staff conducts monthly emergency evacuation disaster drills with children and staff. These drills are conducted randomly to address fire, earthquake, and lockdown situations, for a total of twelve drills annually—four for each specific situation. An evacuation and disaster plan has been developed and posted, including a means for the evacuation of infants. This plan is reviewed with parents prior to enrollment.

The Center has a three day supply of food and water with a shelf life of five years. In addition to this, we ask all families to create a disaster kit with personalized items for their child, including a picture and note.

Each parent is asked to provide an emergency contact list of names and telephone numbers for each child. This list includes multiple contacts within the family, or extended family, and all available medical or other emergency contact information.

All staff receives safety training per state law and a safety committee has been established at the site.

Security—General security is provided by the Port Police. However, to ensure the security of the facility and the safety of the children, the following procedure is utilized:

The Center Opening Team checks the facility prior to opening to ensure that no dangerous conditions exist. It is important to control access to the facility so that only parents or other legitimate visitors may enter. The reception area is monitored during peak drop off and pick up times and has a locked door and buzzer system to ensure that staff is aware of all persons entering the children's section.

All children are signed into and out of the program each day (full signature required). Time of arrival and departure is also noted. No child is released to any adult other than a parent or legal guardian without written authorization by the parent or legal guardian. A copy of any restraining order must be on file if the YWCA is to refuse the other parent access to a child. Written notification is required for changes of adults designated to pick up the child. All persons must be prepared to show proper identification in order for staff to release a child to them.

The YWCA in all its child care programs insures that the personal rights of all children, especially as outlined in Title 22, CCR, Section 101223, are protected. Policies are established which deal with the various rights including discipline policies which prohibit the use of physical discipline. Our policies promote general respect for the individual

and the rights of parents to either utilize the YWCA's own complaint procedures or report complaints to the licensing agency. All parents receive a copy of the Title 22 "Personal Rights" which is signed to indicate that they have been so advised.

Playground Safety—California Playground Safety Regulations (California Code of Regulations: Title 22, Division 4, Chapter 22) requires all existing child care and development facilities to complete an initial playground inspection by October 1, 2000. The purpose of the initial inspection (which must be performed by a person certified by the National Playground Safety Institute, ("certified playground inspector") is to identify any changes in design, installation, inspection, maintenance, and supervision of playgrounds that are necessary to safeguard the health and safety of California children and comply to the extent required by Section 115730 of the Health and Safety Code. The Verification of Playground Inspection Form will be used to certify that agencies applying for playground safety funds have complied with the inspection requirements described in Chapter 22.

Selecting and training qualified staff—The YWCA seeks to retain qualified child care staff that are committed to the YWCA program philosophy and to assist staff in achieving their own potential by providing appropriate training opportunities.

All staff qualifications at WORLDTOTS meet or exceed Title 22 requirements. Only fully qualified teachers are hired; the center does not utilize "Aides." This ensures a higher quality of care. Ratios of teacher to children are maintained at "accreditation" levels (rather than at Title 22 levels), ensuring closer supervision. Job descriptions outlining minimal requirements for employment in the various job classifications at the Center are included in Section V of this proposal. All credentials are checked, references are carefully reviewed and checked, procedures established by the State for fingerprinting and health clearances are followed. Our staff is carefully screened and interviewed. The characteristics of a good Director and teacher include love for children, respect for all individuals and sensitivity to various needs. We also have some bilingual staff, which is reflective of the diversity of the harbor area cities, including San Pedro.

The YWCA Executive Director and our Director of Child Development Programs will continue to hire staff who are ethnically and culturally representative of the children in the program and the community by following our affirmative action recruitment and hiring plan. This plan includes advertising full position requirements, screening applicants to meet requirements; a fair and objective interview process; reference checks, fingerprints clearance, and review of the job description.

New staff members receive an orientation training session covering the program, personnel policies, philosophy, and safety procedures. Each year, staff receives a written evaluation and a personal interview with their supervisor designed to promote professional excellence. The written form includes a place for staff members to set individual goals and request training they feel they need to achieve these goals.

The YWCA maintains an annual program for staff training. Topics reflect the needs identified by formal and informal evaluation, input from biweekly staff meetings, parent meetings and conferences. Staff training is conducted twice a year and is documented in each staff member's personnel file.

Program staff will be advised at weekly staff meetings of workshops, classes, and any other career programs that are offered in the area. These notices are posted on the staff bulletin board as well.

The YWCA will continue to maintain close ties with Harbor College and other training programs which may offer opportunities for staff development. Whenever possible, the YWCA will arrange for flexible scheduling to accommodate class schedules. Staff are also encouraged to participate in workshops and conferences held by outside agencies, which also, in accordance within the Employee Policies and Procedures Handbook, can be subsidized by the YWCA.

Transition Process to New Operator

Should the YWCA be selected once again as the Childcare Center Operator, there would be no transition process necessary. However, if we are not selected as the new Operator, we would be supportive of the new contractor and assist them in any way possible to ease the transition for the children and their families. This would include sharing all record-keeping, reporting mechanisms, and planning to insure the continued success of WTLA for the benefit of Port employees and the local community.

Maintaining effective communication between staff and parents

Communication with families includes daily conversations with parents regarding a child's development and progress; monthly newsletters featuring positive discipline methods, staff anniversary and birthday recognition, and activities updates; Facebook and website updates; the parent summer binder created by a Port of LA parent; and daily child contact sheets.

We encourage parents to visit the Center any time. It is important for us to know that they are comfortable and satisfied with the care their child receives while attending any YWCA child development program.

Each family receives a parent handbook that has been designed to better acquaint families with our services, policies and procedures. We encourage families to take the time to read the entire handbook and refer to it for future reference. After families have read this handbook, we ask them to sign a policy agreement stating their intent to abide by all policies. We are happy to discuss any questions, comments, or concerns, with our parents. (A copy of the Parent Handbook is included in Section VII.)

Parents receive periodic updates regarding their child's developmental progress based on observations and evaluations made by their teachers. This information is kept in a portfolio for each child and shared with the parents to create a plan for addressing any educational/developmental needs. More information regarding these portfolios is provided in Section 5 below.

Policies and procedures regarding pick-up/drop-off of children

Sign In and Sign Out—The State of California Title 22 regulations require that all children be signed into and out of the center each day by an authorized adult 18 yrs. old or older. This requirement is met by providing a full signature by the authorized adult and must indicate the time of drop off and pick up of the child brought into or taken from the Center. Failure to either sign-in or sign-out a child will result in a \$5.00 fee for each incident.

Late Pick Up—Center hours are from 6:30 a.m. to 6:00 p.m. Picking up a child after the closing time will be considered overtime and subject to a "late pick-up fee." Children checked out after 6:00 p.m. will subject the parent to a \$20.00 fee for every 5 minutes or any portion thereof per child which will be due and payable the following morning. We understand that occasional emergencies may arise; however, continuous late pick up may result in the removal of the child from the program.

Policies and procedures for enrollment, admission and discharge

Enrollment Process—A pre-registration interview is arranged with the WTLA Director and the child's parent(s). This interview allows parents to discuss the policies and procedures of the Center and to have any questions or concerns addressed.

Tuition Payments—Tuition is due on the Friday before or the Monday of the child care week being provided. Payment is considered delinquent if not paid by 6:00 p.m. on Friday evening. A \$35.00 late fee is incurred if payment is not received by Friday at 6:00 p.m.

Returned Checks—A service charge of \$35.00 will apply to any check that is returned. The parent will be asked to provide payment by money order for the original charge plus a service charge of \$35.00, plus the \$35.00 late fee. If a second check is returned, future payments will be accepted by cash, money order or cashier's check only.

Notice of Withdrawal—Two weeks' written notice of intent to withdraw is required. In addition, two weeks' PREPAID tuition must accompany the notice, whether the child attends the last two weeks or not. This notice enables us to fill empty spaces in a timely manner.

Attendance—If a child is going to be absent for the day, the Center must be notified no later than 9:00 a.m. This allows the Director to make any necessary adjustments to staff schedules and provides ample time to prepare the proper amount of food for snacks.

Vacation—One week's vacation credit may be obtained per fiscal year (July to June). Vacations may be requested after the child has been in the Center a minimum of six months.

Termination: The YWCA may terminate enrollment of any child for continual late pick up, ongoing disciplinary problems or for failure to pay tuition.

Daily Health Check--A daily visual health check is performed by a staff member upon each child's arrival at the center. A child may not be dropped off without informing a staff member of your arrival. Sick children may not be brought to the Center.

For the protection of all children, children should be kept home if she/he shows any of the following symptoms:

- A temperature (100.3 degrees or above)
- Diarrhea or vomiting
- Any unidentified sores or rash (involves part of the body or a section of skin)
- Presence of severe/excessive cough/wheezing
- Any thick, watery, yellow, green, or white discharge from body.
- Stomach ache lasting more than an hour
- Visually head lice and nits

We reserve the right to deny care for a child who is seriously or contagiously ill who we feel might jeopardize the health of other children in our care. If a child shows signs of any above symptoms, becomes feverish or seriously ill while in our care, we will contact the parents and/or emergency contact and expect them to make arrangements to pick up the child within the hour. Children who are sent home due to any of the above symptoms need to be free of symptoms for at least 24 hours before returning to the Center. If a child does not attend school due to an illness, the parent is still responsible for tuition. If a child is out three or more consecutive days or with a communicable disease (lice, chicken pox, measles, etc.), a written physician's note is required for re-admittance.

Policies and procedures for reporting injuries

All child injuries are communicated to the parent and documented in the child's file. In the event of a medical or dental emergency, we will immediately call 911 and provide first aid and assistance. We will notify parent/guardian as quickly as possible. In other urgent situations we will call the parent/guardian immediately. If the parents are not available, we will begin to call those individuals listed on the emergency contact sheet to

pick up the child. If we are not able to reach anyone on the list, and believe the child needs immediate medical attention, we will transport the child to the closest appropriate emergency assistance with the Medical Release/Emergency Information Form from the enrollment package completed and signed by parent/guardian. We will continue to try to notify the parent of the situation. A Center Teacher or Administrator that your child is familiar with will stay with your child until a parent, guardian or emergency contact arrives.

Repairing and maintaining equipment under Operator's responsibility

The Center Director will be responsible for daily inspection of all equipment and will report any necessary repairs/maintenance to the YWCA Executive Director for further evaluation and action. The YWCA will arrange for regular custodial and other maintenance services to insure the safety and health of the children in accordance with licensing and accreditation standards.

2E. Annual Child Care Operational Program and Events

Curriculum

The Creative Curriculum for Preschool is based on 38 objectives for development and learning, which are fully aligned with the Head Start Child Development and Early Learning Framework as well as early learning standards for every state. It is presented in knowledge-building volumes and daily practice resources. The Creative Curriculum also offers daily opportunities to individualize instruction, helping teachers meet the needs of every type of learner. This curriculum addresses all the important areas of learning—from social-emotional and math to technology and the arts—and incorporates them throughout every part of every day. In addition to these elements, it also offers daily, built-in opportunities for observation, helping teachers and administrators clearly see the strong relationship between curriculum and assessment. Because we serve children whose first language is not English, the Creative Curriculum is helpful because it provides strategies for working with English- and dual-language learners, including detailed guidance to build teachers' knowledge about best practices. As a whole, the Creative Curriculum provides options for working with all learners, including advanced learners and children with disabilities.

The Creative Curriculum for Preschool provides the theory and research foundation of the curriculum and helps teachers set up their classrooms. It contains everything teachers need to know in order to build and implement a high-quality preschool program.

The Creative Curriculum for Preschool Daily Resources provides step-by-step guidance in the form of Teaching Guides, Teaching Cards, and additional daily teaching tools. These resources offer a wealth of ideas and detailed plans for filling every day with

meaningful and engaging experiences for all children. Six Teaching Guides provide daily support for the entire school year, offering comprehensive, detailed plans that cover several weeks and guidance through each day. Teaching Cards provide playful and engaging activities with directions to help teachers individualize each activity to meet the unique needs of the learner. Mighty Minutes help teachers turn every minute of the day into learning opportunities promotion language, literacy, math, science, social studies and physical skills during "in-between" times. The Teaching Strategies Children's Book Collection features beloved classic tales, contemporary works by award-winning authors and illustrators, and original non-fiction titles for use when reading aloud. The Teaching Strategies Children's eBook Collection (DVD) features English and Spanish titles that have been adapted for the eLearning environment.

Program Goals

Assessment Plan—All children enrolled in WTLA participate in an ongoing assessment of development that is both a formal and an informal process maintained in individual uniquely designed portfolios with a systematic tracking approach where each child is evaluated one month from enrollment date and every six months until the child begins kindergarten. This process has an impact on the family and Center, and should be an integral part of family goal setting, parent education, and curriculum development. These processes are *not* just scores on paper that determine eligibility for services—they are tools to organize observations about a child and their family's needs and resources. If it is determined that English is not their first language, an additional English language acquisition will be added to the child's assessment component.

Formal procedures for ongoing assessment include the use of a published developmental profile, health and medical follow ups, developmental work sample collecting, written observations, and individual photographs where the child is shown demonstrating developmental milestones. Our approach includes a method for documenting observations. Written objective observations of each child are noted in relation to the child's environment and daily routines. Every child is assigned to a primary teacher who is responsible for collecting and reviewing data with each child's family. The developmental assessment provides information about a child's developmental level based on the primary teacher's view point. All WTLA teachers are trained on how to use the tool, how it was developed, and what it is intended to measure, as well as the limitations of the tool based on reliability and validity. In order to properly utilize this tool, WTLA staff has developed:

- Excellent observational skills and a thorough knowledge of early development;
- Understanding of the proper use and interpretation of screening and assessment tools;
- Relationship-building skills with both children and adults;
- Maximum utilization of screening, ongoing assessment or evaluation results; and,
- Ability to effectively communicate those results to families and other professionals.

Given the considerable variation in the normal range of development during the early years, teachers have sound knowledge of the typical sequence and timetable for different areas of development. This knowledge allows the assessor to recognize what should emerge next in the child's development, if the child is making adequate progress in obtaining new skills, and the quality of the child's skills in a given area. It will also allow the teachers to determine the appropriate strategy for making gains and meeting developmental challenges.

After all data and assessment has been completed, a family conference form is created with the child strengths, needs, and future developmental goals that are agreed upon by the primary teacher and family. Family members are an integral part of the entire developmental process.

Informal procedures include conversations with parents to understand the nature of the relationships between child and parents, the social and emotional support systems of the child and family, and other environmental or situational factors such as safe housing, employment, and quality parenting. A process for tracking change over time and the outcomes of any referrals are noted in the child's portfolio.

Enrolled families with children suspected of having a developmental disability are promptly referred to the local, early intervention agency designated by the City to coordinate any needed evaluations, determine eligibility for additional support services, and coordinate the development of an IFSP (Individualized Family Service Plan) for children determined to be eligible under the guidelines of the State program.

Lesson planning requires thoughtful and specific attention to the elements that result in an effective process. Our written lesson plans include the goals for children's development and learning; the experiences through which they will achieve these goals; what staff and parents do to help children achieve these goals; and the materials needed to support the implementation of the curriculum.

The assessment process is used to determine if a child's developmental skills are progressing at the expected level, or if there is concern about developmental functioning and whether a more in-depth assessment is warranted. By its very nature, a developmental screening is brief and global. Based on the results of the screening, the decision will be made that the child is functioning within normal limits, or that a potential problem requires a more in-depth evaluation.

Regardless of the decision, the screening process itself provides a preliminary profile of the child's abilities, challenges, resources, and needs. All this information is a rich resource for individualizing the curriculum to support each child's particular learning style and enrich curriculum experiences. Thus, the goals of the curriculum relate to the underlying developmental capacities, not to the content of the screening tool, and provide a variety of experiences to support the emerging capacities.

The YWCA of the Harbor Area & South Bay Child Development programs have a written plan for children's assessments that describes assessment purposes, procedures, and uses of the results. The assessment system is called, Teaching Strategies GOLD.

Assessment—To plan instruction that supports the learning and development of every child successfully, teachers need a system of ongoing assessment that helps them gather important information about each child. Our assessment system explains the typical sequence in which children's knowledge, behaviors, and skills advance.

The 38 objectives in the assessment system are the starting points for assessment. Teachers use them to focus their observations, think about what they learn, and respond appropriately. Although assessments are ongoing and teachers use what they learn each day, teachers reflect 3-4 times a year to determine what they have learned and to summarize a child's skill level and behaviors at those points in time. Teachers are the most important factor in how children experience the care and education they receive in early childhood programs.

Children will be assessed through authentic, observation-based anecdotal descriptions of their meaningful everyday experiences in the classroom or playground. By documenting how these observations relate to objectives, the assessment becomes an ongoing cycle. Teachers observe and collect facts; analyze the documentation they have collected and then respond by mapping out the child's learning and planning instruction; evaluate each child's progress; summarize, plan for, and communicate children's progress to families and other staff.

There are six components or tools used during the assessment cycle:

- Objectives for development and learning from birth through five years old
- Child Assessment portfolio
- Individual anecdotal descriptions for all areas of objectives
- Time lines for assessments
- Reflection
- Family Conference Form

Child Assessment Portfolio—Teachers collect and store documentation and evidence such as: samples of work, photographs, and observation notes or anecdotal descriptions. Teachers will create an assessment portfolio for each child. This will become part of the child's record that is passed along to subsequent classroom teachers.

Confidentiality—The teacher's knowledge of each child and their ability to support each child's optimal development and learning helps in achieving positive outcomes for all the children in our program. It also helps identify children who might benefit from special help, screening, or further evaluation. No child's information including, but not limited to, documents notes, files, records, oral information, or similar materials may be

removed from YWCA's premises without the Director permission and may not be disclosed to anyone. Assessment materials are considered confidential and private to anyone outside the YWCA team, except where required for business purposes. Such items are considered highly confidential and are kept in a secure area accessible to staff only.

Assessment system checkpoints—The way to capture what children know and can do is by observing them in the context of their everyday experiences and by documenting how these observations relate to objectives.

1st progress checkpoint—conducted one month after child's enrollment date. Review documentation. Assign each child a level on each applicable objective. Summarize findings on the family conference form. Share information with families.

2nd progress checkpoint—conducted six months after child's enrollment date. Review documentation. Assign each child a level on each applicable objective. Summarize findings on the family conference form. Share information with families.

3rd progress checkpoint and ongoing—conducted six months after last assessment. Review documentation. Assign each child a level on each applicable objective. Summarize findings on the family conference form. Share information with families.

The assessment system enables teachers to follow each child's development and learning and to use what is learned to ensure that every child progresses. Planning for children on the basis of assessment information is an art. There are no formulas or quick fixes. It takes time, practice, and reflection to determine what support a child or group of children need. The rating scale is used to assign a value to the child's level on a particular progression. The "in-between" boxes allow for more steps in the progression, so teachers can indicate that children's skills are emerging in a particular area but are not yet solid.

Family Conference Form—Before the family conference an important task is to summarize information to share with the child's family during a conference. The child's strengths, expectations, and goals are highlighted using examples of what the child can do in the different areas of development and learning. The language used is clear, concise, and family friendly.

Family Conference—Individual conferences are scheduled and conducted with parents in a comfortable setting which provides privacy and insures confidentiality. Teacher observations are discussed and family members are invited to share information and contribute to the assessment data.

Goals for the child's learning are discussed and recorded in the space provided on the conference form to involve families in planning and implementation methods. Next steps for school or home are discussed and recorded by the teacher.

Teachers are encouraged to end the conference on a positive note and have the family member sign the family conference form. The original copy is placed in the child portfolio and a copy is provided to the family member.

Program Activities for the Children—Our goal is to provide activities for children so that each child can develop his or her social/emotional, physical, language, cognitive, literacy, mathematics, science and technology, social studies and creative art capabilities and exploration.

Children will learn respect, self-discipline, and build self-esteem and personal satisfaction through positive interactions with teachers and other children.

Materials will be provided by the teachers that promote independent growth and are appropriate for the wide range of ages and developmental stages in infant, toddler and preschool programs.

Children will develop fine and gross motor skills through provision of a wide range of indoor and outdoor activities including those activities that promote cooperative behavior in the group as evidenced by lesson plans observations, and developmental assessments for each child.

Children will learn basic skills needed to move on in the educational system. Preschool children will be exposed to activities at their own level which develop literacy, mathematics, science and technology, social studies and creative art capabilities and exploration. Group projects/activities will be used to strengthen skills in academic areas.

As shown in the developmental assessment, children will increase skills in thinking and problem solving, and improving their ability to concentrate. Group activities may include the use of projects, teacher prepared environments, field trips.

Children will develop language skills so they can express their needs and ideas through the use of developmentally appropriate academic activities involving verbal and written expression, as documented in lesson plans and in the children's developmental file.

Children are encouraged to express themselves and their individuality through art, music, dramatic play, manipulative and quiet times, as noted by observations and assessments. Teachers will use these opportunities to help children learn to value themselves and the process of creative expression.

Children will learn to value diversity by experiencing aspects of various cultures and ethnic backgrounds, as shown by notes of teacher observations and children's interaction patterns. Program will provide contacts with adults from different backgrounds and multi-cultural experiences through field trips and projects including dance, cooking, and arts and crafts.

Family and Community Involvement

Opportunities are provided for families and the community to be involved in the school so that cooperative efforts will lead to a team approach to reaching goals and objectives. Community resources such as the Chamber of Commerce, service clubs, social service and government agencies are contacted at least once a year by the YWCA staff to determine what areas of cooperative activity might be possible to further the program. These might include providing field trip sites for children, providing volunteers or interns, donating materials, or for the YWCA to provide child care information or special seminars to businesses. Parents are involved in Back to School Night, Open House, Thanksgiving lunch, field trips, Week of the Young Child activities, and other YWCA events/activities.

Community Collaborations

County Department of Human and Family Services Toy Loan Program

WIC

Costco

Dairy Council of California-Free recipes, tool kits, Adult nutrition education booklets

Lakeshore

Children's Home Society

Crystal Stairs

Small businesses used to obtain infant/toddler changing gloves, food and supply vendors, and photography services

Field trip busses provided by Council District 15 and County Supervisor's Office

Port of LA Health Fair

Marine Mammal Care Center

Early Childhood South Bay Committee Member (Director)

Harbor College Early Childhood Education Committee Member (Director)

Program Evaluation

Our goal is to continually improve the quality of the program and the facility and to ensure that parent and children's needs are met. An ongoing program of formal and informal evaluation has been established to accomplish this goal. The Director of Child Development Programs will continue to ensure that the school meets the criteria of the NAEYC standards.

Parents have opportunities to evaluate the program and make suggestions for improvement at parent meetings and at parent/teacher conferences. Once a year parents are asked to evaluate the program in writing.

Teaching staff conduct a formal evaluation of the program, facility, staff development activities, and support services each year prior to participating in a group planning session.

Planned Social and Educational Activities

We will make every effort to facilitate children's transition from one teacher, one group, one classroom, and one program to another as smooth and supportive as possible. Continuity of care for children over a period of time is crucial, supporting between teaching staff and children, as well as between families and the program.

Preschool Program

Social/Emotional Development—Our program provides opportunities for sharing, caring, handling emotions and dealing with conflict through activities such as share day, monthly curriculum topics focusing on emotions, and through play with other children. Books that deal with behavior and emotion, such as the "Lets Talk About" series are used to stimulate group discussions. These books focus on aspects of behavior such as bullying, greed, being lazy, careless, tattling and responsibility.

Through learning centers, children are free to express their feelings and emotions with adult supervisors and with other children. Various types of art activities using clay, scissors, glue, crayons, and paint will enable children to express themselves creatively. Some of these projects involve interaction and cooperation with other children. Through indoor and outdoor play, children are also able to express themselves, learn to share and cooperate while learning responsibility and independence.

The development of self-esteem and positive self-concept is an on-going process within the school. Children learn self-esteem through modeling, respect from the adults around them, positive experiences in communicating, learning to set goals that are within reach, and pride in their effort and accomplishments. The child will be guided in the direction of self-discipline by being encouraged to use "words" to express feelings, rather than aggressive actions. When a behavior problem occurs, each child will be asked to explain what happened (define problem) and then asked to help solve the problem, reconcile with one another or respectfully be separated within the same area to reflect from the other children for a short period of time (2-5 minutes). They will then be invited to rejoin the group.

Values of the children's own culture and language diversity are promoted by introducing them into daily planned activities. The art, music and foods of different cultures are a part of our daily curriculum. We have been very successful in using the making of paper dolls from various cultures to introduce children to different societies and what they do. In addition, special events, such as a "Cinco de Mayo" celebration or celebrating Chinese New Year may be used to teach children words, numbers, and songs in other languages.

By the time a child is ready to graduate from our program into kindergarten, they will be able to function in a more structured environment. Our program is progressively more structured as children develop. We help children increase their ability to pay attention, listen, follow complex directions, and to show continued growth in self-control.

Physical Development—The program provides for the development of both fine and gross motor skills. Activities using Legos, scissors, glue, crayons, paint, peg-boards, and small blocks help in developing fine motor skills. Hand-eye coordination is developed through painting, coloring, collage making, and sculpting, all of which are daily routines in our program.

Activities to develop gross motor skills include walking, climbing, running, bicycle riding and other rough and tumble play. Group games such as "Red Light-Green Light", ball throwing, music and movement are also part of the program. Free outdoor play encourages the development of muscle coordination. In addition, it allows children to explore, discover, and enjoy their independence.

Cognitive Development--The development and understanding of concepts, improved thinking skills and the ability to problem solve are goals of our program. The program is designed to guide the child through new learning experiences and to expose the child to basic pre-kindergarten concepts.

Activities to aid children in learning problem solving skills at the preschool stage involve the use of props, toys, puppets etc., creating a situation (a puppet says "I want this game but it's too high for me to get") and enlisting the children in the group to solve the problem. The use of puppets, or role playing, has been used successfully to keep the children's interest. We believe it is important for children to be presented with choices or to generate options and giving them a chance to make decisions on their own will foster these skills.

During small group times, depending on the developmental level of the children, pre-reading and pre-math skills are developed. Younger children may learn through sorting, blocks, different shape blocks; older children may also use games (alphabet bingo) or have a more structured lesson (a lesson on concepts using concrete examples and child participation (e.g. high/low, under/over, taller/shorter or vocabulary). Basic science is promoted through hands on developmentally appropriate projects such as growing grass, tadpole watching, and using magnifying glass). Field trips down to the Harbor, Fire Station and Maritime Museum are part of the curriculum.

Language Development—The ability to communicate through language is essential in order for children to express their needs and ideas. Language is developed through listening – e.g. when a teacher reads out loud, through the use of nursery rhymes, taped stories, puppets etc. Children are encouraged to practice their formal language and share it with the other children formally during group time or morning circle time and informally in all interactions with children and teachers. Children learn that through language they can take care of their needs and express their feelings and desires.

Books, records, tapes and stories which highlight different cultures are also provided to enhance the concept of diversity and how we value differences. Time is allotted to answer and discuss a wide variety of concerns and curiosities. We also employ staff members who are bilingual and they may teach children words or songs in their own languages. Children in the program, who are from various cultures, assist in these activities and through this develop a pride in their own culture. As part of a child's individualized program, teachers may spend time teaching basic vocabulary and concepts.

Creative Arts Development—Our program allows the children daily opportunities to express themselves through different kinds of creative art and receive praise and encouragement for their efforts. Feeling good about the work they do and the things they create leads to a positive self-image. Materials such as paints, crayons, chalk, watercolor, paper, cotton, sticks, spangles, buttons, cloth, and other materials are readily available for children to use each day.

Creative activities using music, dance, hand and finger puppet play and skits, and our housekeeping and dress up areas are also utilized to encourage the children to express themselves.

Instructional methods used in the preschool program include the use of inductive teaching where center and teacher planned environments and activities are available for children to explore and experience new surroundings. Children are praised as they explore and try out new, creative ways of responding to the environment.

The Infant & Toddler Program

The YWCA of the Harbor Area supports a developmental approach to learning which meets the needs of each child in a safe, loving environment. Our curriculum revolves around the belief that the children need regular teacher/child communication and meaningful interaction. We understand that each child progresses at a different pace in the areas of emotional, cognitive, social, physical, and language development.

Teachers provide a range of activities relative to each child's level of motor development, creative movement and communication. Using games, interest centers (art, manipulative, etc.), singing & music and outdoor playtime, each child's self-esteem and independence is encouraged.

The daily curriculum allows for the necessary rest, feeding and diaper changing that children require. It is especially important to provide a loving, sensitive atmosphere during feeding and diapering to allow the child to establish trust in their caregivers.

Prior to enrolling a child in the center, an "Infant Needs and Services Plan" is completed by parents and the Director. This plan is updated no less than every 12 weeks since infants' growth and needs change rapidly. The plan includes a feeding schedule,

including a guideline and plan for introducing solid foods into the infant's diet, toilet training methods or preferences, and any individual special requirements or needs.

A daily child report form is completed which includes parent comments and a report to parents from the child's caregivers. It notes sleep patterns, diapering and feeding schedules followed that day.

Toilet training is based on an individual Toilet Training Plan when the child is ready and it is requested by the parent.

When parents leave their children at the Center, they must feel comfortable with and trust their child's caregivers. Each parent will receive a report on their child's activities and schedules each day, this gives parents and caregivers an opportunity to enter into a dialogue, thus continually improving and expanding the relationship between child, parent and caregiver.

Another important emphasis is that we encourage keeping infants and toddlers together with their teaching staff for at least nine months or longer if possible. This effort will help support the individual child grow and prosper in a comfortable environment.

Parents are encouraged to visit the center anytime to interact with their child, other children and Center staff. Parents may even wish to volunteer at the center.

All personnel, including the licensee, director and volunteers must be "in good health and physically, mentally, and occupationally capable of performing assigned tasks," per Title 22, Section 101216. As per this section, YWCA requires all staff to present proof of physical health by presenting a report of a health screening including a test of tuberculosis performed by or under the supervision of a physician not more than one year prior to employment or licensing. This health screening must indicate that the person is physically qualified to perform the duties assigned and doesn't have any condition which would create a hazard to themselves, the children, or other staff. Our policies also indicate that a physician's release in some cases may also be requested when returning to work from paid sick leave or other, short term medically related absences.

All personnel in the child care center are also required to have criminal record clearance and pending such clearance shall sign a declaration of prior criminal conviction as per Section 101216 of Title 22 requirements.

Childcare Program Menus

Shown on the next page is an example of a daily meal menu:

Breakfast	Whole grain Cereal ¼ inch cut Apples Whole/Non-fat Milk	Oatmeal Oranges Whole/Non-fat Milk	Whole grain Cereal bananas Whole/Non-fat Milk	Oatmeal ¼ inch cut Grapes Whole/Non-fat Milk	Whole grain Cereal Oranges Whole/Non-fat Milk
Lunch	Grilled Cheese Sandwich Cooked Lima Beans Oranges Whole/Non-fat Milk	Ham & Cheese Quesadilla Tomato soup Bananas Whole/Non-fat Milk	Turkey Hamburger Tator tots ¼ inch cut Grapes Whole/Non-fat Milk	Teriyaki Chicken Rice/Green Beans ¼ inch cut Apples Whole/Non-fat Milk	¼ inch cut Turkey Franks w/Beans Corn Oranges Whole/Non-fat Milk
P.M. Snack	Yogurt Graham Crackers	Cheeze-Its/ Goldfish 100% Juice	Cheese ¼ inch cut Melon	Animal Crackers 100% Juice	Yogurt ¼ inch cut Grapes

Meals

Food and eating habits are basic and vital to all of us. We provide the appropriate 3 nutritional supplements in the mornings, afternoon and late afternoon. However, we propose to continue to have the center participate in the CACFP program as we have for the past 12 years. This enables us to provide nutritional, healthy, balanced meals for the children on a daily basis at no additional cost to parents; the cost is included in the tuition rates. Since almost all of our parents are working, and many have little or no time to prepare a nutritious lunch, this service has been received very favorably. The food vendor prepares the lunches according to nutrition guidelines established by the government and then the meals are delivered to WTLA, ready to serve.

We want children to derive pleasure, as well as social nutritional benefits from mealtimes at the center. Snacks will include the necessary elements that young children need. Menus are varied and new foods will be introduced to give the children an opportunity to expand their appreciation of foods. The menus incorporate various ethnic foods which are appropriate to the various cultures represented in the center and to allow the children to observe and experience ethnic diversity.

We minimize the amounts of fat, sugar and salt our children consume. No child will ever be forced to eat anything, though a policy of "try-before you-decide" may be appropriate. The YWCA is deeply committed to providing healthy meals and nutrition education for all of the children enrolled in our centers. Children's special dietary needs

are accommodated whenever possible. In addition, we will incorporate a sound education program throughout center activities. The curriculum includes education on nutrition, including studying the four food groups. Childhood obesity and diabetes are increasingly common among children so this education becomes critical to their health.

It is very important for infants to receive close personal contact, especially during feeding. The infant caregivers will feed each infant based on their individual feeding plans. Each infant is encouraged through soft praises, coos, and gentle cradling in their caregivers arms. There will be no time limit for infant feedings. Infants will not be rushed during feedings, but rather be able to complete their feedings on their own, individual timetable. Mothers of nursing babies are welcome at any time to breast feed her child. Accommodations are made for privacy. Each infant has an individual feeding plan developed by the Director and the parents or physician. This plan will be updated every 3 months or as frequently as necessary to reflect changes in introduction of new foods, food allergies, feeding schedule, etc. Title 22, "Infant Care Food Service" is followed.

Continuous Monthly Events

Celebrating Cultures—Being proud of whom you are and where you come from is a very important part of who you will become. Every month each classroom will be designating a family to fill out a form and bring visual aids to share with their class. This idea will expose our children to different cultures, food, music, art, occupational fields, traditions, and celebrations. This special treat will encourage vocabulary, language and positive relationship building. This is completely optional but highly encouraged. Each child's teacher will approach families separately to plan the special occasion.

Community Resource and Events information—Referrals are offered to other social services and government agencies at the local, state, and federal level which provide families with low cost or no cost services, along with contact information. We support our families by providing information on services for our children and families to improve their quality of life by offering vital local community resource services, which include Community Education, Child Development, and Family Resource services with health professionals.

Community Collaborations—We continue to develop and maintain collaborations with the other YWCA's; Wealth After Work, LLC.; Costco; Sam's Club; Los Angeles County Department of Health; legal referral agencies; community clinics; Women, Infants and Children (WIC). The Children's Clinic and Providence Little Company of Mary periodically host workshops to discuss healthy eating habits, long term control of children with asthma, free financial workshops, parent counseling groups for special needs children, parenting programs, and case management. Free children's samples such as toothpaste, wipes, safety kits, and healthy snacks also are provided.

Positive Discipline Parenting Tools—Simple tools and tips are given to families to assist with positive guidance along with parenting articles from various resources to help

families understand and support children's development milestones. Family education program materials are distributed periodically that include pamphlets, articles, magazine, books and DVD's.

The Quality Rating and Improvement System (QRIS)—Staff trainings include the criteria within the Relationships, Curriculum, Teaching, and Assessment of Child Progress, Health, Families, and Physical Environment Program Standards. The primary focus of these standards is children. We offer teacher support in the areas of curriculum, teaching, and assessment. Training modules focus on specific curriculum elements, such as early literacy, early mathematics, and social-emotional development, or address broader topics, such as the Creative Curriculum.

In 2014, the YWCA Director of Child Development Services applied for a federally funded grant called, "Race to the Top Early Learning Challenge" (RTT-ELC) and was awarded the grant to serve Worldtots LA by providing quality rating assessments, quality improvement training, coaching and financial incentives. This grant is funded by the United States Department of Education and Health and Human Services Department.

This rating system focuses on the following three areas of program quality:

- Child development and readiness for school
- Teacher observations and teaching methods and implementation
- Program and environment quality

Formal written observations are conducted of each teacher to ensure quality and where further training is needed to be conducted. We have partnered with UCLA's Center for Improving Child Care Quality to conduct quality ratings and with Child Care Alliance of Los Angeles to offer on-site quality improvement coaching services.

Safety—The California Playground Safety Regulations (California Code of Regulations: Title 22, Division 4, Chapter 22) requires all existing child care and development facilities to complete playground inspection by a person certified by the National Playground Safety Institute, to identify any changes in design, installation, inspection, maintenance, and supervision of playgrounds that are necessary to safeguard the health and safety of California children and comply to the extent required by Section 115730 of the Health and Safety Code. In 2012, we received a passing score of Playground Inspection used to certify that the inspection requirements described in Chapter 22. In addition to playground safety we also conduct Emergency disaster drills on a monthly basis that include drills involving fire, lock down, earthquake, and tsunami.

Field trips—Encouraging children to explore their community is an important element of their education and we plan to conduct trips to the following local venues:

Post office; Farmers Market; LAFD Harbor Museum and San Pedro City Hall; POLAHS Green Festival; Port of LA Waterfront Fountain and walkways; Snow Day; Cabrillo Beach Aquarium; Harbor Division Police Station; Port of LA Halloween Trick or Treating; Reptiles Day; performances at the Long Beach Theatre; and, Greg & Steve Concerts.

Scheduled Monthly Events

January

- Extracurricular activities; Music N' Motion Spring Session begins
- Parent Focus Group Meeting with Elected Parent Officers
- Parent-teacher conferences- Telling parents of children mile stones continuously and establishing open communication with goals for continued children success.
- Infant Toddlers Environment Rating Scale (ITERS) and Early Childhood Environment Rating Scale (ECERS) conducted in all classrooms

February

- Dr. Diane Sizgorich's, a children's local dentist, offers oral hygiene instruction on brushing, flossing, and nutritional care to all the children along with a complimentary toothbrush and toothpaste.
- Friendship Celebration Day

March

- Professional Growth development offered to all staff: Hands on trainings, Presentations, networking, workshops, and guidance on identifying and helping children with learning difficulties, learning disabilities and developmental delays based on document review, classroom and program assessments.
- Practicing for annual Spring Musical Performance

April

- Celebrating "*Week of the Young Child*"
- Earth Day Activities
- Music N' Motion Performances
- Annual Spring Musical Performance

May

- Teacher Appreciation week
- Mother's Day Tea Party
- Family and Teacher Surveys
- Extracurricular activities; Music N' Motion Session begins

June

- Pre-K Graduation Ceremony
- Celebrating Father's Game Challenge Day
- Comprehensive Children's assessments: Ages & Stages Questionnaire 3rd edition (ASQ-3) and ASQ-SE, if applicable
- Summer Activities

July

- Music N Motion WTSP Performance
- Parent-teacher conferences- Telling parents of children mile stones continuously and establishing open communication with goals for continued children success.
- Summer Activities
- Annual Teacher Performance Evaluations

August

- Summer Activities
- Extracurricular activities :Music N' Motion Session begins

September

- Audit children's immunization records to ensure all shots are current
- Back to School Night
- Infant Toddlers Environment Rating Scale (ITERS) and Early Childhood Environment Rating Scale (ECERS) conducted in all classrooms

October

- Our annual Port of LA trick-or-treating

November

- Professional Growth development offered to all staff: Hands on trainings, Presentations, workshops, and guidance on identifying and helping children with learning difficulties, learning disabilities and developmental delays
- Thanksgiving Family Potluck

December

- Comprehensive Children's assessments: Ages & Stages Questionnaire 3rd edition (ASQ-3) and ASQ-SE, if applicable
- Annual Breakfast with Santa
- San Pedro Holiday Parade
- Winter Performance
- Music N Motion Performances
- Winter Holiday Family Potluck

6. Proposed Tuition and Other Fees

The YWCA will efficiently administer the child care programs in compliance with Title 22 and NAEYC accreditation standards, with special emphasis on maintaining sound fiscal procedures. The Executive Director and Director of Child Development Programs will prepare a budget annually in cooperation with child care staff and monitor the budget throughout the year using quarterly expense/budget comparison reports.

The YWCA accountant will maintain an efficient accounting system and will be responsible for incorporating any changes suggested as a result of our yearly audit. The Board Treasurer and Finance Committee will periodically monitor accounting systems, will review the yearly audit and review financial reports monthly.

Tuition rates are included in the annual budgets shown in Section VIII. These budgets are based on enrollment of 56 children and include all expenses for programming, custodial, equipment maintenance and living wage salaries as required. The tuition rates have been increased to reflect these additional costs which were previously subsidized by the Port.

Also, we have provided budgets for FY 2016-2017 and FY 2017-2018 that reflect an increase in tuition rates of \$10/week for July 2016 and July 2017 in order to raise the salaries of our childcare staff to a level that reflects their skills and the importance of the work they perform to educate and care for the children we serve. Our goal is to reach the \$15/hour being proposed for the City of Los Angeles well before 2020 and to keep our hourly rates at a competitive level in order to retain quality staff members.

The YWCA plans to maintain a childcare reserve account to handle any unforeseen costs or expenses that result from our WTLA operations. Funds will be transferred into this account on a regular basis to insure that monies are available to address any emergency situation that may occur.

A schedule of all fees charged to parents at WTLA is attached in Section VIII, following the budget documents. These fees are reflected in the narrative in Section 2D. above and in the Parent Handbook (Section VII).

Schedule of Fees Charged	Costs	
Late Fees for Tuition	\$	25.00
Late pickup Charge	\$20/per 5 minutes	
Returned Check Charge	\$	35.00
Declined Credit Card Charge	\$	35.00
Failure to Sign In/Out Child	\$5/per incident	
Parent Handbook Replacement fee	\$	10.00
Account Information/Form Request Charge	\$	15.00
Field Trips	TBD	
Graduation Cap & Gown	\$	25.00
Waiting List fee	\$	50.00
Annual Registration fee	\$	100.00
Fee for using Credit/Debit card for Tuition fee		1.85%
Music N Motion	TBD	

EXHIBIT D

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (844) 663-4411

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT F

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) 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." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property 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 that property is connected to a Contract with the City.

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.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

EXHIBIT G

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including __% VSBE participation. The North American Industry Classification System (NAICS) Code for the scope of services is _____. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply: At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) Local Business Preference Program: Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.
- A Non-LBE is any business that does not meet the definition of a LBE

Signature _____
Printed Name _____

Title _____
Date Signed _____

NOTARY

STATE OF CALIFORNIA)) ss COUNTY OF LOS ANGELES)	Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__ by (1) _____ Name of Signer (1) Who proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,) (and) (2) _____ Name of Signer (2) Who proved to me on the basis of satisfactory evidence to be the person who appeared before me.) Signature _____
Place Notary Seal and/or Stamp Above	

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____
Document Date _____ Number of Pages _____
Signers Other than Named Above: _____

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
Contract Title: _____
Business Name: _____ Award Total: \$ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Contractor Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

