

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 4, 2010

CAO File No. 0310-00219-0157

Council File No. 07-1586

Council District: Citywide

To: The Council

From: Miguel A. Santana, City Administrative Officer



Reference: Instruction From the Council, dated April 21, 2009, to Issue a Request for Proposals for the Provision of Film Permitting Coordination Services

Subject: **FILM PERMIT COORDINATION SERVICES – RECOMMENDED CONTRACT AWARD**

SUMMARY

On April 21, 2009, the Council approved a Request For Proposals (RFP) for the provision of film permitting coordination services, authorized this Office to release the RFP and directed this Office to report back to Council with the results of the competition no later than September 9, 2009. We provided the Council with the results of the competition on August 31, 2009 (Attachment A) and have since been working on contract negotiation. At the advice of the City Attorney, and in consultation with the Chief Legislative Analyst, we have prepared a proposed contract for your consideration (Attachment B). The Contract also reflects your desire to allow FilmLA to participate in marketing filming and management of vacant City properties. We are now requesting your approval of the Contract. The Proposed Contract has been discussed with FilmLA and they have agreed to the provisions. Consistent with the existing contract with FilmLA, there will be no cost to the City.

RECOMMENDATIONS

That the Council:

1. Approve the proposed contract with FilmLA for a term of five years, with three additional extensions of five years each, for a total term of 20 years, and authorize the City Administrative Officer to execute the Contract; and,
2. Authorize the City Administrative Officer and City Attorney to make technical corrections, if necessary.

FISCAL IMPACT STATEMENT

There is no cost to the City and no impact on the General Fund.

MAS:DHH:06100065

Attachments

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: August 31, 2009

 CAO File No. 0220-00076-0000
 Council File No. 07-1586
 Council District: Citywide

To: The Council

From: Miguel A. Santana, City Administrative Officer *RPC*

Reference: Instruction of the City Council, dated April 21, 2009, to report back with the results of the Request for Proposals for film permitting coordination services

Subject: **FILM PERMIT COORDINATION SERVICES – COMPETITIVE BID**

SUMMARY

On April 21, 2009, the Council approved a request for proposals (RFP) for the provision of film permitting coordination services, authorized this Office to release the RFP and directed this Office to report back to Council with the results of the competition no later than September 9, 2009. The RFP process can be summarized as follows:

<u>Date</u>	<u>Action</u>
Summer 2007	Request for Information issued at direction of the Council. Fifteen potential bidders were identified.
April 21, 2009	The Council approved release of the RFP.
May 6, 2009	RFP issued with a due date of July 8, 2009. The RFP was posted on the LABAVN and CAO websites, directly emailed to 23 potential bidders, and a letter announcing the RFP and inviting proposals was mailed to 164 other companies providing similar services.
May 8, 2009	The City Clerk published the RFP notice.
June 17, 2009	Pre-Proposal Conference held. Ten individuals representing a total of four firms attended. The Mayor's Minority Business Opportunity Center presented information assisting firms with understanding the MBE/WBE. It became clear that another week would be warranted to provide sufficient time for completion of all MBE/WBE requirements.
June 22, 2009	The due date for the proposal was revised to July 15 and was posted on the LABVN and CAO website and sent to all who received the original notice.
July 15, 2009	One proposal was submitted – from FilmLA.
July 24, 2009	Rating of proposal began.
July 27, 2009	FilmLA proposal declared responsive.
August 4, 2009	The City Attorney determined that an oral presentation was not required since there was only one proposer.
August 7, 2009	Rating of proposal completed.

AUG 11 2009
 10:15 AM
 RECEIVED

The FilmLA proposal reflects no cost to the City and was rated as follows:

Film Permit Coordination, Notification and Complaint Referral Service				
RFP Rating for FILM LA				
RATER	Experience/ Ability	Quality/ Completeness of Work Plan	Costs	Total
	20 points	50 points	20 points	90 points (max. 450)
Rater A	20	45	20	85
Rater B	20	43	20	83
Rater C	20	41	20	81
Rater D	20	41	20	81
Rater E	20	48	20	88
TOTAL	100	218	100	418
AVERAGE	20	43.6	20	83.6

We are in the process of preparing a new contract with FilmLA. Once we have completed the new contract, we will forward it for your consideration.

RECOMMENDATIONS

That the Council receive and file this report as it is informational only.

FISCAL IMPACT STATEMENT

There is no cost to the City and no impact on the General Fund.

CONTRACT NO. _____
BY AND BETWEEN, THE CITY OF LOS ANGELES, a municipal corporation (City),
and FILMLA, INCORPORATED (Contractor)

WHEREAS, there is a need for efficient film permit coordination services to provide a more favorable environment within the City to encourage filming and still ensure that filming activities outside of a studio are conducted in a manner that protects the public interest, including public safety, and balances the needs of the general public with the needs of the filmmaker;

WHEREAS, the City is authorized to contract with private agencies including non-profit corporations for the operation of City programs;

WHEREAS, the City Council has determined that public purposes will be served by entering into this Contract with the Contractor for the coordination of film permits;

WHEREAS, the Contractor is duly incorporated pursuant to the California Non-Profit Public Benefit Corporation Law and is authorized by law to provide services and collect fees contemplated by this Contract;

WHEREAS, the Contractor is qualified by reason of experience, preparation and organization to provide the services contained within this Contract;

WHEREAS, the City conducted a competitive selection process and the Contractor was deemed the most qualified and the Contractor's proposal was deemed the best for the City;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements herein set forth and mutual benefits to be derived therefrom, the parties agree as follows:

Section 1. Term of the Contract

The term of this Contract shall be from the date of execution to and including June 30, 2015, unless terminated earlier in accordance with Section 7. Upon completion of a performance evaluation and approval of the Mayor, the City Contract Administrator is authorized to extend the term of this Contract for three (3) additional periods of five years each under the same terms and conditions contained herein.

Section 2. Activities to be Performed

The Contractor shall perform all the services set forth in the Scope of Work, **Exhibit A**, to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

Section 3. Contract Administration

The City Administrative Officer (CAO or Director of the Office of Administrative and Research Services) of the City of Los Angeles, herein referred to as the "City Contract Administrator", or designee, shall have full authority to act for the City in the administration of this Contract, consistent with the provisions contained herein. Film Permits are approved for release by the City Film Permit Authority. The Los Angeles Police Department is currently the Permit Authority.

Section 4. Reporting Requirements

The Contractor shall provide information to the City as required in **Exhibit B** to this Contract, a copy of which is attached hereto and incorporated herein by this reference. The City Contract Administrator and Contractor shall mutually agree on the acceptable format and methodology for submission of this information. The City Contract Administrator shall also have the authority to make minor adjustments to reporting timeframes, provided that all required reports are still provided in a timely manner and reflecting the information originally intended.

Section 5. Contract Notices

Written notices pertaining to this Contract shall be directed to:

Paul Audley, President
FilmL.A. Inc.
1201 W. 5th Street, Suite T-800
Los Angeles, CA 90017

Miguel A. Santana, City Administrative Officer
City of Los Angeles
200 N. Main Street, Room 1500
Los Angeles, CA 90012

Section 6. Incorporation of Exhibits, Precedence of Documents

Hereby incorporated by reference into this Contract are Exhibits A through C, which are attached hereto. Unless otherwise stated, the Standard Provisions for City Contracts (**Exhibit C**) are hereby incorporated by reference. In the event of any inconsistency between the provisions of this Contract and the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

- The Body of this Contract (Through and Inclusive of Section 18)
- Exhibit A- Scope of Work
- Exhibit B – Reporting Requirements
- Exhibit C – Standard Provisions for City Contracts

Section 7. Termination

Either party may terminate contract by giving 180 days written notice to the other party. The termination will be effective 180 days after the receipt of the written notice. Contract provisions for indemnity, statements, audits, payments, and refunds survive termination. This Section shall take precedence over the Standard Provisions for City Contracts (PSC-10). The City may immediately terminate this Contract for cause. Cause shall be defined as:

- the lapse of insurance as required herein after a reasonable period for cure by the Contractor;
- violation of the Municipal Lobbying Ordinance (LAMC 48.01) or any other City or State ethics or lobbying laws;
- the criminal indictment of one or more officers, employees and/or Board Members of the Contractor for activity relating to the duties performed under this Contract whereby the indictment has a significant detrimental impact on the ability of the Contractor to perform under the terms of this Contract. The detrimental impact may, among other things, be in the reputation of the Contractor and the associated reputation of the City. Activities not related to the duties performed under this Contract are specifically excluded;
- the discovery of organized, sustained activity that the Contractor is unwilling to cease that is contrary to the City's attempt to maximize local film production;
- the initiation of bankruptcy proceedings or the loss of managerial control of the Contractor to another party, including regulatory entities;
- gross negligence in the performance of the duties under this Contract;
- without the express written consent of the City as determined by action of the City Council and Mayor:
 - the Contractor's acquisition of, or merger or consolidation with, any other entity; or,
 - the occurrence of any business decision that significantly alters the composition of its Board (if such a Board exists) or reduces service levels in a manner such that it becomes a disincentive to filming locally.

Should termination of this Contract by the City be done for cause, the Contractor shall:

- Provide to the City and its agents, and grant a perpetual, royalty free license to use, all information collected, created and used under the performance of this Contract ("data") in a form facilitating the immediate use of the information within 24 hours (48 hours for information stored off-site). This will include, but not be limited to, statistical, informational, operational, financial, legal and relevant personnel information;
- Provide a period of continued access to the City, free of charge, for the use of any and all software and computer systems which the Contractor own(s)(ed) and utilize(s)(ed) in providing services under this Contract not to exceed 180 days, during which time the City and Contractor may enter into a license agreement for ongoing use by the City of the Contractor's software system. The terms of such license agreement shall be reasonable as compared to similar software license agreements.
- In the alternative, if both parties agree, the City may negotiate to acquire the source code for, and other rights to, the software owned by the Contractor.

Section 8. Compensation to Contractor

The Contractor shall develop and maintain fee structures which eliminate the costs to City taxpayers. Contractor will receive no compensation from the City for the activities performed in connection with this Contract.

The Contractor may charge its Entertainment Industry Customers a fee for each and any service contractor provides under this Contract as provided in Section 18.

Section 9. Environmental Impact

The Contractor shall take all reasonable steps to minimize impact on the environment and cooperate with City efforts to protect the environment.

Section 10. City Access to Contractor

The Contractor shall provide priority handling of all phone calls, emails and all other communications from City staff to contractor management.

Section 11. Monitoring and Evaluation

The Contractor shall ensure:

- that authorized representatives of the City have the right of access to activities, records and facilities operated by contractor under this Contract without prior or advance notice being given to the contractor. Activities include attendance at meetings of the contractor's Board of Directors (if such a Board exists), observation of on-going contractor outreach efforts, compliance with audits and provision of any/all on-site records (including electronic) within 24 hours of the request of the City. Exceptions shall include confidential employee matters and litigation. If records are stored off-site, they shall be kept in a manner that allows for the provision of the records within 48 hours. Approval of the City Contract Administrator must be obtained for a method of storage that will result in more than 48 hours to access records.
- the cooperation of its staff and contractor's board members, in their official capacities (if such a board exists). The City Contract Administrator or designee, at its discretion, may periodically conduct performance or financial reviews of contractor. These reviews may focus on any topic including, but not limited to, the extent to which the terms of the contract are being fulfilled, customer and public satisfaction with the duties contractor performs, the outreach efforts that have been implemented, the measurable goals achieved, the effectiveness of outreach management, and the impact of the outreach.

Section 12. Non-Discrimination and Equal Treatment of Customers

No person shall, on the grounds of race, sex, creed, color, religion, handicap, political affiliation or belief, national origin, sexual orientation, marital status, medical condition or age be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs or employment supported by this Contract.

The Contractor shall provide equal treatment to all similarly situated customers seeking a permit to film motion pictures, television shows, music videos, still photos or other purposes; seeking notification services; seeking to make comments or complaints about filming matters; and any other customers seeking services provided by contractor to the City. Contractor will indemnify the City from the impact of not providing equal treatment. Permit and other requests will be judged solely upon the merits of the request.

Section 13. Public Records Act

The Contractor shall familiarize themselves with the California Public Records Act and must supply all information to persons or members of the public requesting information as may be required under such act.

If a dispute arises among the City, the contractor and a person requesting information, the City will notify the contractor so that contractor has the opportunity to seek a court order precluding the disclosure of such information. In the absence of the contractor obtaining such an order, the contractor must release the information.

Contractor acknowledges that all information generated as a result of this contract is part of the public domain and subject to the California Public Records act. This includes permit data, location information, permittee data, revenue, costs, notification data and complaints. Contractor should take care to separate data that is proprietary so that public domain data can be accessed easily and in a timely manner.

Section 14. Insurance

Contractor agrees to maintain the insurance coverages and limits listed on the Insurance Requirements Sheet, **Exhibit D**, and comply with the applicable insurance conditions set forth in **Exhibit C**, Standard Provisions for City Contracts.

Section. 15 Lobbying

The Contractor will comply with all rules, regulations and restrictions relating to lobbying activities, including, but not limited to, the City Municipal Lobbying Ordinance (LAMC 48.01) and any other City or State ethics or lobbying laws.

Section 16. Policies and Procedures

The Contractor shall develop and maintain clear, written policies and procedures of their operations and processes they use. It is further expected that these policies and procedures be shared and made available for review by the City Contract Administrator and Permit Authority. To the extent that the policies and procedures impact City operations, approval of the Contract Administrator must be obtained prior to implementation.

Section 17. Technology Utilization

The Contractor shall utilize technology to the fullest extent possible in order to provide convenience to customers, the public and any other stakeholders. This includes the efficient use of fax, email, and other devices. Cooperate with the City in the efficient use of technology.

Section 18. Contractor Fees

The Contractor may charge its Entertainment Industry Customers a fee for each and any service contractor provides under this Contract. Changes to the fees must provide the Entertainment Industry Customers and the City Contract Administrator at least 30 days notice. The City has the right to review the fees that the contractor charges its Entertainment Industry Customers. The City may require that the fees be changed if, fee increases exceed the change in the Consumer Price Index for all goods and services for the Los Angeles Metropolitan area for the preceding period. The preceding period shall begin with either the effective date of this Contract or the effective date of the most recent change in fees, whichever is later. The preceding period shall end with the proposed effective date of the proposed fee increase.

Section 19. Reserve for City Fees


The Contractor shall, at all times, maintain a cash balance equal to at least twice the average monthly amount of City Fees paid by contractor to the City during the prior fiscal year (i.e., from July 1 through June 30), which will not be used to pay operating expenses. Maintain as part of its accounting system a separate account showing the amount of City Fees that the contractor estimates it may become obligated to pay as a result of on-location filming by its Entertainment Industry Customers.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

FILML.A. INC.

By: _____
MIGUEL A. SANTANA
City Administrative Officer

By:  _____
PAUL AUDLEY
President

Date: _____

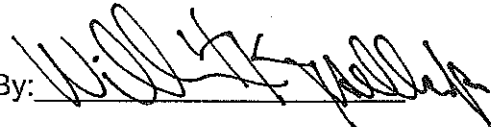
Date: Jan. 26, 2010

Approved as to Form:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

By:  _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: Feb. 10, 2010

Date: _____

City Business License Number:

243982-89

Internal Revenue Service ID Number:

95-4531774

EXHIBIT A

SCOPE OF WORK

A. The Contractor shall provide services to the City in the following categories as described below:

1. Film Permit Coordination Services

The contractor will assist Entertainment Industry Customers with securing film permits within the City of Los Angeles. The contractor will operate with the following purposes:

- Coordinate the film permit process in a centralized manner within the parameters established by the City;
- Coordinate the film permit process in order to assure that filming will be conducted at such times and in such a manner as to cause a minimum of interference with neighborhood and merchant districts;
- In coordination with the City, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis;
- In coordination with the City, improve conditions relating to motion picture, television and photography activities for the Los Angeles City area; and,
- If requested by the City, attend meetings with stakeholders to mediate disputes, determine impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, answer questions of stakeholders, or discuss the economic impact of filming.

The contractor shall perform the following tasks:

- Coordinate processing of film permit applications from Entertainment Industry Customers;
- Interface with City departments with respect to permit applications to obtain input in developing permit terms and conditions (including any general terms, conditions and restrictions applicable to all permits), coordinate logistics relating to filming activities and perform other functions needed to assist in permit evaluation and processing;
- Ensure that the description of activity on permit applications provided to the City is accurate and detailed, especially activity that is likely to generate public concern such as screams for help, screeching tires, etc.;
- Provide guidance and advice on the permit process to Entertainment Industry Customers;
- Coordinate with the City on the dissemination of filming related information on the internet;
- Make recommendations that reflect the needs of the community, the City and the production company to City departments with respect to the handling and processing of individual permit applications and the development of permit terms and conditions;

- Provide pre-production walk-throughs to assess and mitigate impacts of proposed film activities when requested by Industry, the City or when the Contractor's experience and judgment dictate;
- Upon Contractor's receipt of approval by the City Permit Authority, Contractor will release film permits issued by the City Permit Authority to Entertainment Industry Customers;
- The Contractor will coordinate and release permit revisions and/or extensions subsequent to the release of an original permit. However, concurrence must be obtained from the Uniformed Fire Safety Officer, LAPD officer and/or designated City personnel and in a manner that is consistent with the direction of the City Permit Authority;
- Respond to complaints (**See Section 3**);
- Collect funds (including estimated City fees), process refunds (if warranted) and make monthly remittances of amounts due to the City;
- Provide filming data, records, reports and background information (**See Exhibit B**);
- If requested, provide advice to the City regarding filming policy and the permit process;
- If requested by Entertainment Industry Customers, the Permit Authority or by requirement of Special Filming Conditions, provide monitor services at specified locations permitted for filming. Approval of the City Permit Authority shall be obtained prior to implementation of any policies or procedures which identify a protocol of when, where, at what time and under what circumstances and conditions contractor monitors will be required for permitted activity; and
- If requested, collect DOT signs posted on a temporary basis as a result of filming for specified locations. Specified locations include all locations which require a contractor monitor as well as any location in which contractor staff reasonably expects to be on location at the completion of permitted activity.

Targeted service levels are as follows:

- A mutual goal of the City and Contractor is to achieve a satisfaction rating of 90 percent when citizen complaints are compared with total number of permitted production days for the tasks listed above. The Contract Administrator is provided the authority to make reasonable adjustments to this statistic based upon the pattern of actual complaints. Should the satisfaction rating fall below 90 percent, the Contractor shall investigate the causes and provide a report to the City Contract Administrator and the City Permit Authority that provides recommendations on how to improve the satisfaction rating. The Contractor shall cooperate with the City in efforts to achieve a minimum satisfaction rating of 90 percent.

- Permits shall be coordinated in a time frame which allows proper review and approval by City personnel, including but not limited to: the posting of lane, street and road closure requests; and the assignment of required City personnel. All permit requests made to the contractor and transmitted to City Departments for review must be made in advance of the requested activity and in accordance with the existing City departmental policy. The City will seek to minimize required turnaround times to the extent possible.
- All requests provided to the Permit Authority for review and approval must contain all reviews and recommendations already obtained from other City departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the Permit Authority, the contractor shall include the reviews and recommendations already obtained.
- The release of approved permits to Entertainment Industry Customers shall be accomplished in a manner that allows the Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.
- In all instances where neighborhood filming guidelines or other City policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated otherwise in a separate guideline or policy adopted by the City Council. The community survey may be conducted by the production company, the Contractor or a Subcontractor.
- Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of City holidays.
- Collect estimated City fees from Entertainment Industry Customers in advance of releasing a film permit and pay the City within 60 calendar days of receiving a final invoice for City Fees.
- Process requests for refunds from Entertainment Industry Customers within 10 calendar days of receiving documentation that indicates a refund is due.
- For specified locations, monitors or other designated contractor staff will collect and account for all signs DOT reports as being posted immediately following the conclusion of permitted activity. All signs collected will be returned to DOT following the conclusion of the permitted activity. Along with the signs, contractor will submit a brief report containing the number, type of, and location of signs collected and returned by contractor.

2. Notification Services

The contractor will provide notification services. The contractor will operate with the following purpose:

- Provide services to nearby residents and businesses and City entities, of upcoming filming.

The contractor(s) shall perform the following tasks:

- Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community);
- Ensure that the description of activity on notifications is accurate and detailed, in particular, activity that is likely to generate public concern such as screams for help, screeching tires, etc.;
- Maintain detailed, accurate records related to all services provided under this contract and made available for review by the City, including, but not limited to: sample notice, a map of the area where the notice was distributed to, and any issues encountered in conducting the notice and the resolution of those issues;
- Provide notification data, records and background information;
- Provide advice to City officials and departments regarding the notification process; and,
- Respond to inquiries regarding the notification process from City officials.
- If requested by the City, attend meetings with stakeholders regarding the notification process to discuss the impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, or answer questions of stakeholders.

Targeted service levels are as follows:

- A mutual goal of the City and Contractor is to achieve excellent performance of the above tasks:
 - ▶ A 100% success rate in regards to the timeliness of notification, completeness and accuracy of the activities described on the notification, and courteousness of employees.
 - ▶ A 95% success rate for the posting of notices for the geographical area designated to be notified.
 - ▶ Provision of notification services at least **24 hours** in advance of the beginning low impact activity as defined by the Permit Authority.
 - ▶ Provision of notification services not less than **48 hours** in advance of the beginning high impact activity as defined by the Permit Authority.
 - ▶ When provision of notification services is not feasible under the time restrictions enumerated above, the Contractor shall request approval from the City Permit Authority for variation from the minimum notice periods.
 - ▶ Proof notifications were performed to Entertainment Industry Customers and the City. Notification must be completed in sufficient time to allow for the release of Film Permits in advance of the beginning of the permitted activity. Proof that notifications were performed is to be provided to Entertainment Industry Customers and the City.
- In the report provided by the Contractor under Exhibit B, Item 13, the Contractor shall report on the success of achieving each of these goals and shall provide a report to the City Contract Administrator and the City Permit Authority that provides recommendations on how to improve performance. The Contractor shall cooperate with the City in efforts to achieve the expected success rate.

Note: The contractor will not be held accountable for notices that are distributed by another entity.

3. Complaint Referral Services

The contractor will provide complaint referral services to assist with the timely resolution of community and entertainment industry complaints.

The contractor shall perform the following tasks:

- Receive complaints on a 24 hour/7day a week basis and address them in a timely manner, including the appropriate referral of complaints to appropriate City personnel and contractors;
- Provide complaint data, records and background information;
- Provide advice to City officials and departments regarding filming policy and complaints received;
- Receive and respond to complaints regarding filming from City officials and departments, including the appropriate referral of complaints to appropriate City personnel and contractors;
- Coordinate with the City Council, field offices, and the community in advance of, during, and after exceptional filming activities in any district; and,
- Review written stakeholder comments and complaints and, in consultation with the City, prepare written responses to the comments or complaints.

Targeted service levels are as follows:

- Provide clear and complete complaint data, records and background information. All reports will be in a format and frequency approved by the City Contract Administrator. With advance notice, the City may alter the frequency, format or nature of reports.
- Refer complaints to appropriate City personnel and contractors within 15 minutes if the activity is currently in progress. If there is no after hours contact provided by a City department then the call shall be referred to the Permit Authority in a manner determined by the Permit Authority.
- If a complaint is received and the activity is no longer in progress, respond to the complaint on an initial basis within 1 calendar day and finalize/complete any responses, including written, if necessary, within 7 calendar days.
- Provide response services to complaints on a 365 days-a-year, 24 hours-a-day, 7 days-a-week basis.

4. Maintenance of Records

The Contractor is expected to provide appropriate record keeping and separation of assets and liabilities related to services provided under this Contract (separate from other business activities provided by the company). Record keeping details should also separately account for the three different types of services provided under this Contract.

5. City Fees

The Contractor shall remit all City Fees monthly.

- The Contractor shall not deduct from any remittance to the City any transaction fees or other costs incurred as a result of accepting payment from its entertainment industry customers in the form of credit card, debit, wire transfer, check, or other forms of payment.
- The Contractor shall remit City Fees to the City with U.S. currency and may not reduce payment to the City by costs associated with the conversion of foreign currency to U.S. currency.
- For film permits coordinated through Contractor, Contractor not the Entertainment Industry Customers, is obligated to pay to the City all City Fees other than those customarily collected by the City directly from the Entertainment Industry Customers. If the Contractor desires to adopt a regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, the Contractor would still be required to remit all City Fees within 60 calendar days of receiving a final invoice for City fees regardless of their ability to collect from individual Entertainment Industry Customers.
- The Contractor may collect deposits from its Entertainment Industry Customers so if violations occur deposits can be used to pay for fees/fines/financial penalties.
- The Contractor shall, after receiving from the City a final invoice for City Fees, pay to the City, in United States currency, all City Fees invoiced with the next regularly scheduled payment.
- The Contractor shall act in good faith in disputing any City Fees billed (either timely or late) by the City, and contractor and the City will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any City Fees is finally resolved, either by agreement between contractor and the City or by legal action or some other agreed-upon dispute resolution method, contractor will pay such City Fees at the same time as the next normal payment is due to the City. However, payment of disputed fees shall be separated out from the normal payment.
- If contractor fails to pay all or any portion of City Fees within the time payment of such fees is due as set forth in this section, the payment of the unpaid portion will be considered late.
 - If a payment remains unpaid for more than 30 calendar days after it is considered late, such unpaid amount of City Fees will be considered delinquent and subject to a penalty of 1% of the delinquent amount.
 - If a payment is delinquent for more than 30 calendar days, delinquent amounts (including the 1% penalty) will also be subject to interest charges. Interest on such delinquent amounts will be calculated at a rate equal to the prime rate at the time such unpaid City Fees become delinquent plus five percent, and interest will accrue at that rate from the date the unpaid City Fees became late until payments made by contractor.

6. Emergency Response and Coordination

The Contractor shall assist the City in responding to unusual occurrences and large scale emergencies when a state of emergency is declared by the City, including canceling, revoking or not processing permit requests and communicating with the Entertainment Industry.

The Contractor shall direct its staff to cooperate fully with the City and follow the direction of the Contract Administrator, the Mayor, the Emergency Operations Board and the Emergency Operations Organization for the duration of the local emergency.

The Contractor shall, as requested, cooperate with City efforts to recover costs associated with the emergency from the federal and state governments.

The Contractor shall, as requested, coordinate the dissemination of emergency related information to the entertainment industry and assist the City in canceling, delaying, rescheduling and relocating filming and managing the related public relations.

7. Management of City Facilities for Filming

The Contractor may manage vacant City facilities in order to maximize the potential availability of those facilities for the entertainment industry. The Contractor must have a management agreement in place with the City department/agency with oversight responsibility for the facility and must be in full compliance with all insurance requirements, indemnifications and liability agreements required by the City Risk Manager and the City Attorney. The term of facility management agreements must not exceed the term of this Contract.

8. Marketing Program

The City of Los Angeles desires the assistance of Contractor in promoting the City as a location for feature film, television and still photography. Therefore, subject to available funding, the Contractor shall:

- Assist the City in developing a strategic approach to marketing, in consultation with the Contract Administrator, the Chief Legislative Analyst and the Office of the Mayor. The Program goals will include, but not be limited to:
 - raising civic pride in the history and legacy of filmmaking in Los Angeles;
 - educating citizens, businesses and governmental organizations about the economic and employment benefits of the film industry;
 - educating film companies on how to be better stewards of the neighborhoods;
 - advertising;
 - trade show representation; and,
 - the creation of a "speaker's bureau".
- Work with the City to develop a sustainable source of funding, other than the City General Fund, to support the marketing program; and,

- Implement a marketing campaign.
- Maintain a web site providing information about City facilities available for filming. Such site shall include photographs along with contact information for the City department that schedules filming activity at the facility. If for any reason Contractor is unable to continue providing a location library web site, it shall make available to the City of Los Angeles, free of charge, any photographs, documents, or systems owned by Contractor, which comprised the location library.
- If requested by the City, cooperate with City efforts to enhance and retain jobs (within the City) in all segments of the entertainment industry including multimedia and other new emerging technologies;

The parties agree that Contractor shall not be required to "brand" or identify any marketing materials created under this provision with FilmL.A.'s logo. Contractor shall not be required to provide favorable treatment in comparison to the Contractor's other contractual clients as to the display or distribution of any such materials in Contractor's place of business or on its proprietary website. The City's promotional material shall be treated equally in comparison to the material of other contractual clients of the Contractor. The City understands this may result in more than one jurisdiction being promoted as the best, most convenient, etc., location to film. Contractor may be required to provide an active link(s) from its website to a City site where marketing materials are available to the public.

Nothing in this section (8. Marketing Program) shall require Contractor to expend its own financial resources to accomplish such marketing efforts. Implementation shall be limited based upon available funding.

EXHIBIT B

REPORTING REQUIREMENTS

General Reporting Requirements

1. The Contractor shall prepare and submit regular reports to the City. All reports will be in a format approved by the City Contract Administrator. Upon notice, the City may alter the frequency, format or nature of reports. The City may also direct contractor to provide the City with ad hoc reports on issues of interest to the City relating to contract, provided that the cost of the request is not prohibitive.
2. The Contractor shall ensure that all financial data, including record keeping of assets and liabilities and accounting for services provided by contract to the City, be maintained by the contractor separately from all other corporate activities. Record keeping details must also separately account for the three different types of services provided under this contract. A review of this data and accounting will be conducted by the Contract Administrator periodically. Upon notice, the City may direct the Contractor to make changes to the maintenance of this data to more clearly separate it from other corporate activities provided that the cost of the request is not prohibitive and the request does not violate Generally Accepted Accounting Principles (GAAP).
3. The Contractor shall submit to the City Contract Administrator each year a draft of its annual operating budget estimate addressing revenues and expenditures for service provided to the City at least 60 days in advance of the beginning of the Contractor's fiscal year and the final budget within five (5) business days of adoption by the Board of Directors.
4. The Contractor shall submit a certified annual audited financial statement to the City Contract Administrator, within 180 days following the end of each fiscal year. Should an exception to this timeframe be required, the Contractor must notify the City Contract Administrator within 150 days following the end of each fiscal year. The City Contract Administrator will have the authority to approve an extension in writing.
5. The Contractor shall submit to the City Contract Administrator, within 30 calendar days after the end of each quarter, a quarterly profit-and-loss statement and statement of activities.
6. The Contractor shall submit to the City Contract Administrator any changes to the authority and/or form of the decision making body or written rules, such as, but not limited to, its bylaws, composition of its Board of Directors, etc. within 15 days of the change.

7. The Contractor shall pay the City \$100 in liquidated damages each working day any report is late. The City Contract Administrator is authorized to waive this provision if it is in the best interest of the City or if the City Contract Administrator believes there is a reasonable basis for doing so.

Permit Coordination – Reporting Requirements

8. The Contractor shall submit to the City Contract Administrator, within 30 calendar days after the end of each quarter, quarterly summaries of permit volume, amounts collected from Entertainment Industry Customers and amounts paid to the City in City Fees. These reports should indicate any significant changes when comparing the current quarter with previous quarters, or when appropriate, the same quarter from previous years.
9. The Contractor shall submit to the City Contract Administrator, on a monthly basis, in a format approved by the Contract Administrator, a list of all of its Entertainment Industry Customers, including: the Production Company's name; any known contact personnel, as applicable; address; telephone number; contact person; type of production; production title; and requested filming location(s) and date(s).
10. The Contractor shall submit to the City Contract Administrator an annual report addressing the impact of City policies, rules and regulations on filming in the City and recommendations to improve the environment for on-location filming in the City.
11. The Contractor shall submit to the City Contract Administrator a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit subsequent changes to those policies and procedures within 15 days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
12. The Contractor shall submit a reconciliation statement and aging report with each payment of City fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of City fees for which FilmL.A. has not received a final invoice after completion of the filming activity. Should the aging report show that a City department has not submitted final invoices for at least 60 days after completion of the filming activity, the City Contract Administrator will notify the City department and request submission of final invoices to FilmL.A. within 30 days. Should the aging report show that a City department has not submitted final invoices for at least 90 days after completion of the filming activity, the City Contract Administrator will forward the Aging report, along with detail provided by FilmL.A., to the Mayor and City Council.

Notification Services– Reporting Requirements

13. The Contractor shall submit to the City Contract Administrator, within 30 calendar days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers.

Complaint Referral – Reporting Requirements

14. The Contractor shall maintain a record of all complaints lodged by the City, on behalf of the City or a City resident or business concerning on-location filming events in the City. A report on complaints will be provided on a monthly basis as determined by the City Contract Administrator and the Permit Authority as well as a compilation of data provided annually. Complaint data, records and background information provided must be clear and complete.

EXHIBIT C

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 CONSTRUCTION OF PROVISIONS AND TITLES HEREIN..... 1

PSC-2 NUMBER OF ORIGINALS..... 1

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT..... 1

PSC-4 TIME OF EFFECTIVENESS 2

PSC-5 INTEGRATED CONTRACT..... 2

PSC-6 AMENDMENT..... 2

PSC-7 EXCUSABLE DELAYS..... 2

PSC-8 BREACH..... 2

PSC-9 WAIVER..... 3

PSC-10 TERMINATION..... 3

PSC-11 INDEPENDENT CONTRACTOR 4

PSC-12 CONTRACTOR'S PERSONNEL 4

PSC-13 PROHIBITION AGAINST ASSIGNMENT OR DELEGATION..... 5

PSC-14 PERMITS 5

PSC-15 CLAIMS FOR LABOR AND MATERIALS 5

PSC-16 CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... 5

PSC-17 RETENTION OF RECORDS, AUDIT AND REPORTS..... 5

PSC-18 FALSE CLAIMS ACT..... 6

PSC-19 BONDS 6

PSC-20 INDEMNIFICATION 6

PSC-21 INTELLECTUAL PROPERTY INDEMNIFICATION..... 6

TABLE OF CONTENTS (Continued)

PSC-22	<u>INTELLECTUAL PROPERTY WARRANTY</u>	7
PSC-23	<u>OWNERSHIP AND LICENSE</u>	7
PSC-24	<u>INSURANCE</u>	8
PSC-25	<u>DISCOUNT TERMS</u>	8
PSC-26	<u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u>	8
PSC-27	<u>NON-DISCRIMINATION</u>	8
PSC-28	<u>EQUAL EMPLOYMENT PRACTICES</u>	9
PSC-29	<u>AFFIRMATIVE ACTION PROGRAM</u>	11
PSC-30	<u>CHILD SUPPORT ASSIGNMENT ORDERS</u>	15
PSC-31	<u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u>	16
PSC-32	<u>AMERICANS WITH DISABILITIES ACT</u>	17
PSC-33	<u>CONTRACTOR RESPONSIBILITY ORDINANCE</u>	18
PSC-34	<u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</u>	18
PSC-35	<u>EQUAL BENEFITS ORDINANCE</u>	18
PSC-36	<u>SLAVERY DISCLOSURE ORDINANCE</u>	19
EXHIBIT 1	<u>INSURANCE CONTRACTUAL REQUIREMENTS</u>	20

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR 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 CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her 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 or medical condition.
 - 1. This provision applies to work or service 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. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **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 or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. 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 or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, 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**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **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**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **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 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **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 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, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **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 or medical condition.
- D. **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 **CONTRACTOR**.
- F. Upon a finding duly made that **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**. 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** 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 **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 **CONTRACTOR** by the **CITY** 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 shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- 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. **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, **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, **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. **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 **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. Intentionally blank.

- 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**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this 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.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post 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. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: City Administrative Officer

Date: 10/11/2007

Agreement/Reference: Film Permit Coordination Services

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$500,000

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: General Notes:

