


CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0310-00219-0109

Date: April 10, 2009

To: The Council

From: Raymond P. Ciranna, Interim City Administrative Officer Subject: **FILM PERMIT COORDINATION –PROPOSED RFP****Summary**

The Council directed the City Administrative Officer (CAO) and Chief Legislative Analyst (CLA) to issue a Request for Proposals (RFP) for film permitting services currently provided by FilmLA (CF# 02-2144-S1). A preliminary RFP was drafted and presented to the Public Works Committee on November 27, 2007 and a second revised draft was presented on October 1, 2008.

The RFP seeks proposals for a contractor that will be flexible and dynamic enough to perform the core duties over an extended period of time despite changes in specific City enforcement policies. The RFP was drafted to ensure that an even playing field was established for all potential bidders and to reflect the needs of the City. The City's needs reflect a balance of the needs of the entertainment industry, City residents and businesses and City departments.

Normally, we would wait until the conclusion of the Council consideration period to make revisions to ensure that all input is received. However, at the instruction of the Chair of the Public Works Committee, this Office worked with the Chief Legislative Analyst to provide another revised RFP that appropriately incorporates input received so far during the Council consideration period.

In order to establish a new contract in a timely manner (and potentially allow for a sufficient transition period between contractors), City Council approval of the RFP is requested no later than April 24, 2008. The CAO and Chief Legislative Analyst anticipate the ability to release the RFP on May 1, 2009, having responses submitted by July 8, 2009, and making a recommendation to Council no later than September 9, 2009.

Recommendation

That the Council:

1. Approve the draft Request for Proposals (RFP) and authorize the City Administrative Officer to release the RFP and report back with the results of the competition no later than September 9, 2009; and,
2. Authorize the CAO to make minor and technical adjustments to the RFP that are not inconsistent with the intent of the Council and are in the best interest of the City.

Fiscal Impact Statement

There is no fiscal impact to the release of the RFP.

RPC/MHD/DHH:06090208

Attachments

DRAFT

REQUEST FOR PROPOSALS

FOR THE

CITY OF LOS ANGELES
FILM PERMIT COORDINATION,
NOTIFICATION AND
COMPLAINT REFERRAL
SERVICES

DRAFT

CITY OF LOS ANGELES
FILM PERMIT COORDINATION, NOTIFICATION AND COMPLAINT REFERRAL
SERVICES
SUMMARY

The City of Los Angeles seeks an organization to provide film permit coordination services, public notification of upcoming filming activities and the referral of complaints in response to filming activities within the City of Los Angeles. The contract and services provided will receive oversight by the City Contract Administrator, currently the City Administrative Officer (CAO) on behalf of the City Council and the people of Los Angeles. The CAO is the primary financial advisor to the both the City Council and the Mayor.

Stakeholders in the film permitting process include: members of the public; entertainment industry; elected and non-elected neighborhood representatives (e.g. homeowner associations, chambers of commerce, neighborhood councils, business owners, residents).

Prior to 1994, the Board of Public Works (Board) issued permits, coordinated permit requests and oversaw the implementation of permit conditions from various sources. However, the Board's Motion Picture Coordination Office was viewed as insufficient to handle the volume and variety of filming in Los Angeles.

In 1994, the City Council approved a contract with the newly incorporated Entertainment Industry Development Corporation, now named FilmLA, Inc. (FilmLA) to provide a one-stop counter for film permits with the City and County. The City outsourced the coordination of permit requests to improve service to the entertainment industry. The film permit issuance authority was transferred from the Board of Public Works to the Police Department. The functions originally performed by FilmLA included the following:

- Provide expedited film permit coordination and trouble-shooting services;
- Serve as a resource for and a liaison between local communities and the production industry;
- Inform and advise the City and the public on film production issues and data; and,
- Create opportunities and programs for enhancing, improving, and addressing needs relating to the film and media production industry.

Historically, FilmLA was not paid directly by the City for the services provided. Instead, FilmLA received payment for services directly from film permittees through fees. More recently, a change in the arrangement occurred, and the City paid FilmLA a fee for the services they provide in addition to the fees they collected from film permittees.

DRAFT

Effective July 1, 2009 the City will again no longer pay FilmLA a fee for the services they provide.

Since 1994, notification to the community of significant filming activities has become a focused effort of the City. This community notification is intended to: raise awareness of filming activity; reduce negative, unmitigated impacts on neighborhoods; promote a smoother relationship between the community and the entertainment industry; and reduce the number of citizen complaints. It is further hoped that improving the relationship between the community and the industry would assist with efforts to stop production flight to other communities and areas outside Los Angeles.

Since 1994, approximately 98 percent of filming production days received no associated citizen complaints. However, given the high volume of filming, a significant amount of complaints are still received. Approximately 1,774 correspondences were received during fiscal year 2008 in regard to on location filming, containing 1,935 negative comments. The issues most frequently raised in complaints were:

- Parking and traffic issues;
- Lack of or insufficient notification of the permit activity;
- Frequency of permit activity in a single geographical area;
- Loss of business;
- Alleged violations of the beginning and end times for permit activity;
- Behavior of film crews; and,
- Noise.

RFP SUMMARY

DRAFT

This RFP seeks three types of services. Proposers must submit proposals to perform all three types of services. Generally, the selection of the successful proposal will be made based upon:

- Ability to successfully provide the services;
- Cost to Constituents (including City Taxpayers and Entertainment Industry Customers);
- Compliance with City of Los Angeles contracting guidelines; and,
- Quality of previous work (including references from former clients).

In addition, the Proposers responsiveness to this RFP will also be considered.

The RFP may be accessed online at <http://www.lacity.org/cao> or <http://www.labavn.org>.

Additional information regarding the current film permit process (Appendix N), City Departments involved (Appendix O), neighborhood filming guidelines (Appendix P), statistical data (Appendix Q), notification guidelines (Appendix R) and community survey guidelines (Appendix S) are attached.

DRAFT

SCOPE OF WORK

A. The RFP seeks three services. Those services are 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;
- 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;
- If requested by the City, market and promote Los Angeles City to the entertainment industry;
- 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; 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;

- 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;
- Upon Contractor's receipt of approval by the City issuance authority (presently LAPD), Contractor will release film permits issued by the City issuance authority (presently LAPD) to Entertainment Industry Customers;
- On occasion 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 and/or LAPD officer if one is assigned. If neither is assigned, Contractor will contact designated City personnel;
- Respond to complaints;
- Collect fees (including City fees), process refunds (refunds shall be made to all Entertainment Industry Customers on a proactive basis) and make monthly payments of City fees to the City;
- Maintain, provide and publicly post a schedule of all City and Contractor fees;
- Provide filming data, records, reports and background information;
- If requested, provide advice to the City regarding filming policy and the permit process;
- If requested, provide monitor services at specified locations permitted for filming. Approval of the Contract Administrator 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. Permit enforcement is clearly the responsibility of the City (currently the Police Department), not the Contractor. Proposers should outline their approach and the associated fees for the assignment of monitors. Any Contractor Monitor Program and any enforcement by City personnel should not result in duplicative fees being paid by the entertainment industry; 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.

The contractor shall provide the following service levels. If services fall below the levels specified below, the City reserves the right to notify the contractor that they are placed on probation and if operations are not improved in a reasonable time frame can terminate their contract for failure to provide services:

- Recommendations of permit conditions result in a 97% satisfaction rate when

citizen complaints are compared with total number of permitted production days. The contractor will not be held accountable for the behavior of the Entertainment Industry Customer if the activity which the complainant describes is in violation of the permitted activity.

- Coordinate permits 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; assignment of required City personnel. All contractor proposed methodology and deadlines in regards to permit requests made to the contractor and transmitted to City Departments for review should consider the needs of the City as referenced in APPENDIX T.
- All requests to LAPD 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 LAPD, the contractor shall include the reviews and recommendations already obtained.
- Provide approval of permits to Entertainment Industry Customers. Approval and release of the permit is contingent upon the required community notifications being performed. Approval and release of the permit should be provided to Entertainment Industry Customers at least 24 hours in advance of the beginning of the permitted activity. (See details in APPENDIX T)
- 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, and should be in consideration of the details referenced in APPENDIX T, unless stated otherwise in the guideline or policy.
- If a complaint is received and the activity is currently in progress, respond to the complaint within one hour.
- 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.
- Provide a method that allows the City to independently verify and validate the number of complaints and their content.
- Maintain standard office hours a minimum of 7 a.m. to 6 p.m., Monday through Friday, with the exception of major holidays.
- Collect City fees from Entertainment Industry Customers in advance of releasing a film permit and pay the City within 30 calendar days of receiving an invoice for City Fees. (If a proposer 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 30

calendar days of receiving an invoice for City fees regardless of their ability to collect from individual Entertainment Industry Customers).

- Process refunds to Entertainment Industry Customers within 10 calendar days of receiving documentation that indicates a refund is due.
- Close all permits within 90 days following the conclusion of filming activity. This includes the collection of all outstanding invoices from City departments and processing refunds to Entertainment Industry Customers.
- 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 within 2 business days following the conclusion of the permitted activity. Along with the signs, contractor will submit a brief report containing the number, type of, location of signs DOT reported as posted and the number, type of, 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 notify all affected persons and organizations within the City, including 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 list of locations (not just addresses) the notice was distributed to, a list of property managers who were provided notice, 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;
- Respond to inquiries regarding the notification process from City officials; and,
- 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.

The contractor shall provide the following service levels. If services fall below the levels specified below, the City reserves the right to notify the contractor that they are placed on probation and if operations are not improved in a reasonable time frame can terminate their contract for failure to provide services:

- Provide notification services at a 100% success rate in regards to the timeliness, completeness of activities identified to be performed on the notification, courteousness of employees or other matters regarding the notification.

A success rate of 95% is required for the posting of notices for the geographical area designated to be notified. For instance if 100 residents are designated to receive notices, no more than five residents can claim to have not received a notice in order for the contractor to meet this service level.

The contractor will not be held accountable for the behavior of the Entertainment Industry Customer or for the specifics of the permitted activity.

The City acknowledges on rare occasions due to mitigating circumstances the contractor may fail to notify a given resident, business or other entity. However in instances in which a notification is not provided the Entertainment Industry Customer should be compensated for any and all fees they were charged in which services were not provided.

- Provide notification services in advance of the beginning of the permitted activity and in consideration of the details referenced in APPENDIX T.
- Provide 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.

3. Complaint Referral Services

The contractor will provide complaint referral services. Their purpose is to:

- Assist with the timely resolution of community and industry complaints.

The contractor shall perform the following tasks:

- Receive community and industry 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.
- Provide a method that allows the City to independently verify and validate the number of complaints and their content.

The contractor shall provide the following service levels. If services fall below the levels specified below, the City reserves the right to notify the Contractor that they are placed on probation and if operations are not improved in a reasonable time frame can terminate their contract for failure to provide services:

- Complaint data, records and background information provided must be clear and complete. All reports will be in a format approved by the City Contract Administrator (currently the CAO). Upon 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.
- Refer complaints to appropriate City personnel and contractors within one working day if the complaint is received and the activity is no longer in progress.
- Prepare and submit regular reports to the City on complaints as determined by the City Contract Administrator (currently the CAO). At a minimum, a report will be provided on a monthly basis as well as a compilation of data provided annually.

B. The RFP seeks a contractor who will perform the aforementioned services specifically as follows:

The selected contractor is expected to develop and maintain clear, written policies and procedures of their operations and processes they use. These policies and procedures must be shared with and made fully available to the contract administrator.

The selected contractor is required to provide equal treatment to all persons or organizations seeking to film for motion picture, television, music video, still photo or other purposes (Entertainment Industry Customers). This includes all third parties employed by an Entertainment Industry Customer to act on their behalf for the procurement or organization of film permits. Equal treatment includes all

DRAFT

aspects of the process of obtaining a film permit (financial, procedural and otherwise).

The selected contractor is expected to 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 electronic communication systems and devices. Business processes which reduce the time needed for obtaining a permit, reduce vehicular traffic (such as those which eliminate or minimize courier use), or reduce negative impacts on the environment (such as reducing the use of gasoline and vehicle emissions that contribute to the greenhouse effect) will be favorably considered.

The selected contractor is expected to develop fee structures that eliminate the costs to City taxpayers and obtain funding through the use of fees charged to the production companies.

The selected 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.

PROPOSAL PROCESS

DRAFT

The process for submission, evaluation and selection of a proposal will be as follows:

- A. A pre-proposal conference will be held. Attendance is not mandatory. The CAO and/or their designees and other City staff will be available to answer questions and provide background information on the RFP requirements.

Prospective contractors are requested to submit any questions in writing to Michelle Davis of the Office of the City Administrative Officer via mail (200 N. Main St., Room 1500, Los Angeles, California, 90012), fax (213-473-7517) or email (cao.film-rfp@lacity.org) at least 24 hours in advance of the pre-proposal conference. Questions and responses will be distributed to all Proposers as well as posted on the internet. Questions subsequent to the pre-proposal conference, if any, must be submitted in writing. Although the City makes no guarantee that it will answer questions after the pre-proposal conference, any answers given will be distributed along with the questions to all Proposers and/or posted on the internet. Any contact with individual City staff other than as described above may be considered cause for elimination from further consideration.

- B. Written proposals will be due no later than 2:00pm Los Angeles time on July 8, 2009. Proposals must be mailed or delivered in person in a plain sealed envelope or package to the Office of the City Administrative Officer, 200 N. Main St., Room 1500, Los Angeles, California, 90012 or alternatively submitted electronically to cao.film-rfp@lacity.org (see item C. for additional details on submitting responses electronically). Hand-delivered proposals must be time and date stamped by the Office of the City Administrative Officer receptionist. Proposals submitted after 2:00 p.m. (Los Angeles Time) will be marked non-responsive and not opened.

Proposals shall be packaged as follows:

- 1) If mailed or delivered in person, proposals will be sealed in a plain envelope or package with the name and address of the Proposer and the words Film Permit Services Proposal clearly marked in block letters on the outside. Seven complete copies will be provided.
- 2) The signed and completed standard City contracting forms (Appendices C, D, E, F, H, J and L) shall be submitted along with the proposal, but separate from the other elements of the proposal, and clearly marked.

DRAFT

- 3) A cover letter will be included which will have the following items:

Name, address, telephone number of the Proposer

Name of primary contact

Name(s) and titles of additional key staff

The following signed statements:

"The undersigned certifies that it has no known conflicts of interest in making this proposal, has exercised due diligence in determining potential conflicts of interest, and has fully disclosed all past and present contractual relationships with the City (both compensated and uncompensated) in submitting this proposal.

The undersigned declares under penalty of perjury that: (1) the offer is genuine, not sham or collusive; (2) the offer is not made in the interest, or on the behalf of, any person not named therein; (3) the Proposer has not directly or indirectly induced or solicited any person to submit a false or sham offer or to refrain from proposing; and (4) the Proposer has not in any manner sought by collusion to secure an advantage over any other Proposer."

The signature of the Proposer and/or corporate officer.

- 4) A signed List of Terms (see Appendix M).
- 5) A list of prior contracts with the City held within the last ten years.

C. If submitted electronically:

- 1) Proposals must be received by 2:00 p.m. The prospective contractor is responsible for submitting the proposal in a timely manner and no exceptions will be made if submissions are delayed by the City's server, fire wall, or for any other reason attributed to the City.
- 2) The subject line shall read Film Permit Services Proposal and the body of the email shall contain the name and address of the Proposer.

DRAFT

- 3) All other information shall be submitted as separate attachments and shall be in PDF format. All forms must include required signature(s), electronically scanned and submitted in PDF format. This includes signed and completed standard City contracting forms (Appendices C, D, E, F, H, J and L), a cover letter (as detailed in B.(3) above), a signed List of Terms (see Appendix M), and a list of prior contracts with the City held within the last ten years.
- D. Responsive Proposers will be expected to give an oral presentation after an initial review by the selection committee. Depending upon the number of proposals submitted, the City may pre-screen the proposals and limit the number of oral presentations to the highest ranked.
 - E. A Draft Contract will be offered to the highest rated responsive Proposer and the Proposal and Draft Contract will be submitted to the Council for final approval. The Contract will be executed after approval by the Council.
 - F. The City reserves the right to reject all proposals; issue RFPs subsequent to this RFP; cancel this RFP; remedy technical errors in this RFP; approve or disapprove the use of particular contractors and subcontractors; modify any requirements contained within the RFP, and request revised submittals from Proposers; negotiate with any, all, some or none of the Proposers; solicit last, best and final offers from any, all, some or none of the Proposers; award a contract to one or more Proposers; select and combine multiple proposals; and change the proposal schedule as the City deems advisable.

During the evaluation process the City may evaluate the proposal of bringing one or more of the services "in-house", directly providing the service with the use of City personnel rather than utilizing a contractor. The City reserves the right to do so in lieu of offering a contract.

PROPOSAL CONTENT

DRAFT

The following items will be included in the successful proposal.

- **A Detailed Bid for the Entire Scope of Work.**

The bid shall include a description of the methodology that will be used to complete the work, including estimated hours, levels of staff, costs, and time frame. The methodology should include the time frames that will be required for coordinating permits in comparison to those recommended in Appendix T. If the proposer anticipates making exceptions to their proposed standard time frame requirements, a detailed description of this particular methodology should also be included.

- **A Detailed proposal of any portion to be subcontracted**

If any portion of the Contract is to be subcontracted, it must be clearly set forth as to the part(s) to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. For each subcontractor proposed, provide the following information:

- The specific service being subcontracted
- Name of Subcontractor
- Subcontractor's Contact Name
- Contact Title
- Contact Phone Number
- Mailing Address
- Location of Business (if different from mailing address)
- Telephone Number
- Description of Work to be Subcontracted
- Reason Subcontracting
- Percent of Total Contract to be Subcontracted & Dollar Amount
- Relevant work experience in years and level of responsibility
- Experience in number of years that your firm has worked with the Subcontractor providing these services
- Indicate if Subcontractor is a minority or women owned firm

- **Experience and Ability.**

Similar work experience must be demonstrated. Examples of relevant submissions include past reports for other entities, lists of references and resumes of staff that will be performing services.

PROPOSAL EVALUATION

DRAFT

Proposals will be evaluated based upon their responsiveness to this RFP and their relative quality. Proposals which are evaluated as non-responsive will not be evaluated for their quality. Points will be assigned for qualitative items only.

Responsiveness to the RFP will be evaluated according to the following criteria:

- ▶ Timeliness of submission. Late submissions will be deemed non-responsive.
- ▶ Inclusion of all requested City forms and documents (See Appendices C, D, E, F, H, J and L). Proposals missing any of the requested forms will be deemed non-responsive.
- ▶ A signed cover letter that meets all the requirements listed in the "Proposal Process" portion of this document. Lack of the required cover letter, with all required language and signatures will be deemed non-responsive.
- ▶ A signed List of Terms (see Appendix M).
- ▶ A list of prior contracts with the City held within the last ten years.

Quality of each proposal will be evaluated based on the following criteria:

- ▶ The quality and completeness of the work plan to operate with the purposes, perform the tasks and provide the service levels as defined in the "Scope of Work", including the financial capacity to withstand variable work conditions, such as labor strikes, that affect the contractor (40%);
- ▶ Costs and fee structures that minimize costs to Constituents (City Taxpayers and Entertainment Industry Customers) (20%);
- ▶ Previous experience and ability of organization and staff to be assigned to this work (see Proposal Content, page 15, for examples of relevant submissions) (25%);
- ▶ Oral Presentations/Interviews (15%).

GENERAL RFP INFORMATION

DRAFT

Please note that:

- The use of the non-specific, undefined term “the City” is purposeful in this RFP. Throughout and following the contract negotiation process, the CAO is prepared to make recommendations as to the specific City Departments, entities, and sometimes as specific as individuals to be designated for specific responsibilities on behalf of the City. This level of detail would be appropriate in documents such as the contract or individual Memorandums of Agreement developed between the Contractor and individual City Departments, not the RFP.
- All proposals submitted will become the property of the City of Los Angeles and will become public record. Proposers must identify all trade secrets or other proprietary information that the Proposer claims is exempt from disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) (CPRA). In the event a Proposer claims such an exemption, the Proposer is required to state in the offer that: “The Proposer will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore.”

Proprietary information shall be clearly marked. A separate copy of the proposal not containing such information must be submitted with the original proposals. The City reserves the right to make an independent determination as to whether any materials are subject to disclosure under the CPRA.

- The successful Proposer will be contractually required to make any and all financial records related to the performance under this contract available to City staff for auditing purposes. Failure to do so shall constitute a breach of contract.
- All costs of the proposal preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation and/or the submission of the proposal.
- The proposal shall include the best terms and conditions of the Proposer. Submission of the proposal shall constitute a firm and fixed offer to the City that shall remain open and valid for a minimum of six (6) months from the proposal submission deadline.

- Proposals shall be reviewed and rated by the City as submitted. No changes or additions may be made by the Proposer after the deadline for receipt of proposals. The City, in its discretion, may ask one or more proposers for additional information or clarification.

Proposals may be withdrawn by the Proposer personally or in writing prior to the scheduled deadline for receipt of proposals.

- The City reserves the right to withdraw this RFP at any time, to reject any and all proposals, and to waive any irregularity in any proposal received, when to do so is to the benefit of the City or its taxpayers.
- The City reserves the right to establish a process for a secondary competition among equally rated Proposers, if necessary.
- The contract to be negotiated as a result of this RFP will be for a term of up to ten years. However, the term may be longer should the City determine it will benefit the City or its taxpayers. A Proposer may offer a price based upon a multiple year contractual arrangement. However, a multiple year contractual arrangement is not guaranteed. Subsequent execution of options, contract renewals, extensions and/or amendments may be subject to a number of factors, including, among others: a performance evaluation, the City's need, and the approval of the Mayor and City Council.
- **Contractor Evaluation Program.** At the end of this contract, the City may conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other contracts.
- **Equal Benefits Ordinance.** Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Proposers shall refer to Appendix D for further information regarding the requirements of the Ordinance. In order to be deemed responsive, all Proposers shall complete and return, with their proposal, the Equal Benefits Ordinance

Compliance Form (three (3) pages) contained in Appendix D, the Application for Reasonable Measures Determination (one (1) page) and the Application for Provisional Compliance (two (2) pages) have been included in the Appendix but should be submitted only if applicable. Unless otherwise specified in this procurement package, Proposers do not need to submit supporting documentation with their bids or proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the Proposer that is selected.

- **Subcontractors/Joint Ventures** - Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City. The Contractor may not enter into subcontracts and joint participation agreements with others for the performance of portions of resultant Contract without approval of the City. The provisions of resultant Contract shall apply to all subcontractors in the same manner as to the Contractor. Upon written request from the City, the Contractor shall supply the City at no cost with all subcontractor agreements.
- **Subcontractors' Requirements** - Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- **Prime Contractor** - The Proposer awarded the Contract must be the prime Contractor performing the primary functions of the Contract. If any portion of the Contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the prime Contractor on the awarded Contract. The prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.
- **Conflict of Interest**
 1. Prior to final execution of a Contract, the Contractor must covenant that none of its directors, officers, employees, or agents shall participate in selecting or administrating any subcontract related to the Contract, where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - (a) A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - (b) The subcontractor is someone with whom such person has or is

- negotiating any prospective employment; or
- (c) The participation of such person would be prohibited by the California Political Reform Act, California Government Code S87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

2. Definitions

- (a) The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- (b) The term "financial or other interest" includes but is not limited to: (i) Any direct or indirect financial interest in the specific Contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward; (ii) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
3. The Contractor must covenant that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subagreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
4. Prior to obtaining the City's approval of any subcontract, the Contractor must disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
5. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
6. The Contractor must warrant that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
7. The Contractor must covenant that no member, officer or employee of Contractor shall have interest, direct or indirect, in any Contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

DRAFT

8. The Contractor must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

DRAFT

APPENDIX A
TARGETED SCHEDULE OF RFP PROCESS
(Estimates may be subject to changes)

<u>Milestone</u>	<u>Target Date</u>
Release RFP to potential Proposers	5/1/09
Deadline for receiving written questions for Pre-Proposal Conference	5/20/09
Issue answers to written questions, if applicable	5/27/09
Pre-Proposal Conference	6/17/09
Issue addendum in response to Pre-Proposal Conference, if applicable	6/17/09
RFP RESPONSES DUE	7/8/09
Begin RFP Evaluations	7/9/09
Conduct site visit(s), if applicable	7/13/09- 7/24/09
Develop "short list" of Proposers	8/11/09
Begin Oral Presentations	8/12/09
Offer Contract to apparent successful Proposer/Finalize Contract	8/25/09
Write Report to Council/Mayor	9/2/09
City Council Committee Review of selection	9/9/09
City Council Review of selection	9/23/09
Execute Contract	10/8/09

APPENDIX B
INSURANCE REQUIREMENTS

DRAFT

The contractor will be required to obtain insurance coverage which meets or exceeds the required City minimum and names the City as an insured party. Proof will be required prior to execution of a contract with the City.

APPENDIX C
AFFIRMATIVE ACTION

DRAFT

The following must be submitted as part of the response to the RFP.

APPENDIX D
EQUAL BENEFITS ORDINANCE

DRAFT

The following must be submitted as part of the response to the RFP.

APPENDIX E
SLAVERY DISCLOSURE

DRAFT

The following must be submitted as part of the response to the RFP.

DRAFT

APPENDIX F SUBCONTRACTOR OUTREACH PROGRAM

Prior to proposal submittal the Proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. Affirmative steps for Good Faith Effort Documentation are outlined herein. The Good Faith Effort Documentation must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will render the proposal non-responsive.

APPENDIX G
STANDARD PROVISIONS FOR CITY CONTRACTS

DRAFT

The following are Standard Provisions for City Contracts that the selected Proposer will be required to agree to when executing the Contract with the City. Inclusion of these provisions in this document do not, in any way, imply a willingness on behalf of the City to actually execute a contract with the Proposer. These are included expressly for the Proposer's evaluation of the cost of a potential contract with the City.

APPENDIX H
BIDDER CERTIFICATION

DRAFT

The following must be submitted as part of the response to the RFP.

APPENDIX I
MUNICIPAL LOBBYING ORDINANCE

DRAFT

The following Los Angeles Municipal Code Section 48.01 has been provided to you.

DRAFT

APPENDIX J
CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

The following must be submitted as part of the response to the RFP.

DRAFT

APPENDIX K
COUNCIL FILE 92-0021 (WORKFORCE INFORMATION)

APPENDIX L
LIVING WAGE ORDINANCE

DRAFT

The following must be submitted as part of the response to the RFP.

APPENDIX M
LIST OF TERMS

DRAFT

The following must be submitted as part of the response to the RFP.

DRAFT

APPENDIX M
RFP for Film Permit Services– List of Terms

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 to the Contract Administrator. To the extent that the policies and procedures impact City operations, approval of the Contract Administrator must be obtained prior to implementation.

Coordination of Meetings with City Personnel

The Contractor shall coordinate all invitations of City personnel with the City Contract Administrator. This includes all third-party invitations and meetings in which Contractor has been invited and learns of invitations being extended to any City personnel.

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 under such act, operating as if they are a local agency.

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.

Equal Treatment of Customers

The Contractor shall provide equal treatment to all customers. Contractor is expected to provide equal treatment to all persons or organizations: 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.

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

DRAFT

includes the efficient use of fax, email, and other devices. Cooperate fully with the City in the efficient use of technology.

The Contractor shall upon termination of the contract, provide rights to the City to any and all computer systems which the contractor own(s)(ed) and utilize(s)(ed) in the regular course of business.

Environmental Protection

The Contractor shall take all reasonable steps to minimize impact on the environment.

Reporting Requirements

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.

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.

The Contractor shall submit to the City Contract Administrator other ad hoc reports that the City may request on issues of interest to the City relating to on-location filming; provided, that such reports require reasonable time and cost to the contractor to generate.

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.

The Contractor shall submit to the City Contract Administrator each year a copy 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 fiscal year.

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.

DRAFT

The Contractor shall submit to the City Contract Administrator any changes to its 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.

The Contractor shall pay the City \$100 each working day any report is late. The City may choose to waive this fine if it is in the best interest of the City or the City believes there is a reasonable basis for doing so.

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.

Contractor Fees

The Contractor may charge its Entertainment Industry Customers a fee for each and any service contractor provides in connection with the services contractor provides to its Entertainment Industry Customers. The City has the right to review the fees contractor charges its Entertainment Industry Customers and may require the fees be changed.

Payment of Compensation to Contractor

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

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.

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 records (including electronic) within 24 hours of the request of the City.

DRAFT

The Contractor shall ensure the cooperation of its staff and contractor's board members (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.

State of Emergency

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 make its staff and resources available to the City.

The Contractor shall, as requested, cooperate with the 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.

Termination

The Contractor may terminate contract by giving 180 days written notice to the City. The termination will be effective 180 days after the City receives the written notice. The City may terminate contract by giving 30 days written notice to the other party. The termination will be effective 30 or more days (as specified in the written notice) after the contractor receives the written notice. Contract provisions for indemnity, statements, audits, payments, and refunds survive termination.

The City may immediately terminate this Contract: upon the lapse of insurance as required herein; upon violation of the Municipal Lobbying Ordinance (LAMC 48.01) or any other City, State or Federal ethics or lobbying laws; upon contractor's acquisition of, or merger or consolidation with, any other entity; or upon the occurrence of any business decision that significantly alters the staffing, including but not limited to, the composition of its Board (if such a Board exists).

DRAFT

Permit Coordination – Services to be Performed

The Contractor shall assist Entertainment Industry Customers with securing film permits within the City of Los Angeles, as follows:

Coordinate film permit applications from Entertainment Industry Customers and the issuance of film permits in a centralized manner;

Interface with City departments with respect to permit applications of Entertainment Industry Customers 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 LAPD, and other applicable City departments, is accurate and detailed, in particular, activity that is likely to generate public concern such as screams for help, screeching tires, etc.;

Provide guidance and advice on permit issuance and related issues to Entertainment Industry Customers;

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 (including review and consideration of community surveys, when required, in a format approved by the City Contract Administrator and consistent with rules approved by the City);

Provide pre-production walk-throughs to assess/mitigate impacts of proposed film activities;

Will upon receipt of approval by City issuance authority (presently LAPD), release film permits to Entertainment Industry Customers;

Will coordinate permit revisions and/or extensions subsequent to the approval and release of an original permit. However, the Contractor must obtain concurrence from the Uniformed Fire Safety Officer and/or LAPD officer if one is assigned. If neither is assigned, Contractor will contact designated City personnel;

DRAFT

Coordinate the issuance of film permits as 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; and,

Contractor must adhere to City's policies and procedures with regard to insurance compliance by Entertainment Industry Customers.

The Contractor shall respond to complaints.

The Contractor shall provide a method that allows the City to independently verify and validate the number of complaints and their content.

The Contractor shall respond to inquiries regarding the filming permit process from the City.

The Contractor shall collect fees (including City fees), process refunds and make monthly payments of City fees to the City. Refunds will be made to all Entertainment Industry Customers on a proactive basis.

The Contractor shall account for payment collections from its Entertainment Industry Customers, daily bank deposits, cash receipts reconciliations, reconciliation of final permits to payments received in connection with such permits, reconciliation of accounts receivable and incoming payments, analysis and reconciliation of refund requests and processing.

The Contractor shall reconcile billings for City Fees from City departments to estimated permit payments, coordinate and resolve disputes/errors/differences with City billings, prepare summary reports for payment processing due to inconsistent billing formats from various City departments.

The Contractor shall prepare and submit payments of City Fees to City.

The Contractor shall, in coordination with the City, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis.

The Contractor shall, in coordination with the City, improve conditions relating to motion picture, television and photography activities for the Los Angeles City area.

The Contractor shall, if requested by the City, market and promote Los Angeles City to the entertainment industry.

The Contractor shall, 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 Contractor shall, if requested, provide advice to the City regarding filming policy and the permit process.

The Contractor shall, 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, if requested, provide monitor services at specified locations permitted for filming. Approval of the Contract Administrator must 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.

The Contractor shall, 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.

Permit Coordination – Service Levels

The Contractor recommendations of permit conditions will result in a 97% or greater satisfaction rate when citizen complaints are compared with total number of permitted production days. The contractor will not be held accountable for the behavior of the Entertainment Industry Customer if the activity which the complainant describes is in violation of the permitted activity.

The Contractor shall coordinate permits in a timeframe which allows proper approval and required work be performed by City personnel. The below charts outline the time needed to coordinate permits. If any question(s) arise to the below, the City Contract Administrator will have the authority to clarify or amend the information.

If the permit request/activity:	Contractor needs to coordinate the permit to allow the following to be performed:
requires closure of a major, secondary road or directional change	Board of Public Works review, posting to agenda 3 days in advance (as required by Brown act)
is considered "high impact"	Additional review by City and increased/advanced communication with

DRAFT

	impacted community
requires a community survey	Thorough survey of effected community, taking 1-3 days to complete; submittal of completed survey for review by FPCS contractor/City
requires DOT posting	Posting, 48 hours in advance
Is activity not considered "low impact" (subject to any of the above)	Notification, 36 hours in advance
is "low impact" (not subject to any of the above)	Notification, 24 hours in advance

For all permit requests:	Contractor needs to coordinate the permit to allow the following to be performed:
	<p>Approval of necessary City Departments, allowing sufficient time for review/response/assignment of required City personnel</p> <p>Release of permit to production company should normally be at least 24 hrs. in advance of the beginning of permitted activity</p>

The definition of high impact activity will be defined by the permit issuance authority, currently LAPD, with input from other identified stakeholders. The current definition of high impact activity will include the following: gunfire (real or simulated), explosives, car chases, use of sirens and aircraft. This definition can be modified by the permit issuance authority at any time.

All requests to LAPD for review and approval must contain all reviews and approvals already obtained from other City departments. The City acknowledges that approvals from various departments may be sought simultaneously. However, when department approvals are sought from departments other than LAPD prior to LAPD, the contractor will include the reviews and approvals already obtained.

The Contractor shall provide approval of permits to Entertainment Industry Customers. Final approval and the release of the permit is contingent upon the required community notifications being performed. Final approval and release of the permit must be provided to Entertainment Industry Customers in advance of the beginning of the permitted activity.

DRAFT

The Contractor shall maintain standard office hours a minimum of 7 a.m. to 6 p.m., Monday through Friday, with the exception of major holidays.

The Contractor shall ensure refunds to Entertainment Industry Customers are provided within 10 calendar days of receiving documentation that indicates a refund is due.

The Contractor shall close all permits within 90 days following the conclusion of filming activity. This includes the collection of all outstanding invoices from City departments and processing refunds to Entertainment Industry Customers. Exceptions can be made by the Contract Administrator for delays caused by the City.

The Contractor shall, for specified locations, provide monitors or other designated contractor staff to 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 within 2 business days following the conclusion of the permitted activity. Along with the signs, contractor will submit a brief report containing the number, type of, location of signs DOT reported as posted and the number, type of, location of signs collected and returned by contractor.

Permit Coordination – Reporting Requirements

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.

The Contractor shall submit to the City Contract Administrator, on a monthly basis, in a format approved by the Contract Administrator (most likely Excel), a list of all of its Entertainment Industry Customers, including: the Production Company's name; the principal owner of each company or the chief executive officer of each corporation, as applicable; address; telephone number; contact person; type of production; production title; and requested filming location(s) and date(s).

The Contractor shall submit annually to the City Contract Administrator the most recent analysis of the California Film Commission comparing City Fees charged by the City to the fees charged by other jurisdictions within 30 miles of the intersection of La Cienega and Beverly Boulevards in Los Angeles.

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.

The Contractor shall submit to the City Contract Administrator a written copy of all 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.

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.

Permit Coordination – City Fees

The Contractor shall for film permits coordinated through contractor, contractor, not its Entertainment Industry Customers, are obligated to pay to the City all City Fees other than those customarily collected by the City directly from the Entertainment Industry Customers.

The Contractor shall 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 within 30 calendar days of receiving from the City an invoice for City Fees, pay to the City, in United States currency, all City Fees billed.

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 within 7 business days of the final resolution of such dispute.

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

DRAFT

that rate from the date the unpaid City Fees became late until payments made by contractor.

The Contractor may before releasing a film permit issued by the City to any of it's Entertainment Industry Customers, collect from the customer all fees that contractor charges that customer in connection with the permit and may require the customer sign and/or otherwise agree to additional applicable terms, conditions and restrictions in addition to those contained in the permit itself. The City has the right to review the applicable terms, conditions and restrictions contractor requires its Entertainment Industry Customers sign and may require the applicable terms, conditions and restrictions be changed. The City requires contractor to refund all companies on a proactive basis if overpayment is made. If a proposer 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 30 calendar days of receiving an invoice for City fees regardless of their ability to collect from individual Entertainment Industry Customers.

DRAFT

Notification Services – Services to be Performed

The Contractor shall provide Entertainment Industry Customers with notification services within the City of Los Angeles, as follows:

Provide services to notify all affected persons and organizations within the City, including nearby residents and businesses and City entities, of upcoming filming;

Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community);

Provide proof notifications were performed to Entertainment Industry Customers and the City. Proof must be provided within sufficient time to allow for the release of Film Permits in advance of the beginning of the permitted activity. Proof must be provided and recordkeeping maintained in a format approved by the Contract Administrator prior to implementation;

Notifications performed will comply with all City rules and regulations.

The Contractor shall respond to inquiries regarding the notification process from the City.

The Contractor shall, 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.

The Contractor shall, if requested, provide advice to the City regarding the notification process.

Notification Services – Service Levels

The Contractor shall provide notification services at a 100% success rate in regards to the timeliness, completeness of activities identified to be performed on the notification, courteousness of employees or other matters regarding the notification.

The Contractor shall provide a reduced success rate of 95% or greater for the posting of notices for the geographical area designated to be notified. For instance if 100 residents are designated to receive notices, no more than five residents can claim to have not received a notice in order for the contractor to meet this service level.

DRAFT

The contractor will not be held accountable for the behavior of the Entertainment Industry Customer or for the specifics of the permitted activity.

The City acknowledges on rare occasions the contractor may fail to notify a given resident, business or other entity. However in instances in which a notification is not provided the Entertainment Industry Customer will be compensated for any and all fees they were charged in which services were not provided.

The Contractor should provide notification services at least 24 hours in advance of the beginning of the permitted activity if the activity is determined to be low impact and otherwise should provide notification services at least 36 hours in advance of the beginning of the permitted activity.

Notification Services– Reporting Requirements

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.

DRAFT

Complaint Referral – Service to be Performed

The Contractor shall provide complaint referral services on a 24 hour/7 day a week basis and assist with the timely resolution of community and entertainment industry complaints. The services that shall be provided are as follows:

Provide access by the community, maintaining a central repository for input by residents, businesses, and the entertainment industry;

Maintain a record of citizen and entertainment industry comments in compliance with guidelines established by the City Contract Administrator;

Solicit, receive and document comments on a form approved by the City Contract Administrator;

Refer comments requiring immediate enforcement action to appropriate City enforcement personnel in a timely manner (as defined herein Service Levels);

Review written stakeholder comments/complaints;

Provide a method that allows the City to independently verify and validate the number of complaints and their content.

Upon request, in consultation with the City, prepare written responses to comments/complaints;

Receive and respond to complaints regarding filming from City Officials;

In coordination with the City, refer complaints and filming related problems referred by City Officials;

Coordinate with the City Council, field offices, and the community in advance of, during, and after exceptional filming activities in any district;

Implement a survey of Entertainment Industry Customers in a form and frequency approved by the City Contract Administrator, for the purpose of obtaining information to identify existing problems industry experiences while filming in the City of Los Angeles as well as to provide information in regard to the Contractor(s) performance.

The Contractor shall, if requested, provide advice to the City regarding filming policy and complaints received.

DRAFT

Complaint Referral – Service Levels

The Contractor shall provide response services to complaints on a 365 days-a-year, 24 hours-a-day, 7 days-a-week basis.

The Contractor shall refer complaints to appropriate City personnel within 15 minutes if the activity is currently in progress.

The Contractor shall respond to complaints within one hour when complaints are received, the activity is currently in progress, and is of a nature that requires direct resolution by the Contractor.

The Contractor shall refer complaints to appropriate City personnel within one working day if the complaint is received and the activity is no longer in progress.

The Contractor shall respond to complaints on an initial basis within 1 calendar day and finalize/complete any responses, including written, if necessary, within 7 calendar days when complaints are received, the activity is no longer in progress, and is of a nature that requires direct resolution by the Contractor.

Complaint Referral – Reporting Requirements

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. At a minimum, a report on complaints will be provided on a monthly basis as well as a compilation of data provided annually. Complaint data, records and background information provided must be clear and complete.

APPENDIX N SUPPLEMENTAL DATA REGARDING THE CURRENT FILM PERMIT PROCESS

Current Film Permit Process

The current steps of obtaining filming conditions and approval and collecting film permitting related funds are as follows:

1. A production company describes their location filming needs to the Film Permit Coordination Services (FPCS) contractor.
2. The FPCS contractor conveys the request to each affected City department.
3. Each affected City department reviews the request and communicates permitting conditions, fees and *estimated* costs for service to the FPCS contractor. All film permits are subject to review by the permit issuance authority, presently the Los Angeles Police Department.
4. Appropriate notification of the community affected by upcoming filming is made.
5. If the Police Department approves, the FPCS contractor ensures that the film permittee understands the permit conditions and collects a deposit in a sum sufficient to cover the *estimated* costs.
6. If changes are needed to the permit after its approval, a permit amendment (called a "rider") is processed with additional conditions and *estimated* charges.
7. The filming takes place. During filming, spot checks and other monitoring of the filming takes place.
8. Throughout and following filming, complaints may occur which are then resolved.
9. After the filming is complete, the FPCS contractor seeks *final or actual* costs from affected City departments.
10. City departments provide the *final* costs.
11. The FPCS contractor remits the *final* costs to the City in the next monthly payment and provides film permittees with refunds or collects extra costs from them, as appropriate.
12. The monthly remittance is provided directly to the City Controller's Office (with a copy to the City Contract Administrator, currently the CAO). The remittance is accompanied by a comprehensive report which provides the detail of charges being addressed by the payment and any outstanding charges not included in the payment. Information included is as follows:
 - all permit charges paid, specified by month of the permit activity
 - the date and amount of the permit charges
 - whether it is a reimbursement for services or fee for use

DRAFT

of City property

- the approving authority in each City department.

Note: Permit charges which are not included in the payment are usually the result of the recent date of the activity or the lack of an invoice or other notification of final costs from each department.

13. The City Controller's Office deposits the funds to the City Treasury and sends copies of appropriate deposit documents and relevant portions of the reconciliation report to each affected City department.
14. The City department reconciles the receipt of funds against the final costs for each permit.
15. The City departments notify the City Contract Administrator (currently the CAO) if there are any problems collecting or accounting for funds (including charges which are delinquent). The City Contract Administrator (currently the CAO) assists the City departments with problem resolution.

APPENDIX O SUPPLEMENTAL DATA REGARDING THE CITY DEPARTMENTS INVOLVED

City Departments Involved

- Office of the City Administrative Officer
Acts as Contract Administrator and verifies proof of insurance.
- City Controller
Processes deposit of funds.
- Treasurer
Receives deposit of funds.
- Los Angeles Police Department
Authority to grant approval/issue permit. Responsible for reviewing permits as well as enforcement of permit conditions. Supervisory police personnel conduct spot checks of the permit compliance and respond to particular complaints.
- Los Angeles Fire Department
Reviews all film permit requests containing explosives, fire, public assemblage issues and/or the use of schools and churches. If a Fire Safety Officer (FSO) is required, the FSO staffs the film location to ensure public safety from fire, explosive and public assemblage hazards. For productions where a FSO is not required, Fire Inspectors conduct spot checks during filming activity.
- Department of Animal Services
Reviews permit requests containing the use of animals within the City limits. Staff the production location to ensure the safety of the animals and the public.
- Department of Transportation
Review permit requests for lane and street closures; modifications to parking rules; and post and remove special parking signs for permitted areas.
- Board of Public Works
Review and approve lane and street closures.

DRAFT

Permit requests for the use of City facilities are reviewed by the appropriate City agency. A representative list of such agencies is provided below. City staff in these agencies are often assigned to monitor filming activities at City facilities and may have film permit enforcement duties.

- Los Angeles World Airports (Los Angeles, Ontario, Van Nuys and Palmdale)
- Community Redevelopment Agency
- Convention Center
- Cultural Affairs (Warner Grand Theatre, Watts Tower, etc.)
- El Pueblo
- General Services (City Hall, Braude Constituent Service Center, Piper Tech etc.)
- Harbor Department (Port and Port-Owned property)
- Library Department (Central Library, Regional/Branch Libraries)
- Police (Parker Center, LAPD Intellectual Property)
- Public Works (Hyperion, Tillman/Japanese Gardens)
- Recreation and Parks (Griffith Park, City owned golf courses, recreation centers, parks, pools, etc.)
- Department of Transportation (Parking lots, etc.)
- Department of Water and Power (Water and Power facilities)
- Los Angeles Zoo

Additional information about each Department can be accessed via the internet at www.lacity.org.

DRAFT

APPENDIX P
SUPPLEMENTAL DATA REGARDING NEIGHBORHOOD FILMING
GUIDELINES

Neighborhood Filming Guidelines

Neighborhood Filming Guidelines will be included in the terms and conditions of permits issued for filming in the area defined within the Guidelines and are in addition to the standard terms and conditions applicable to filming permits generally. If the standard requirements for obtaining a film permit and the Neighborhood Filming Guidelines are in conflict, then the Neighborhood Filming Guidelines shall take precedence for the specific location. Currently, over 120 different Neighborhood Filming Guidelines are in existence.

The following language is representative of a typical Neighborhood Filming Guideline document:

- **Affected residents within 500 feet of all filming activity and/or within 200 feet of equipment parking must be notified at least 2 days in advance of the first filming date or the first day of any substantial set preparation.** *Notification must be done using approved notification forms.*
- Equipment vehicles may park on the west side of the street only. Other areas may be used if pre-approved.
- **Personal cast/crew vehicles are not permitted to park on area streets.** *Off-site parking must be arranged by the production company and cast/crew must be shuttled to and from the location.*
- **Catering must be contained on private property.** *Sidewalks, parkways, and grass areas may not be used.*
- **Production companies may not arrive in area prior to 7:00 a.m. and must depart no later than 10:00 p.m. unless approval is obtained and the approved times are indicated on the permit.**
- **To ensure compliance with the permit conditions, a monitor will be assigned.** *The monitor will arrive at the designated location 1 hour prior to the permit start time to ensure proper arrival time, remain with the production company during all filming related activities, and ensure proper departure times.*
- **Late night, weekend and holiday filming is generally prohibited, unless approved after a careful review of community concerns identified through the survey process.**

DRAFT

APPENDIX Q SUPPLEMENTAL STATISTICAL DATA

Statistical Data

July 1, 2007 - June 30, 2008

	Production Days	Number of Permits	Number of Locations
Commercial	5624	1559	4446
Documentary	924	132	413
Feature	7387	871	3521
Miscellaneous	3496	601	1277
Music Video	887	337	742
Premiere	20	17	19
Special Event	19	13	17
Still Photo	6142	1748	3042
Student Films	2153	694	1440
Television	18835	2214	6909
Total	45487	8186	21826

During this same year, 12,169 invoices were processed.

During this same year, 1,774 different correspondences were received from the community at large in regard to on location filming. This correspondence took place in multiple formats including telephone calls, written letters returned by U.S. mail, comments submitted via email/internet and post-cards distributed with notifications soliciting comments from impacted residents and business owners.

APPENDIX R
SUPPLEMENTAL DATA REGARDING NOTIFICATION GUIDELINES

DRAFT

Notification Guidelines

Notification of the community must occur for all location filming done within the City limits prior to the filming activity (unless the activity meets explicit criteria which exempts it from performing the notification requirement). The purpose of the notification requirement is to assist in establishing and maintaining a smooth relationship between the entertainment industry and the community. Notification Guidelines have not been reviewed, approved, adopted nor are endorsed by the Los Angeles City Council. These guidelines were developed in cooperation by the City Contract Administrator (currently the CAO) and the existing Film Permit Coordination Services (FPCS) contractor.

All Filming Notices should comply with the following:

1. Be brightly colored and printed using a plain font and minimum font size of 12 on recyclable material.
2. For single family residential buildings - Be placed at each logical entrance to a building (i.e. front door, garage door)
3. For commercial, industrial and multi-family residential buildings - Be delivered to the management. The expectation is management will be responsible for informing residents. However FPCS contractor will make every effort to notify residents directly if a standing request from resident exists.
4. For multi-family residential buildings – Upon approval of the management be placed on the entry/exit points of all floors or in a visible location within the lobby and/or parking area (i.e. building elevators).
5. Be provided to all properties within a one-block radius of the outer edge of the filming location.
6. The FPCS contractor is expected to utilize technology to the fullest extent possible in order to provide convenience to the public and any other stakeholders. This includes the efficient use of fax, email, and other electronic communication systems and devices. Business processes which reduce vehicular traffic or reduce negative impacts on the environment are strongly encouraged. In certain instances, electronic notification may be possible. However, the Contract Administrator would need to approve any policies in which electronic notification was

substituted rather than supplemental to standard paper notification.

6. Be done a minimum of 36 hours in advance (24 hours in advance if activity is determined to be low impact) of the earliest requested time frame for permit activity on the film permit.

For permit activity that will require street closure, lane closure, or temporary parking restriction signs, it is recommended notification be done in advance of closure/parking restriction signs being posted. Most of these postings are required 48 hours in advance of when they are to take effect.

7. Have the name of the production company and a contact name and phone number of an individual that can answer questions regarding the proposed activity and mitigate issues related to the filming. This contact information shall be valid until 24 hours after the permit activity.
8. Contain the phone number of the City issuance authority (currently LAPD) that approves film permits, contain the applicable contact information for the FPCS contractor's 24 hour/7 day a week complaint referral service, the City permit number, dates and times of activity and a mechanism for a stakeholder to provide written feedback.
9. Accurately and completely describe the activity that will occur, including (a) the use of support activities such as catering and mobile star trailers (b) any high-impact activity such as gunfire (real or simulated), explosives, car chases, use of sirens and aircraft and (c) any activity that is likely to generate public concern such as screams for help.
10. Notices issued will be fully documented and available for review by the City. Documentation shall contain a sample notice, a list of locations (not just addresses) the notice was distributed to, a list of property managers who were provided notice, and any issues encountered in conducting the notice and the resolution of those issues.
11. Prior to notice distribution, reasonable attempts to have the Entertainment Industry Customer approve the notification should be made. At a minimum, immediately following the notification distribution, the contractor should supply a copy of the notification to the Entertainment Industry Customer, indicating when the notification distribution was completed.

These General Notification Guidelines are to apply to all filming notices within the City limits. Additional (or modified) notification requirements may exist if the location being impacted is covered by "Neighborhood Filming Guidelines". Neighborhood Filming Guidelines represent negotiated agreements between the stakeholders in a community and the City. If these General Notification

DRAFT

Guidelines and the Neighborhood Filming Guidelines are in conflict, then the Neighborhood Filming Guidelines shall take precedence for the specific location. Currently, over 120 different Neighborhood Filming Guidelines are in existence.

APPENDIX S SUPPLEMENTAL DATA REGARDING COMMUNITY SURVEY GUIDELINES

Community Survey Guidelines

The purpose of the signature survey is to enable the City and the Film Permit Coordination Services (FPCS) contractor to determine the general sensitivity of the community to the specific project being proposed, and what steps should be taken to address those concerns. The Community Survey is not a request for approval of filming activity, but rather a means to make concerns of the impacted community known. The signature surveys will be evaluated in relationship to the location of the various signatories to the primary action and to the total number of people impacted by the proposed project. Community Survey Guidelines have not been reviewed, approved, adopted nor are endorsed by the Los Angeles City Council. These guidelines were developed in cooperation by the City Contract Administrator and the existing Film Permit Coordination Services (FPCS) contractor.

A Community Survey shall be required for the following:

1. Be conducted for all proposed activity in residential (and other areas designated to be sensitive to exceptional hours of filming) to take place weekdays after 10:00 p.m and prior to 7:00 a.m.
2. Be conducted for all proposed activity in residential areas (and other areas designated to be sensitive to exceptional hours of filming) to take place weekends and holidays after 10:00 p.m and prior to 9:00 a.m.
3. Be conducted for all proposed activity in which production will take place for more than five consecutive days. However, if the production will not impact the surrounding community, a community survey will not be required.
4. Be conducted if in the opinion of the City and/or the Film Permit Coordination Services (FPCS) contractor such Survey is warranted. Common reasons for this include: if there is a history of complaints in the proposed geographical area, if filming for the particular geographical area has become more frequent, or if a request for utilizing public parking and the posting of temporary parking restrictions by the City is great.

If a Community Survey is required, the Survey shall comply with the following:

1. Be provided to all properties within a 500 foot radius of the outer edge of the proposed filming location.

DRAFT

2. Be provided to all properties within a 200 foot radius of the outer edge of any public parking areas being utilized by the Entertainment Industry Customers as part of the proposed permitted activity.
3. The Entertainment Industry Customer should submit to the Film Permit Coordination Services (FPCS) contractor at least an initial request for a permit three business days in advance of such proposed activity, if the activity will require a Community survey, as detailed above. This is to allow the thorough surveying of the effected community, submittal of completed survey for review by FPCS contractor/City, and timely release of the permit.

These General Community Survey Guidelines are to apply to all filming notices within the City limits. Additional (or modified) survey requirements may exist if the location being impacted is covered by "Neighborhood Filming Guidelines". Neighborhood Filming Guidelines represent negotiated agreements between the stakeholders in a community and the City. If these General Community Survey Guidelines and the Neighborhood Filming Guidelines are in conflict, then the Neighborhood Filming Guidelines shall take precedence for the specific location. Currently, over 120 different Neighborhood Filming Guidelines are in existence.

APPENDIX T DETAILS REGARDING TIME NEEDED FOR COORDINATING PERMITS

If the permit request/activity:	Contractor needs to coordinate the permit to allow the following to be performed:
requires closure of a major, secondary road or directional change	Board of Public Works review, posting to agenda 3 days in advance (as required by Brown act)
is considered "high impact"	Additional review by City and increased/advanced communication with impacted community
requires a community survey	Thorough survey of effected community, taking 1-3 days to complete; submittal of completed survey for review by FPCS contractor/City
requires DOT posting	Posting, 48 hours in advance
Is activity not considered "low impact" (subject to any of the above)	Notification, 36 hours in advance
is "low impact" (not subject to any of the above)	Notification, 24 hours in advance

For all permit requests:	Contractor needs to coordinate the permit to allow the following to be performed:
	<p>Approval of necessary City Departments, allowing sufficient time for review/response/assignment of required City personnel</p> <p>Release of permit to production company should normally be at least 24 hrs. in advance of the beginning of permitted activity</p>

If any question(s) arise in regard to the above, the City Contract Administrator (currently the CAO) shall have the authority to clarify or amend the information.

The definition of high impact activity shall be defined by the permit issuance authority, currently LAPD, with input from other identified stakeholders. The current definition of high impact activity shall include the following: gunfire (real or simulated), explosives, car chases, use of sirens and aircraft. This definition can be modified by the permit issuance authority at any time.

DRAFT

Most of these are the guiding practices already in place. By outlining them and including them in the RFP, the City is giving the Contractor an idea of the resource allocation required to successfully coordinate permits and perform the work described within this document.

The above detail typical minimum requirements. Earlier requests/inquiries by Entertainment Industry Customers to Contractor are **strongly** encouraged. Earlier requests equate to an Entertainment Industry Customer having a better chance of getting their needs met and requests granted.