

TRANSMITTAL

0150-11864-0000

TO
The City CouncilDATE
03/16/21

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
Citywide**Agreement Between the City and FilmLA, Inc.
Proposed Contract Amendment**

This Proposed Contract Amendment is exempted from cost containment, is authorized for execution and transmitted for your consideration.
See the City Administrative Officer report attached.



(Ana Guerrero for)

MAYOR

RHL:DHH:06210097t

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

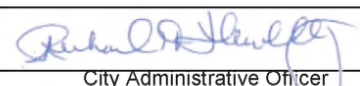
To: The Mayor	Date: 03-16-21	C.D. No. Citywide	CAO File No.: 0150 - 11864 - 0000.
Contracting Department/Bureau: Board of Public Works		Contact: Fernando Campos	
Reference: Letter to the Mayor requesting approval, dated March 5, 2021; referred for report on March 8, 2021			
Purpose of Contract: Provide Film Permitting Services			
Type of Contract: () New contract (X) Amendment, Contract No. C-127625		Contract Term Dates: June 30, 2016 through March 30, 2021 (Amendment will extend the term through June 30, 2025)	
Contract/Amendment Amount: \$0			
Proposed amount \$ 0+ Prior award(s) \$ 0= Total \$ 0			
Source of funds: [Click here and type source of funds]			
Name of Contractor: FilmLA, Inc. Address: 6255 W. Sunset Blvd, 12 th Floor, Los Angeles, CA 90028			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: % (see report summary)			
Contractor has complied with: (see report summary)		Yes	No
8. Business Inclusion Program			
9. Equal Benefits & First Source Hiring Ordinances			
10. Contractor Responsibility Ordinance			
11. Disclosure Ordinances			
12. Bidder Certification CEC Form 50			
13. Prohibited Contributors (Bidders) CEC Form 55			
14. California Iran Contracting Act of 2010			

RECOMMENDATION

That the Mayor and Council authorize the President of the Board of Public Works to execute the Proposed Contract Amendment with FilmLA Inc for film permitting services through June 2025, with an additional five-year extension, subject to verification by the City Administrative Officer of compliance with all City contracting requirements.

SUMMARY

The Board of Public Works requests approval of a Contract Amendment to the current Contract with FilmLA for film permitting services. The City has had a contractual relationship with FilmLA since 1994, when the City established the operation as a 501(c) 4 non-profit to replace a Board of Public Works Motion Picture and Television Affairs Office that did not serve either the City or the entertainment industry well. Since then, the City and FilmLA have been party to multiple contracts. The current and most recent contract was established in June 2016 for a four-year term with two five-year renewal options. At the end of the four-year term, instead of executing one of the authorized five-year renewals, the City Council extended the four-year term to March 30, 2021. This was done to allow for more substantive changes to the Contract.

David Hirano			 City Administrative Officer
DHH	Analyst	06210097	

The Proposed Contract Amendment does the following:

- Extends the term of the Contract through June 2025 and provides for one additional five-year extension with the same terms and conditions;
- Updates the City Contract Administrator (changed from the Economic and Workforce Development Department to the Board of Public Works);
- Updates the City Standard Provisions;
- Clarifies the responsibility of FilmLA to help the City fulfill obligations to release data under the California Public Records Act;
- Allows a reduction of the required reserve level for payment of City fees during the COVID-19 pandemic (to the monthly average of City fees owed to the City) and retroactively ratifies this requirement;
- Restores the required reserve level for payment of City fees to the original level (two times the monthly average of City fees owed to the City);
- Requires FilmLA, in coordination with the City, to develop and implement community outreach programs throughout the City, on a proactive basis;
- Requires FilmLA to coordinate with the City on the dissemination of filming related information on the internet;
- Requires the City to provide 45 day advance notice of any fee increases affecting film permits; and,
- Makes other technical changes.

Since 1994, the beginning of the contractual relationship between the City and FilmLA, the City has not been required to pay FilmLA for film permit services. Therefore, funding is not required within the City budget. FilmLA is allowed to charge film permit customers to recover costs. Adjustments to the charges are limited under the contract by the change in the Consumer Price Index for all goods and services for the Los Angeles Metropolitan area.

Consistent with Los Angeles Administrative Code Section 10.5, the Proposed Contract Amendment requires approval of the City Council as the entire term of the Contract exceeds three years.

On March 15, 2021, the City Council requested that this report be filed with the City Clerk by March 19, 2021 so that it can be considered by the Council prior to Council recess and expiration of the existing contract, both of which occur on March 30, 2021. As a result, due to the submission of the request for approval by the Board of Public Works on March 5, 2021, we have had insufficient time to verify compliance with all City contracting requirements by FilmLA. However, FilmLA has a 26 year history of compliance with City contracting requirements. Therefore, we do not expect to find any major issues and are providing this report for consideration at this time at the request of the City Council. We will proceed to work with the Board of Public Works to ensure compliance with all City contracting requirements prior to the execution of this Proposed Contract Amendment.

Cost Containment

The Mayor's Fiscal Year 2020-21 Cost Containment Memo dated June 24, 2020 suspended all new contract execution. The memo states that:

- "Special Fund contracts with no General Fund impact may also receive an exception to this provision following a review of the financial health of those special funds and the recommended necessity of the expenditure by the CAO, and my consideration and approval."

- The Proposed Contract with FilmLA does not require a commitment of City funds.
- Film permitting services are necessary to ensure public safety.

Therefore, this Office recommends an exception of this Proposed Contract from Cost Containment restrictions.

FISCAL IMPACT STATEMENT

There is no direct General Fund impact. The contract does not require the City to pay the Contractor. Contractor compensation is obtained by fees charged by the Contractor to film permit applicants. Ensuring a well-run film permit process contributes to filming in the City and supports overall General Fund revenues.

FINANCIAL POLICIES STATEMENT

The recommendations comply with City Financial Policies in that sufficient special revenues exist to support this Contract Amendment.

BOARD OF PUBLIC WORKS
MEMBERS

GREG GOOD
PRESIDENT

AURA GARCIA
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

M. TERESA VILLEGAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

March 5, 2021

BPW-2021-0155

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

PERSONAL SERVICES CONTRACT - AMENDMENT NO. 2 AND RESTATED CONTRACT - FILMLA, INC.

As recommended in the accompanying report from the Director of the Office of Film and Television, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE the Second Amendment and Restated Contract with FILMLA, Inc. (FilmLA) for Film Permit Coordination Services extending the term through June 30, 2025 and updating the fee schedule and contract standard provisions, including option for one, five-year extension; and
2. AUTHORIZE the President or two members of the Board to execute the Second Amendment and Restated Contract.

(C-127625)

Fiscal Impact: There is no fiscal impact to the General Fund.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc





DEPARTMENT OF PUBLIC WORKS

BOARD OF PUBLIC WORKS,
OFFICE OF FILM AND TELEVISION
BOARD REPORT NO. 1

Council District: ALL

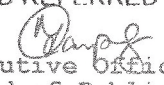
March 5, 2021

Honorable Members of the Board of Public Works

AUTHORITY TO EXECUTE PERSONAL SERVICES CONTRACT SECOND
AMENDMENT AND RESTATED CONTRACT NO. C-117026 BETWEEN CITY OF LOS
ANGELES AND FILMLA, INC.

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE CITY COUNCIL
MAR 05 2021

AND REFERRED TO THE MAYOR


Executive Officer
Board of Public Works

RECOMMENDATIONS

That the Board of Public Works (Board), subject to Mayor and City Council Approval:

1. APPROVE the Second Amendment and Restated Contract No. C-127625 with FILMLA, Inc. (FilmLA) for Film Permit Coordination Services extending the term through June 30, 2025 and updating the fee schedule and contract standard provisions, including option for one, five year extension; and
2. AUTHORIZE the President or two members of the Board to execute the Second Amendment and Restated Contract No. C-127625.

TRANSMITTALS

1. Proposed FilmLA Contract Amendment 2 (Restated) 2020;
2. Proposed FilmLA Contract Amendment 2 (Restated) 2020 Redline;
3. Exhibit E – FilmLA Primary Fee Schedule;
4. Revised/Updated Standard Provisions; and
5. Required Insurance and Minimum Limits

DISCUSSION

Background - On April 21, 2009, the City Council approved a Request for Proposals (RFP) for the provision of film permitting coordination services and authorized the Office of the City Administrative Officer (CAO) to release the RFP. FilmLA was the only respondent to the RFP and was selected as a qualified respondent. On March 23, 2010, the City Council approved Contract No. C-117026 between the City and FilmLA for a term of five years from date of execution (March 22, 2010) through June 30, 2015, with three, five-year renewal options, for a total term of 20 years (Council File No. 07-1586).

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FilmLA is a private non-profit organization that assists the entertainment industry with securing film permits within the City of Los Angeles (City). The City entered into contract with FilmLA to coordinate the film permit process in a centralized manner within the City. The contract provides the following benefits and services to the City and film and entertainment industry at-large:

- Ensures that filming in the City is done in accordance with City ordinances and in a manner that minimizes interference with neighborhood and merchant districts;
- Conducts community outreach and notification services to residential and commercial/industrial districts to inform them of filming within their communities;
- Collects permit fees; and
- Develop a marketing program to promote the City as a location for feature film, television and still photography.

On April 12, 2013, the contract administration for Contract No. C-117026 was functionally transferred from the CAO to the Economic Workforce Development Department (EWDD), including other film and television associated components (see Council File No. 08-3050).

On June 30, 2015, the five-year term for Contract No. C-117026 was set to expire yet the term was extended by letters of agreement between both parties through September 29, 2015 and October 29, 2015. Subsequently, the City Council approved a further term extension through April 30, 2016 and June 30, 2016 to allow staff to discuss technical issues and proposed contract revisions (Council File No. 07-1586-S2).

After several months of negotiations, on May 23, 2016, the City Council approved a new Contract No. C-127625 for a term of five years from the date of execution (June 15, 2016) through June 30, 2020, with two five-year renewal options (see Council File No. 07-1586-S2). Based on the aggregate term total of both the prior and new contracts, the total aggregate service period remained unchanged at 20 years from the original date of March 2010. Shortly after the execution of the new Contract No. C-127625, on July 10, 2016, the contract administration for Contract No. (C-127625) was functionally transferred from EWDD to the Board of Public Works under a new Office of Film and Television Production.

On June 10, 2020, the City Council approved a six month contract term extension from June 30, 2020 through December 30, 2020 (see Council File 07-1586-S2). Subsequently, on October 27, 2020, the City Council authorized a second term extension through March 30, 2021 to allow staff to discuss technical issues and proposed revisions to the contract with FilmLA.

Proposed Second Amendment and Restated Contract

Based on several months of discussion between the City and FilmLA, both parties have

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agreed to address the following areas of improvements, which are included in the proposed second amendment and restated contract (See Transmittal Nos. 1 and 2):

- Expand language related to the Public Records Act streamlining;
- Contractor (i.e., FilmLA) to maintain adequate staff levels based on demand;
- Non-denial of permits received timely (on-time) due to lack of personnel; and
- Acknowledge and provide improved services to “other” Permitting Services.

In terms of finances or fees, the second amendment and restated contract provides temporary changes to the Reserve for City Fees cash balance from equal to at least the average monthly amount of City Fees during the COVID-19 emergency pandemic (see Transmittal 3). Once the public health Emergency Declaration is lifted, then the Reserve for City Fees cash balance returns to twice the average. In addition, the proposed revisions would increase the Primary Fee Schedule for permits, monitor fees, and notification (Exhibit E; see Transmittal No. 3). Other revisions include the change in contractor name from FilmL.A. to FilmLA (i.e., removal of periods between the letters L and A), other minor reporting requirement dates, updates to the contract standard provisions, and insurance requirements (see Transmittal Nos. 4 and 5).

Scope of Work

There are no changes to the scope of work.

City Attorney Review

The City Attorney has reviewed the second amendment and restated contract, and has approved it as to form.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund. This agreement requires no additional compensation by the City of Los Angeles to FilmLA, Inc.

Respectfully Submitted



DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

Board Report Prepared by Eva Bitar
Questions regarding this report may be referred to
Eva Bitar, Motion Picture and Television Manager
(213) 978-0258; Eva.bitar@lacity.org

FC/EB: eb/fc

**SECOND AMENDMENT AND RESTATED CONTRACT NO. C-127625
BY AND BETWEEN, THE CITY OF LOS ANGELES, a municipal corporation (City),
and FILMLA, INCORPORATED (Contractor)**

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

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

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

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

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

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

WHEREAS, the City Council and Mayor originally approved the Contract on March 19, 2010 (CF 07-1586);

WHEREAS, the first five-year term of the Contract ended on June 30, 2015. The City and Contractor executed an extension letter on June 29, 2015 extending the term from June 30, 2015 until September 29, 2015;

WHEREAS, the Contractor and City by mutual agreement executed a second extension letter on September 21, 2015 extending the term of the first five-year Contract from September 29, 2015 until October 30, 2015;

WHEREAS, the Los Angeles City Council voted to extend the first term of this Contract to April 30, 2016;

WHEREAS, the Los Angeles City Council voted to extend the first term of this Contract to June 30, 2016;

WHEREAS, the City and Contractor executed a new contract (Contract No. C-127625) in June 2016, for a four-year term with two five-year renewal options;

WHEREAS, the Los Angeles City Council voted to extend the first term of the contract to December 31, 2020;

WHEREAS, the Los Angeles City Council voted to extend the first term of the contract to March 30, 2021, to make technical amendments; and

WHEREAS, both the City and the Contractor, (collectively, the Parties), desire to exercise the first five-year renewal option to extend the term of the contract under the terms and conditions stated herein.

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

Section 1. Contractor

FilmLA, Inc. operates as a non-profit public benefit corporation under Section 501(c)4 of the Internal Revenue Code. FilmLA's public benefit purpose is to improve the economy of the greater Los Angeles region and thus promote the social welfare of the people, by ensuring film activities in the greater Los Angeles area are conducted in a manner the results in a minimum of interference, and are consistent with public health, safety, and general welfare. Specifically, FilmLA will work to centralize the issuance of film permits and will coordinate and improve actions for commercial filming and photography activities. The Contractor is headquartered in the City of Los Angeles at 6255 W. Sunset Boulevard, 12th Floor Hollywood, CA 90028.

Section 2. Term of the Contract

The term of this Contract shall be from the date of execution to and including June 30, 2025, unless terminated earlier in accordance with Section 7. Upon completion of a performance evaluation and approval of the Mayor, the City Contract Administrator is authorized to extend the term of this Contract for one (1) additional period of five years each under the same terms and conditions contained herein.

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

Section 3. Activities to be Performed

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

Section 4. Contract Administration

City Council shall have full authority to appoint a City department to administer this contract. At the time of execution, the Board of Public Works (BPW) is the designated City Contract Administrator (CCA).

Section 5. Permit Authority

City Council has designated the Los Angeles Police Department the City Permit Authority (CPA) for all City film permits.

Section 6. Entertainment Industry Customer

Entertainment Industry Customer (Customer) refers to all who apply for City film permits through FilmLA, including, but not limited to, companies, corporations, schools, permit service providers, and individuals.

Section 7. Reporting Requirements

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

Section 8. Contract Notices

Unless otherwise notified in writing, written notices pertaining to this Contract shall be directed to:

Paul Audley, President
FilmLA, Inc.
6255 W. Sunset Boulevard, 12th Floor
Hollywood, CA 90028

Greg Good, President
City of Los Angeles Board of Public Works
City Hall
200 N Spring Street
Los Angeles, CA 90012

Section 9. Incorporation of Exhibits, Precedence of Documents

Hereby incorporated by reference into this Contract are Exhibits A through E, which are attached hereto. Unless otherwise stated, the Standard Provisions for City Contracts (Rev. 10/17)[v.3] (**Exhibit C**) are hereby incorporated by reference. In the event of any inconsistency between the provisions of this Contract and the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

- The Body of this Contract
- Exhibit A - Scope of Work
- Exhibit B - Reporting and Performance Requirements
- Exhibit C - Standard Provisions for City Contracts (Rev. 10/17)[v.3]
- Exhibit D - Insurance Requirements
- Exhibit E - FilmLA Primary Fee Schedule

Section 10. Termination

Either party may terminate this Contract by giving 270 calendar days written notice to the other party. The termination will be effective 270 calendar days after the receipt of the written notice. Contract provisions for indemnity, statements, audits, payments, and refunds survive termination. This Section shall take precedence over the Standard Provisions for City Contracts (Rev. 10/17)[v.3](PSC-10). The City may immediately terminate this Contract for cause. Cause shall be defined as:

- a. The lapse of insurance as required herein after a reasonable period for cure by the Contractor;
- b. Violation of the Municipal Lobbying Ordinance (LAMC 48.01) or any other City or state ethics or lobbying laws;
- c. The criminal indictment of one or more officers, employees and/or Board Members of the Contractor for activity relating to the duties performed under this Contract whereby the indictment has a significant detrimental impact on the ability of the Contractor to perform under the terms of this Contract. The detrimental impact may, among other things, be in the reputation of the Contractor and the associated reputation of the City. Activities not related to the duties performed under this Contract are specifically excluded;

d. The discovery of organized, sustained activity that the Contractor is unwilling to cease that is contrary to the City's attempt to maximize local film production;

e. The initiation of bankruptcy proceedings or the loss of managerial control of the Contractor to another party, including regulatory entities;

f. Gross negligence in the performance of the duties under this Contract; or

g. Without the express written consent of the City as determined by action of the City Council and Mayor:

i. the Contractor's acquisition of, or merger or consolidation with, any other entity; or

ii. the occurrence of any business decision that significantly alters the composition of its Board (if such a Board exists) or reduces service levels in a manner such that it becomes a disincentive to filming locally.

Should the Contract be terminated for cause or by election of either party, the Contractor shall:

- Provide to the City and its agents, and grant a perpetual, royalty free license to use, all information collected, created and used under the performance of this Contract ("data") in a form facilitating the immediate use of the information within 24 hours (48 hours of information stored off-site). This will include, but not be limited to, statistical, informational, operational, financial, legal and relevant personnel information.

- Provide a period of continued access to the City, free of charge, for the use of any and all software and computer systems which the Contractor own(s)(ed) and utilize(s)(ed) in providing services under this Contract not to exceed 270 calendar days, during which time the City and Contractor may enter in to a license agreement for ongoing use by the City of the Contractor's software system. The terms of such license agreement shall be reasonable as compared to similar software license agreements.

- In the alternative, if both parties agree, the City may negotiate to acquire the source code for, and other rights to, the software owned by the Contractor.

Section 11. Compensation to Contractor

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

The Contractor may charge its Entertainment Industry Customers a fee for each and any service Contractor provided under this Contract as provided in Section 21.

Section 12. Environmental Impact

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

Section 13. City Access to Contractor

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

Section 14. Monitoring and Evaluation

The Contractor shall ensure the following:

a. 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, observation of on-going Contractor outreach efforts, compliance with audits and provision of any/all on-site records (including electronic) within 24 hours of the request of the City. Exceptions shall include confidential employee matters and litigation. If records are stored off-site, they shall be kept in a manner that allows for the provision of the records within 48 hours. Approval of the City Contract Administrator must be obtained for a method of storage that will result in more than 48 hours to access records.

b. The cooperation of its staff and Contractor's board members, in their official capacities.

c. The CCA, or City Council designee, shall conduct a performance review of the Contractor annually or as needed. Performance reviews shall focus on compliance with contract terms, including issues such as customer and public satisfaction with Contractor performance of duties, including but not limited to: management, implementation, and effectiveness of policies and procedures; impact of outreach efforts; management, implementation, and effectiveness of marketing programs; and implementation of administrative and financial policies, including policies related to the administration of customer refunds.

Section 15. Non-Discrimination and Equal Treatment of Customers

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

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

Section 16. Student Films Permits - Exception

Contractor agrees to comply with the City's policy regarding the student film fee waiver, as determined by the CPA and other applicable City departments, and will advise on procedures as they relate to this policy on an as needed basis.

Section 17. Public Records Act

Contractor acknowledges that all records generated in performance of this Contract are part of the public domain and subject to the California Public Records act including its applicable exemptions. This includes, but is not limited to permit data, location information, permittee data, notification data and complaint data. Contractor should take care to separate data that is proprietary so that public domain data can be accessed easily and in a timely manner.

The Contractor shall familiarize themselves with the California Public Records Act and, in response to a request from the City must cooperate and supply all information as noted above and solely in possession of Contractor.

If a dispute arises between the Contractor and the City, 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.

Section 18. Insurance

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

Section 19. Lobbying

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

Section 20. Policies and Procedures

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

Section 21. Technology Utilization

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

Section 22. Budget and Audit

In accordance with Section 3 of Exhibit 8, Reporting and Performance Requirements, attached hereto and incorporated herein, Contractor shall provide its Annual Operating Budget to the Contract Administrator, or City Council designee.

Section 23. Contractor Fees

The Contractor may charge its Customers a fee for each and any service Contractor provided under this Contract ("Contractor Fees"). These Contractor fees may be identified as an "application fee," "service fee," "transaction charge," or any other reasonable description. Prior to any change to the fee, the Contractor is required to notice CCA. Notice must be served in written form with details on revised fee structure. Notice must be received at least 30 calendar days prior to implementing any fee changes. The City has the right to review the fees that the Contractor charges its Customers. The City may require that the fees be changed if the fee increase exceeds the change in the Consumer Price Index for all goods and services for the Los Angeles Metropolitan area for the preceding period. The preceding period shall begin with the effective date of this Contract or the effective date of the most recent change in fees, whichever is later. The preceding period shall end with the proposed effective date of the proposed fee increase.

The Contractor may offer its customers a discount for the purpose of inducing payment by cash, check, or other means not involving the use of a credit card, provided

the Contractor does not deduct the discount from any City Fees required to be remitted to the City. In the alternative, if permitted by law, the Contractor may charge a surcharge to those customers who elect to pay by credit card.

Section 24. Client Refund of Fees

The film permit application and permit shall include language that the Customer has 90 calendar days following the completion of the permitted activity to request any refunds of fees for services not provided by a City department in connection with the permitted activity. At the conclusion of the 90 calendar day period, or when all final charges are received from the City, whichever is later, if no request has been made and the Contractor has determined that a refund is owed, the Contractor shall affirmatively notify the Entertainment Industry Customer in writing (electronic and if no electronic mail is available or is rejected, then promptly by US Mail) at either the contact information contained within the permit application or at the last known address. Such notice shall allow the Customer 30 calendar days from the date of notification (or mailing if by U.S. mail) in which to request the refund and include the applicable permit number, amount of refund owed, the refund request form, and instructions how to claim. Said notice shall also inform the Entertainment Industry Customer that any and all unclaimed refunds shall be used to support FilmLA's 501(c)(4) public benefit purpose, including but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the City, student film projects, research and education about filming, and any other uses that promote film production in the City.

Section 25. Reserve for City Fees

As long as the City is under a COVID-19 public health Emergency Declaration, and for a period of 12 months after lifting of the COVID-19 public health Emergency Declaration, the Contractor shall, at all times, maintain a cash balance equal to at least 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. Once 12 months have passed beyond the lifting of the public health Emergency Declaration, 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. The Contractor shall 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. Should another public health Emergency Declaration occur during the term of this Contract, the CCA may reimplement the provision as above, upon written confirmation to the Contractor.

Section 26. Branding

The Contractor shall acknowledge the City on its website and make clear that the Contractor is not a City department nor the permit authority. The CCA's contact

information, any appropriate City department's (as determined by the City) website address, and any City-sponsored survey instruments related to filming, including complaints, shall be included on the Contractor's website.

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

CITY OF LOS ANGELES, by and through
its Department of Public Works

FILMLA, INC.

By: _____
GREG GOOD
President
Board of Public Works

By: _____
PAUL AUDLEY
President

Date: _____

Date: _____

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

ATTEST:
Holly L. Wolcott, City Clerk

By: _____
Tanea Ysaguirre
Deputy City Attorney

By: _____
City Clerk

Date: _____

Date: _____

City Business License Number 243982-89
Internal Revenue Service Taxpayer Identification Number 95-4531774
Contract Number C-127625

EXHIBIT A
SCOPE OF WORK

The Contractor shall provide services to the City as described below:

1. Film Permit Coordination Services

- 1.1 The Contractor will assist Customers with timely and efficient film permitting within the City of Los Angeles. The Contractor will operate with the following purposes:
- a. Coordinate the film permit process in a centralized manner within the parameters established by the City; and/or Permit Authority consistent with the existing Memorandum of Agreement (MOA) between Contractor and Permit Authority.
 - b. Coordinate the film permit process in order to assure that filming will be conducted in compliance with all City ordinances at such times and in such a manner as to cause a minimum of interference with residential and commercial/industrial districts.
 - c. In coordination with the City, develop and implement community outreach programs throughout the City, on a proactive basis, for residential and commercial/industrial districts on a proactive basis.
 - d. In coordination with the City, improve conditions relating to "Commercial Filming" and photography activities for the Los Angeles City area, which includes all film, television, still and commercial filming and other related activities, no matter the method of distribution for commercial purposes.
 - e. 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.
- 1.2 The Contractor shall perform the following tasks:
- a. Coordinate processing of film permit applications from Customers;
 - b. 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. Contractor shall inform the CCA of any issues raised or process changes implemented as a result of this activity;

- c. Ensure that the description of activity as provided by the Customer on permits provided to the City is accurate and detailed, especially high impact activity that is likely to generate public concern, as determined by the Permit Authority, including but not limited to simulated crimes in progress, screams for help, screeching tires, excessive lighting, noise, and restrictions on parking exceeding one week;
- d. Provide guidance and advice on the permit process to Customers;
- e. Coordinate with the City on the dissemination of filming related information on the internet;
- f. 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;
- g. Provide pre-production walk-throughs to assess and mitigate impacts of proposed film activities when requested by the Industry, the City or when the Contractor's experience and judgment dictate. Ensure the Permit Authority and the department with jurisdiction over a property/facility are notified of walk-throughs or pre-planning meetings if the walk-throughs are proposed for City properties/facilities that are not currently in use or otherwise open to the public;
- h. Upon Contractor's receipt of approval by the Permit Authority, Contractor will release film permits issued by the Permit Authority to Customers;
- i. 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, active LAPD officer and/or designated City personnel and in a manner that is consistent with the direction of the Permit Authority;
- j. Respond to complaints (See Section 3);

- k. Collect funds (including estimated City fees), process refunds (if warranted), and make monthly remittances of amounts due to the City;
- l. Provide filming data, records, reports and background information **(See Exhibit B)**;
- m. If requested, provide advice to the City regarding filming policy and the permit process; and
- n. If requested by Customers, the Permit Authority or by other requirement such as Special Filming Condition Areas, provide monitor services at specified locations permitted for filming to the extent Contractor has personnel available for such assignment. Contractor shall use best efforts to maintain its Monitor staff based on demand and consistent with previous staffing levels during the previous 5-year contractual terms.

1.3 Targeted service levels are as follows:

- a. A mutual goal of the City and Contractor is to achieve a satisfaction rating of 90% when citizen complaints are compared with total number of permitted production days for the tasks listed above. The CCA is provided the authority to make reasonable adjustments to this statistic based upon the pattern of actual complaints. Should the satisfaction rating fall below 90%, the Contractor shall investigate the causes and provide a report to the CCA and the Permit Authority that provides recommendations on how to improve the satisfaction rating. The Contractor shall cooperate with the City in efforts to achieve a minimum satisfaction rating of 90%.
- b. Permits shall be coordinated in a time frame which allows proper review and approval by City personnel, including but not limited to: the posting of lane, street and road closure requests, and assignment of required City personnel. All permit requests made to the Contractor and transmitted to City Departments for review must be made in advance of the requested activity and in accordance with the existing City departmental policy. The City will seek to minimize required turnaround times to the extent possible. Permits that are in order and timely received by the Contractor should not be denied due to lack of personnel. Therefore, the Contractor will use best efforts to maintain production staff based on demand, and consistent with prior staffing levels during previous 5-year contractual terms.

- c. All requests provided to the Permit Authority for review and approval must contain all reviews and recommendations already obtained from other City departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the Permit Authority, the Contractor shall include the reviews and recommendations already obtained. If any City department modifies a permit application after release, a special notification shall be made to the Permit Authority. A verbal agreement will fulfill all necessary approvals. Contractor shall provide the Permit Authority and approving department contacts with full access to Contractors online permit system view verification from all involved City departments, and their status on approval.
- d. The release of approved permits to Customers shall be accomplished in a manner that allows the Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.
- e. In all instances where neighborhood filming guidelines or other City policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated otherwise in a separate guideline or policy adopted by the City Council. The community survey may be conducted by the production company, the Contractor or a Sub-Contractor.
- f. Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of major holidays.
- g. Collect estimated City fees from Entertainment Industry Customers in advance of releasing a film permit and pay the City within 30 calendar days from the last calendar day of the month of receiving an invoice for City Fees.
- h. Process request for refunds from Entertainment Industry Customers pursuant to Section 22 of the Contract.
- i. For locations where a Contractor's Monitor or other staff are present at the completion of permitted activity, such staff will turn DOT posted signs to return parking to community use. Should DOT request such staff to retrieve posting signs, Contractor staff will collect the signs and return them to the Contractor's office for collection by DOT.

2. **Notification Services**

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

- a. Provide services to notify all affected persons and organizations within the City, including nearby residents and businesses and City entities, of upcoming filming. Permit Authority has the right to waive notification requests as necessary. Contractor shall document accordingly.

2.2 The Contractor shall perform the following tasks:

- a. Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community);
- b. Ensure that the description of activity on notifications is accurate and detailed, in particular, activity that is likely to generate public concern such as simulated crimes in progress, loud explosions, screams for help, screeching tires, etc.;
- c. Maintain detailed, accurate records related to all services provided under this contract and made available for review by the City, including, but not limited to: sample notice, a map of area where the notice was distributed, and any issues encountered in conducting the notice and the resolution of those issues;
- d. Provide notification data, records and background information;
- e. Provide advice to City officials and departments regarding the notification process;
- f. Respond to inquiries regarding the notification process from City officials; and
- g. 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.

2.3 Targeted service levels are as follows:

- a. A mutual goal of the City and Contractor is to achieve excellent performance of the above tasks:

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

The Contractor shall cooperate in efforts to achieve the expected success rate.

3. **Complaint Referral Services**

The Contractor will provide complaint referral services to assist with the timely resolution of community and Entertainment Industry complaints.

3.1 The Contractor shall perform the following tasks:

- a. Receive complaints on a 24-hour/7day a week basis and address them in a timely manner, including the appropriate referral of complaints to appropriate City personnel and Contractors;
- b. Keep accurate records on complaints and provide complaint data, records and background information on a quarterly basis to the City Contract Administrator;
- c. Provide advice to City officials and departments regarding filming policy and complaints received;
- d. Receive and respond to complaints regarding filming from City officials and departments, including the appropriate referral of complaints to appropriate City personnel and Contractors;
- e. Coordinate with the City Council, field offices, and the community in advance of, during, and after exceptional filming activities in any district (i.e. simulated crimes in progress, screams for help, screeching tires, excessive lighting, noise, and restrictions on parking (exceeding one week), etc.); and
- f. Review written stakeholder comments and complaints and prepare written responses to such comments or complaints. Contractor shall make a good faith effort to consult with the City whenever such communication may reflect a change in City policy or have a legal impact to the City.

3.2 Targeted service levels are as follow:

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

- d. Provide response services to complaints on 365 days-a-year, 24 hours-a-day, 7 days-a-week basis.

4. Maintenance of Records

The Contractor is expected to maintain up-to-date and accurate records as required by Exhibit B to this Contract. Record keeping details should also separately account for the different types of permitted activities (exclusive of financial report which is required by other sections within the Contract) provided under this Contract, including those services specific to the City of Los Angeles and excluding other Contractor clients.

5. City Fees

5.1 The Contractor shall remit all City Fees monthly.

- a. 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.
- b. 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.
- c. For film permits coordinated through Contractor, Contractor not the Entertainment Industry Customers, is obligated to pay to the City all City Fees other than those customarily collected by the City directly from the Entertainment Industry Customers. If the Contractor desires to adopt a regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, the Contractor would still be required to remit all City Fees within 30 calendar days from the last calendar day of the month the invoice is received by the Contractor regardless of their ability to collect from individual Entertainment Industry Customers.
- d. The Contractor may collect deposits from its Entertainment Industry Customers so if violations occur deposits can be used to pay for fees/fines/financial penalties.
- e. The Contractor shall, after receiving from the City a final invoice for City Fees, pay to the City, in United States currency, all City Fees invoiced with the next monthly scheduled payment.
- f. The Contractor shall act in good faith in disputing any City Fees billed (either timely or late) by the City, and Contractor and the City will act in good faith to resolve any such dispute within a reasonable time.

Once the dispute as to any City Fees is finally resolved, either by agreement between Contractor and the City or by legal action or some other agreed-upon dispute resolution method, Contractor will pay such City Fees at the same time as the next normal payment is due to the City. However, payment of disputed fees shall be separated out from the normal payment.

- g. The CCA will provide Contractor with a minimum 45 days advance written notice of any changes in City fees. If such advance notice is not received with the minimum 45 days' notice, Contractor will not be liable to pay any additional fee amount and Contractor will use best efforts to implement the undisclosed fee changes for the next billing cycle.
- h. 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.
 - i. 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.
 - ii. If a payment is delinquent for more than 30 calendar days, delinquent amounts (including the 1% penalty) will also be subject to interest charges. Interest on such delinquent amounts will be calculated at a rate equal to the prime rate at the time such unpaid City Fees become delinquent plus five percent, and interest will accrue at that rate from the date the unpaid City Fees became late until payment is issued made by Contractor.

6. Emergency Response and Coordination

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

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

The Contractor shall, as requested, cooperate with 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.

7. Management of City Facilities for Filming

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

8. Marketing Program

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

- a. Assist the City in developing a strategic approach to marketing, in consultation with the CCA, the Chief Legislative Analyst, and the City Council Committee of appropriate jurisdiction, and the Office of the Mayor, as available. The program goals will include, but are not limited to:
 - i. Raising civic pride in the history and legacy of filmmaking in Los Angeles;
 - ii. Educating citizens, businesses and governmental organizations about the economic and employment benefits of the film industry;
 - iii. Educating film companies on how to be better stewards of the neighborhoods and addressing community relation issues;
 - iv. Working with the appropriate City Departments to establish protocols encouraging student films, small budget films, and commercial productions;
 - v. Advertising and marketing Los Angeles to the Entertainment Industry and its clients;
 - vi. Trade show representation;

- vii. Technology improvements and web-brand information services.
- b. Work with the City to develop a sustainable source of funding, other than the City General Fund, to support the marketing program;
- c. Implement a marketing campaign;
- d. Maintain a web site providing information about City facilities available for filming. Such site shall include photographs along with contact information for the City department that schedules filming activity at the facility. If for any reason Contractor is unable to continue providing a location library web site, it shall make available to the City of Los Angeles, free of charge, any photographs, documents, or systems owned by Contractor, which comprised the location library; and
- e. If requested by the City, cooperate with City efforts to enhance and retain jobs (within the City) in all segments of the Entertainment Industry including multimedia and other new emerging technologies.

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

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

9. Training

FilmLA shall make available video training sessions for Entertainment Industry professionals concerning FilmLA's billing and fiscal policies, including refund policies and procedures.

10. Automation and Linking to City Departments

Contractor shall use best efforts subject to available funding to upgrade their on-line permitting system to interface with systems being developed for the Recreation and

Parks Reservation system, the Fire Department, and the LADOT Traffic Event Assets Management System (TEAMS). Contractor shall provide the CCA with an annual report of all progress made toward using technology to interface with City departments.

EXHIBIT B

REPORTING AND PERFORMANCE REQUIREMENTS

1. General Reporting Requirements

- a. The Contractor shall prepare and submit regular reports on permits, system management including integration of automated systems, complaints, and client feedback on a quarterly basis to the City. All reports will be in a format approved by the CCA. Upon notice, the City may alter the frequency, format or nature of reports and or may also direct the Contractor to provide ad hoc reports on issues of interest to the City within the scope of work of the Contract, provided that the cost of the request is not prohibitive.
- b. 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 and separate from all other clients. Record keeping details must also separately account for the different types of services provided under this Contract. A review of this data and accounting will be conducted by the CCA on a quarterly basis. Upon notice, the City may direct the Contractor to make changes to the maintenance of this data to more clearly separate it from other corporate activities provided that the cost of the request is not prohibitive and the request does not violate Generally Accepted Accounting Principles (GAAP).
- c. The Contractor shall submit to the CCA each year a draft of its Annual Operating Budget addressing revenues and expenditures for service provided to the City, as well as refunds issued, unclaimed refund accumulation, and expenditures hereto for related, at least 30 calendar days in advance of the beginning of the Contractor's fiscal year and the final budget within 30 business days of adoption by the Board of Directors.
- d. The Contractor shall submit a certified annual audited financial statement to the CCA, within 180 days following the end of each fiscal year. Should an exception to this timeframe be required, the Contractor must notify the CCA within 150 days following the end of each fiscal year. The CCA will have the authority to approve an extension in writing.
- e. The Contractor shall submit to the CCA, within 30 calendar days after the end of each quarter, a quarterly profit-and-loss statement.
- f. The Contractor shall submit to the CCA any changes to its decision-making body or written rules, such as, but not limited to, its bylaws or composition of its Board of Directors within 15 days of the change.

- g. 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, if the City is the cause, or if the City believes there is a reasonable basis for doing so.
- h. The Contractor will annually report to the City regarding the use of technology in administering the City permit process.

2. **Permit Coordination - Reporting Requirements**

- a. The Contractor shall submit to the CCA, within 30 calendar days after the end of each quarter, quarterly summaries of permit volume, amounts collected from 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. Reports shall include accounting of refund claims paid and retained uncollected amounts for approved Budget expenditures.
- b. The Contractor shall submit to the CCA, on a monthly basis, in a format approved by the CCA, a list of all of its Customers, including: the Production Company's name; any known contact personnel as applicable; address; telephone number; contact person; type of production; production title; requested filming location(s) and date(s).
- c. The Contractor shall submit to the CCA 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.
- d. The Contractor shall submit to the CCA a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit subsequent changes to those policies and procedures within 15 calendar days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
- e. The Contractor shall submit a reconciliation statement and aging report with each payment of City fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of City fees for which FilmLA has not received a final invoice after completion of the filming activity. Should the aging report show that a city department has not submitted final invoices for at least 60 days after completion of the filming activity, the CCA will notify the City department and request submission of final invoices to FilmLA within 30 days. Should the aging report show that a City department has not submitted final

invoices for at least 60 days after completion of the filming activity, the CCA will forward the Aging report, along with details provided by FilmLA, to the Mayor and City Council.

3. **Notification Services - Reporting Requirements**

The Contractor shall submit to the CCA, within 30 calendar days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers specific to the City of Los Angeles and excluding other Contractor clients.

4. **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. A report on complaints will be provided on a monthly basis as determined by the CCA and the Permit Authority as well as a compilation of data provided annually. Complaint data, records and background information provided must be clear and complete.

5. **City - Reporting Requirements**

For properties which the Contractor has been directed by the City to waive City fees, the Contractor shall provide a report on an annual basis to the CCA with data on the amount of fees waived by City departments, what type of film productions are associated with fee waivers, and fees separated out by property and address.

6. **Filming Surveys - Reporting Requirements**

The Contractor shall notify all City customers of a link to the City Filming Survey on the FilmLA website; and add a link and language describing the City Filming Survey to all new film permits issued. The Contractor shall provide semi- annual summary reports from any surveys that may be conducted by the Contractor with its Customers.

CONTRACT NO. C-127625
BY AND BETWEEN, THE CITY OF LOS ANGELES, a municipal corporation (City),
and FILML A , INCORPORATED (Contractor)

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

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

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

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

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

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

WHEREAS, the City Council and Mayor originally approved the Contract on March 19, 2010 (CF 07-1586);

WHEREAS, the first five year term of the Contract ended on June 30, 2015. The City and Contractor executed an extension letter on June 29, 2015 extending the term from June 30, 2015 until September 29, 2015 .

WHEREAS, the Contractor and City by mutual agreement executed a second extension letter on September 21, 2015 extending the term of the first five year Contract from September 29, 2015 until October 30, 2015

WHEREAS, the Los Angeles City Council voted to extend the first term of this Contract to April 30, 2016 .

WHEREAS, the Los Angeles City Council voted to extend the first term of this Contract to June 30, 2016 .

WHEREAS the Los Angeles City Council voted to extend the first term of the contract to December 31, 2020;

WHEREAS the Los Angeles City Council voted to extend the first term of the contract to March 30, 2021, to make technical amendments, and

WHEREAS both the City and the Contractor, collectively, the Parties, desire to exercise the first five-year renewal option to extend the term of the contract under the terms and conditions stated herein;

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

Section 1. Contractor

FilmLA, Inc. operates as a non-profit public benefit corporation under Section 501(c)4 of the Internal Revenue Code. FilmLA's public benefit purpose is to improve the economy of the greater Los Angeles region and thus promote the social welfare of the people, by ensuring film activities in the greater Los Angeles area are conducted in a manner the results in a minimum of interference, and are consistent with public health, safety, and general welfare. Specifically, FilmLA will work to centralize the issuance of film permits and will coordinate and improve actions for commercial filming and photography activities. The Contractor is headquartered in the City of Los Angeles at 6255 W. Sunset Boulevard, 12th Floor Hollywood, CA 90028.

Section 2. Term of the Contract

The term of this Contract shall be from the date of execution to and including June 30, 2025~~0~~, unless terminated earlier in accordance with Section 7. Upon completion of a performance evaluation and approval of the Mayor, the City Contract Administrator is authorized to extend the term of this Contract for one ~~(1)two~~ ⁽²⁾ additional periods of five years each under the same terms and conditions contained herein.

~~The City has used for the Contractor's services as are provided exclusively. Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.~~

Section 3. Activities to be Performed

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

Section 4. Contract Administration

City Council shall have full authority to appoint a City department to administer this contract. At the time of execution, the ~~Economic Workforce Development Department (EWDD)~~ Board of Public Works (BPW) is the designated City Contract Administrator (CCA).

Section 5. Permit Authority

City Council has designated the Los Angeles Police Department the City Permit Authority (CPA) for all City film permits.

Section 6. Entertainment Industry Customer

Entertainment Industry Customer (Customer) refers to all who apply for City film permits through FilmLA, including, but not limited to, companies, corporations, schools, permit service providers, and individuals.

Section 7. Reporting Requirements

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

Section 8. Contract Notices

Unless otherwise notified in writing, written notices pertaining to this Contract shall be directed to:

Paul Audley, President
Film-A, Inc.
6255 W. Sunset Boulevard, 12th Floor
Hollywood, CA 90028

Jan Perry, General
ManagerGreg Good, President
City of Los Angeles Board of Public Works
Public Works
Economic Workforce Development Department
1200 W. 7th Street, 6th Floor
City Hall
200 N Spring Street
Los Angeles, CA 900127

Section 9. Incorporation of Exhibits, Precedence of Documents

Hereby incorporated by reference into this Contract are Exhibits A through E, which are attached hereto. Unless otherwise stated, the Standard Provisions for City Contracts ~~(Rev. 10/17/13)~~ **(Exhibit C)** are hereby incorporated by reference. In the event of any inconsistency between the provisions of this Contract and the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

- The Body of this Contract ~~(Through and including of Section 15)~~
- Exhibit A - Scope of Work
- Exhibit B - Reporting and Performance Requirements
- Exhibit C - Standard Provisions for City Contracts ~~(Rev. 10/17/13)~~
- Exhibit D - Insurance Requirements
- Exhibit E - FilmLA Primary Fee Schedule

Section 10. Termination

Either party may terminate this Contract by giving 270 calendar days written notice to the other party. The termination will be effective 270 calendar days after the receipt of

the written notice. Contract provisions for indemnity, statements, audits, payments, and refunds survive termination. This Section shall take precedence over the Standard Provisions for City Contracts ~~As Amended~~ (PSC-10). The City may immediately terminate this Contract for cause. Cause shall be defined as:

~~a. The lapse of insurance as required herein after a reasonable period for cure by the Contractor;~~

~~b. Violation of the Municipal Lobbying Ordinance (LAMC 48.01) or any other City or state ethics or lobbying laws;~~

~~c. The incurrence of a judgment or order of the City Council or Board Members of the Corporation resulting in the duties performed under this Contract whereby the judgment has a significant detrimental impact on the ability of the Contractor to perform under the terms of this Contract. The detrimental impact may, among other things, be in the reputation of the Contractor and the associated reputation of the City. Activities not related to the duties performed under this Contract are specifically excluded.~~

1. The Contractor shall not be responsible for the performance of the Contractor's obligations under this Contract.

e. The initiation of bankruptcy proceedings or the loss of managerial control of the Contractor to another party, including regulatory entities.

f. Gross negligence in the performance of the duties under this Contract; or

g. Without the express written consent of the City as determined by action of the City Council and Mayor.

i. The Contractor's acquisition of, or merger or consolidation with, any other entity; or

k. The occurrence of any business decision that significantly alters the composition of its Board if such a Board exists or reduces service levels in a manner such that it becomes a disservice to the City.

Should the Contract be terminated for cause or by election of either party, the Contractor shall:

* Provide to the City and its agents, and grant a perpetual, royalty free license to use, all information collected, created and used under the performance of this Contract ("data") in a form facilitating the immediate use of the information within 24 hours (48 hours of information stored off-site). This will include, but not be limited to, statistical, informational, operational, financial, legal and relevant personnel information.

* Provide a period of continued access to the City, free of charge, for the use of any and all software and computer systems which the Contractor own(s)ed and utilize(s)ed in providing services under this Contract not to exceed 270 calendar days, during which time the City and Contractor may enter in to a license agreement for ongoing use by the City of the Contractor's software system. The terms of such license agreement shall be reasonable as compared to similar software license agreements.

* Provide

Field Code Changed

- In the alternative, if both parties agree, the City may negotiate to acquire the source code for, and other rights to, the software owned by the Contractor.

Section 11. Compensation to Contractor

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

The Contractor may charge its Entertainment Industry Customers a fee for each and any service Contractor provided under this Contract as provided in Section 21.

Section 12. Environmental Impact

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

Section 13. City Access to Contractor

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

Section 14. Monitoring and Evaluation

The Contractor shall ensure the following:

a. ~~City~~ ~~City~~ 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, observation of on-going Contractor outreach efforts, compliance with audits and provision of any/all on- site records (including electronic) within 24 hours of the request of the City. Exceptions shall include confidential employee matters and litigation. If records are stored off-site, they shall be kept in a manner that allows for the provision of the records within 48 hours. Approval of the City Contract Administrator must be obtained for a method of storage that will result in more than 48 hours to access records.

b. ~~The~~ The cooperation of its staff and Contractor's board members, in their official capacities.

c. ~~The~~ The CCA, or City Council designee, shall conduct a performance review of the Contractor annually or as needed. Performance reviews shall focus on compliance with contract terms, including issues such as customer and public satisfaction with Contractor performance of duties, including but not limited to:

management, implementation, and effectiveness of policies and procedures; impact of outreach efforts; management, implementation, and effectiveness of marketing programs; and implementation of administrative and financial policies, including policies related to the administration of customer refunds.

Section 15. Non-Discrimination and Equal Treatment of Customers

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

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

Section 16. Student Films Permits - Exception

Contractor agrees to comply with the City's policy regarding the student film fee waiver, as determined by the CPA and other applicable City departments, and will advise on procedures as they relate to this policy on an as needed basis.

Section 17. Public Records Act

Contractor acknowledges that all records/information generated as a result in performance of this Contract are part of the public domain and subject to the California Public Records act including its applicable exemptions. This includes, but is not limited to permit data, location information, permittee data, revenue, costs, notification data and complaint data. Contractor should take care to separate data that is proprietary so that public domain data can be accessed easily and in a timely manner.

The Contractor shall familiarize themselves with the California Public Records Act and, in response to a request from the City must cooperate and supply all information to persons or members of the public requesting information as may be required under such act as noted above and solely in possession of Contractor.

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

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

Section 18. Insurance

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

Section 19. Lobbying

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

Section 20. Policies and Procedures

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

Section 21. Technology Utilization

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

Section 22. Budget and Audit

In accordance with Section 3 of Exhibit 8, Reporting and Performance Requirements, attached hereto and incorporated herein, Contractor shall provide its Annual Operating Budget to the Contract Administrator, or City Council designee.

Section 23. Contractor Fees

The Contractor may charge its Customers a fee for each and any service Contractor provided under this Contract ("Contractor Fees"). These Contractor fees may be identified as an "application fee," "service fee," "transaction charge," or any other reasonable description. Prior to any change to the fee, the Contractor is required to notice CCA. Notice must be served in written form with details on revised fee structure. Notice must be received at least 30 calendar days prior to implementing any fee changes. The City has the right to review the fees that the Contractor charges its Customers. The City may require that the fees be changed if the fee increase exceeds the change in the Consumer Price Index for all goods and services for the Los Angeles Metropolitan area for the preceding period. The preceding period shall begin with the effective date of this

Contract or the effective date of the most recent change in fees, whichever is later. The preceding period shall end with the proposed effective date of the proposed fee increase.

The Contractor may offer its customers a discount for the purpose of inducing payment by cash, check, or other means not involving the use of a credit card, provided

the Contractor does not deduct the discount from any City Fees required to be remitted to the City. In the alternative, if permitted by law, the Contractor may charge a surcharge to those customers who elect to pay by credit card.

Section 24. Client Refund of Fees

The film permit application and permit shall include language that the Customer has 90 calendar days following the completion of the permitted activity to request any refunds of fees for services not provided by a City department in connection with the permitted activity. At the conclusion of the 90 calendar day period, or when all final charges are received from the City, whichever is later, if no request has been made and the Contractor has determined that a refund is owed, and the Contractor has determined that a refund is owed, the Contractor shall affirmatively notify the Entertainment Industry Customer in writing (electronic and if no electronic mail is available or is rejected, then promptly ~~by~~/or US Mail) at either the contact information contained within the permit application or at the last known address. Such notice shall allow the Customer 30 calendar days from the date of notification (or mailing if by U.S. mail) in which to request the refund and include the applicable permit number, amount of refund owed~~amount of the refund owed~~, the refund request form, and instructions how to claim. Said notice shall also inform the Entertainment Industry Customer that any and all unclaimed refunds shall be used to support FilmLA's 501(c)(4) public benefit purpose, including but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the City, student film projects, research and education about filming, and any other uses that promote film production in the City.

Section 25. Reserve for City Fees

As long as the City is under a COVID-19 public health Emergency Declaration, and for a period of 12 months after lifting of the COVID-19 public health Emergency Declaration, the Contractor shall, at all times, maintain a cash balance equal to at least 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. Once 12 months have passed beyond the lifting of the public health Emergency Declaration, the Contractor shall, at all times, maintain a cash balance equal to at least twice-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. The Contractor shall 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. Should another public health Emergency Declaration occur during the term of this Contract, the CCA may reimplement the provision as above, upon written confirmation to the Contractor.

Section 26. Branding

The Contractor shall acknowledge the City on its website and make clear that the Contractor is not a City department nor the permit authority. The CCA's contact information, any appropriate City department's (as determined by the City) website address, and any City-sponsored survey instruments related to filming, including complaints, shall be included on the Contractor's website.

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

CITY OF LOS ANGELES, by and through
FILMLA, INC. as Department of Public Works

By GREG GOOD President Board of Public Works By PAUL AUDLEY President

Date Date

APPROVED AS TO FORM: Michael M. Faler, City Attorney ATTEST: Holly L. Wilson, City Clerk

By Dana Isaacure Deputy City Attorney By City Clerk

Date Date

City Business License Number 243982-89 243982-89
Internal Revenue Service Taxpayer Identification Number 95-4531774
Contract Number C-127625

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APPROVED AS TO FORM ATTEST

MICHAEL N. FREUER, City Attorney HOLLY L. WOLCOTT, City Clerk

By _____

Deputy City Attorney

MICHAEL N. FREUER

By _____

Deputy City Clerk

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide services to the City as described below:

1. Film Permit Coordination Services

1.1 The Contractor will assist Customers with timely and efficient film permitting within the City of Los Angeles. The Contractor will operate with the following purposes:

a. Coordinate the film permit process in a centralized manner within the parameters established by the City; and/or Permit Authority consistent with the existing Memorandum of Agreement (MOA) between Contractor and Permit Authority.

b. Coordinate the film permit process in order to assure that filming will be conducted in compliance with all City ordinances at such times and in such a manner as to cause a minimum of interference with neighborhood and merchant residential and commercial/industrial districts

- c. In coordination with the City, develop and implement community outreach programs throughout the City, on a proactive basis, for residential and commercial/industrial districts on a proactive basis
- d. In coordination with the City, improve conditions relating to "Commercial Filming" and photography activities for the Los Angeles City area, which includes all film, television, still and commercial filming and other related activities, no matter the method of distribution for commercial purposes.
- e. 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.

1.1.1 The Contractor shall perform the following tasks:

- a. Coordinate processing of film permit applications from Customers;
- b. 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. Contractor shall inform the CCA of any

issues raised or process changes implemented as a result of this activity

4.5. Ensure that the description of activity as provided by the Customer on permits provided to the City is accurate and detailed, especially high impact activity that is likely to generate public concern, as determined by the Permit Authority, including but not limited to simulated crimes in progress, screams for help, screeching tires, excessive lighting, noise, and restrictions on parking exceeding one week;

1. Provide guidance and advice on the permit process to Customers;

2. Coordinate with the City on the dissemination of filming related information on the internet.

3. Coordinate with the City on the dissemination of filming related information on the internet.

4. 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;

1. Provide pre-production walk-throughs to assess and mitigate impacts of proposed film activities when requested by the Industry, the City or when the Contractor's experience and judgment dictate. Ensure the Permit Authority and the GCA—department with jurisdiction over a property/facility are notified of walk-throughs or pre-planning meetings if the walk-throughs are proposed for City properties/facilities that are not currently in use or otherwise open to the public;

2. Upon Contractor's receipt of approval by the Permit Authority, Contractor will release film permits issued by the Permit Authority to Customers;

3. 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, active LAPD officer and/or designated City personnel and in a manner that is consistent with the direction of the Permit Authority;

Respond to complaints (See Section 3);

Collect funds (including estimated City fees), process refunds (if warranted), and make monthly remittances of amounts due to the City;

* Provide filming data, records, reports and background information
(See Exhibit B);

* If requested, provide advice to the City regarding filming policy and the permit process; and

If requested by Customers, the Permit Authority or by other requirement of ~~such as~~ Special Filming ~~conditions~~ Condition Areas, provide monitor services at specified locations permitted for filming to the extent Contractor has personnel available for such assignment. ~~Approval of the Permit Authority shall be obtained prior to implementation of any policies or procedures which identify a protocol of when, where, at what time and under what circumstances and conditions Contractor monitors will be required for permitted activity.~~ Contractor shall use best efforts to maintain its Monitor staff based on demand and consistent with previous staffing levels during the previous 5-year contractual terms.

1.3 Targeted service levels are as follows:

- a. A mutual goal of the City and Contractor is to achieve a satisfaction rating of 90% when citizen complaints are compared with total number of permitted production days for the tasks listed above. The CCA is provided the authority to make reasonable adjustments to this statistic based upon the pattern of actual complaints. Should the satisfaction rating fall below ~~90% percent~~, the Contractor shall investigate the causes and provide a report to the CCA and the Permit Authority that provides recommendations on how to improve the satisfaction rating. The Contractor shall cooperate with the City in efforts to achieve a minimum satisfaction rating of ~~90% percent~~.
- b. Permits shall be coordinated in a time frame which allows proper review and approval by City personnel, including but not limited to: the posting of lane, street and road closure requests, and assignment of required City personnel. All permit requests made to the Contractor and transmitted to City Departments for review must be made in advance of the requested activity and in accordance with the existing City departmental policy. The City will seek to minimize required turnaround times to the extent possible. Permits that are in order and timely received by the Contractor should not be denied due to lack of personnel. Therefore, the Contractor will use best efforts to maintain production staff based on demand, and consistent with prior staffing levels during previous 5-year contractual terms.

- c. All requests provided to the Permit Authority for review and approval must contain all reviews and recommendations already obtained from other City departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the Permit Authority, the Contractor shall include the reviews and recommendations already obtained. If any City department modifies a permit application after release, a special notification shall be made to the Permit Authority. A verbal agreement will fulfill all necessary approvals. Contractor shall provide the Permit Authority and approving department contacts with full ~~Online Permit System (OPS)~~ access to Contractors online permit system view verification from all involved City departments, and their status on approval.
- d. The release of approved permits to Customers shall be accomplished in a manner that allows the Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.
- e. In all instances where neighborhood filming guidelines or other City policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated.

otherwise in a separate guideline or policy adopted by the City Council. The community survey may be conducted by the production company, the Contractor or a Sub-Contractor.

g. Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of major holidays.

h. Collect estimated City fees from Entertainment Industry Customers in advance of releasing a film permit and pay the City within 30 calendar days from the last calendar day of the month of receiving an invoice for City Fees.

i. Process request for refunds from Entertainment Industry Customers pursuant to Section 22 of the Contract.

j. ~~For specified locations, including, but not limited to, 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, monitors or other designated Contractor staff will collect and account for all signs DOT reports as being posted immediately following the conclusion of permitted activity. All signs collected will be returned to DOT following the conclusion of the permitted activity. For locations where a Contractor's Monitor or other staff are present at the completion of permitted activity, such staff will turn DOT posted signs to return parking to community use. Should DOT request such staff to retrieve posting signs, Contractor staff will collect the signs and return them to the Contractor's office for collection by DOT.~~

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

- a. Provide services to notify all affected persons and organizations within the City, including nearby residents and businesses and City entities, of upcoming filming. Permit Authority has the right to waive notification requests as necessary. Contractor shall document accordingly.

2.2 The Contractor shall perform the following tasks:

- a. Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community);
- b. Ensure that the description of activity on notifications is accurate and detailed, in particular, activity that is likely to generate public concern such as simulated crimes in progress, loud explosions, screams for help, screeching tires, etc.;
- c. Maintain detailed, accurate records related to all services provided under this contract and made available for review by the City, including, but not limited to: sample notice, a map of area where the notice was distributed, 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.

2.3 Targeted service levels are as follows:

a. A mutual goal of the City and Contractor is to achieve excellent performance of the above tasks:

A 100% success rate in regards to the timeliness of notifications, completeness and accuracy of the activities described on the notification, and courteousness of employees.

b.

A 95% success rate for posting of notices for the geographical area designated to be notified.

c.

d.

Provisions of notification services at least 24-hours in advance of the beginning low impact activity as defined by the Permit Authority.

e.

~~Provisions of notification services not less than 48 hours in advance of the beginning high impact activity as defined by the Permit Authority.~~

~~Provisions of notification services not less than 48 hours in advance of the beginning high impact activity as defined by the Permit Authority.~~

f.

g.

When provision of notification services is not feasible under the time restrictions enumerated above, the Contractor shall request approval from the Permit Authority for variation from

the minimum notice periods. Proof notifications were performed to Entertainment Industry Customers and the City. Notification must be completed in sufficient time to allow for the release of Film Permits in advance of the beginning of the permitted activity. Proof that notifications were performed is to be provided to Entertainment Industry Customers and the City.

- b. In the report provided by the Contractor under Exhibit B, Item 13, the Contractor shall report on the success of achieving each of these goals and shall provide a report to the City Contract Administrator and the Permit Authority that provides recommendations on how to improve performance.

The Contractor shall cooperate in efforts to achieve the expected success rate.

3. **Complaint Referral Services**

The Contractor will provide complaint referral services to assist with the timely resolution of community and Entertainment Industry complaints.

The Contractor shall perform the following tasks:

Receive complaints on a 24-hour/~~7~~² day a week basis and address them in a timely manner, including the appropriate referral of complaints to appropriate City personnel and Contractors;

Keep accurate records on complaints and provide complaint data, records and background information on a ~~monthly~~ quarterly basis to the City Contract Administrator;

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 (i.e. simulated crimes in progress, screams for help, screeching tires, excessive lighting, noise, and restrictions on parking (exceeding one week), etc.); and

Review written stakeholder comments and complaints and ~~in consultation with the City, prepare~~ written responses to the such comments or complaints. Contractor shall make a good faith effort to consult with the City whenever such communication may reflect a change in City policy or have a legal impact to the City.

1.2 Targeted service levels are as follow:

Provide clear and complete complaint data, records and background information. All reports will be in a format approved by the City Contract Administrator. With advance notice, the City may alter the frequency, format or nature of reports.

Refer complaints to appropriate City personnel and Contractors within 15

- b. minutes if the activity is currently in progress. If there is no after-hours contact provided by the City departments then the call shall be referred to the Permit Authority.

----- If a complaint is received and the activity is no longer in progress,
----- respond to the complaint on an initial basis within one (1)
----- calendar day

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finalize/complete any responses including written, if necessary, within seven (7) calendar days.

Provide response services to complaints on 365 days-a-year, 24 hours--
a-day, 7 days-a-week basis.

4. **Maintenance of Records**

The Contractor is expected to maintain up-to-date and accurate records as required by Exhibit B to this Contract. Record keeping details should also separately account for the different types of permitted activities (exclusive of financial report which is required by other sections within the Contract) provided under this Contract, including those services specific to the City of Los Angeles and excluding other Contractor clients.

5. **City Fees**

5. **City Fees**

5.1 The Contractor shall remit all City Fees monthly.

a. 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.

b. 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.

2. For film permits coordinated through Contractor, Contractor not the Entertainment Industry Customers, is obligated to pay to the City all City Fees other than those customarily collected by the City directly from the Entertainment Industry Customers. If the Contractor desires to adopt a regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, the Contractor would still be required to remit all City Fees within 30 calendar days of receiving an invoice for City fees from the last calendar day of the month the invoice is received by the Contractor regardless of their ability to collect from individual Entertainment Industry Customers.

3. The Contractor may collect deposits from its Entertainment Industry

* Customers so if violations occur deposits can be used to pay for fees/fines/financial penalties.

.....The Contractor shall, after receiving from the City a final invoice for City

②.....Fees, pay to the City, in United States currency, all City Fees invoiced with the next monthly scheduled payment.

The Contractor shall act in good faith in disputing any City Fees billed (either timely or late) by the City, and Contractor and the City will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any City Fees is finally resolved, either by agreement between Contractor and the City or by legal action or some other agreed-upon dispute resolution method, Contractor will pay such City Fees at the same time as the next normal payment is due to the City. However, payment of disputed fees shall be separated out from the normal payment.

The CCA will provide Contractor with a minimum 45 days advance written notice of any changes in City fees. If such advance notice is not received with the minimum 45 days' notice, Contractor will not be liable to pay any additional fee amount and Contractor will use best efforts to implement the undisclosed fee changes for the next billing cycle.

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.

ii. If a payment is delinquent for more than 30 calendar days, delinquent amounts (including the 1% penalty) will also be subject to interest charges. Interest on such delinquent amounts will be calculated at a rate equal to the prime rate at the time such unpaid City Fees become delinquent plus five percent, and interest will accrue at that rate from the date the unpaid City Fees became late until payment is issued made by Contractor.

6. Emergency Response and Coordination

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

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

The Contractor shall, as requested, cooperate with 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.

7. Management of City Facilities for Filming

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

8. Marketing Program

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

a. ... Assist the City in developing a strategic approach to marketing, in consultation with the CCA, the Chief Legislative Analyst, and the City Council Committee of appropriate jurisdiction, and the Office of the Mayor, as available. The program goals will include, but are not limited to:

- i. Raising civic pride in the history and legacy of filmmaking in Los Angeles;
- ii. Educating citizens, businesses and governmental organizations about the economic and employment benefits of the film industry;

iii. Educating film companies on how to be better stewards of the neighborhoods and addressing community relation issues;

iv. Working with the appropriate City Departments to establish protocols encouraging student films, small budget films, and commercial productions;

v. Advertising and marketing Los Angeles to the Entertainment Industry and its clients;

vi. Trade show representation;

Technology improvements and web-brand information services.

2. Work with the City to develop a sustainable source of funding, other than the City General Fund, to support the marketing program;

3. Implement a marketing campaign;

4. Maintain a web site providing information about City facilities available for filming. Such site shall include photographs along with contact information.

- d. for the City department that schedules filming activity at the facility. If for any reason Contractor is unable to continue providing a location library web site, it shall make available to the City of Los Angeles, free of charge, any photographs, documents, or systems owned by Contractor, which comprised the location library; and

If requested by the City, cooperate with City efforts to enhance and retain jobs (within the City) in all segments of the Entertainment Industry including multimedia and other new emerging technologies.

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

Nothing in this section (~~10.8~~ **Marketing Program**) shall require Contractor to expend its own financial resources to accomplish such marketing efforts. Implementation shall be limited based upon available funding.

9. Training

~~Within the first year after execution of the contract, FilmLA shall provide two make available video training sessions for Entertainment Industry professionals concerning FilmLA's billing and fiscal policies, including refund policies and procedures. After the first year of this Contract, FilmLA shall provide similar training sessions annually, or on an as needed basis.~~

10. Automation and Linking to City Departments

Contractor shall use best efforts subject to available funding to upgrade their on-line permitting system to interface with systems being developed for the Recreation and Parks Reservation system, the Fire Department, and the LADOT Traffic Event Assets Management System (TEAMS). Contractor shall provide the CCA with an annual report of all progress made toward using technology to interface with City departments.

EXHIBIT B

REPORTING AND PERFORMANCE REQUIREMENTS

1. General Reporting Requirements

3. The Contractor shall prepare and submit regular reports on permits, system management including integration of automated systems, complaints, and client feedback on a quarterly basis to the City. All reports will be in a format approved by the CCA. Upon notice, the City may alter the frequency, format or nature of reports and or may also direct the Contractor to provide ad hoc reports on issues of interest to the City within the scope of work of the Contract. The City may also direct Contractor to provide the City with ad hoc reports on issues of interest to the City relating to the Contract, provided that the cost of the request is not prohibitive.

4. 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 and separate from all other clients. Record keeping details must also separately account for the different types of services provided under this Contract. A review of this data and accounting will be conducted by the CCA on a quarterly basis. Upon notice, the City may direct the Contractor to make changes to the maintenance of this data to more clearly separate it from other corporate activities provided that the cost of the request is not prohibitive and the request does not violate Generally Accepted Accounting Principles (GAAP).

5. The Contractor shall submit to the CCA each year a draft of its Annual Operating Budget addressing revenues and expenditures for service provided to the City, as well as refunds issued, unclaimed refund accumulation, and expenditures hereto for related, at least 60-day (30) calendar days in advance of the beginning of the Contractor's fiscal year and the final budget within five (5)-day (30) business days of adoption by the Board of Directors.

6. The Contractor shall submit a certified annual audited financial statement to the CCA, within 180 days following the end of each fiscal year. Should an exception to this timeframe be required, the Contractor must notify the CCA within 150 days

following the end of each fiscal year. The CCA will have the authority to approve an extension in writing.

9.2 The Contractor shall submit to the CCA, within 30 calendar days after the end of each quarter, a quarterly profit-and-loss statement.

9.3 The Contractor shall submit to the CCA any changes to its decision-making body or written rules, such as, but not limited to, its bylaws or composition of its Board of Directors 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, if the City
is the cause, or if the City believes there is a reasonable basis for doing so.

The Contractor will annually report to the City regarding the use of
technology in
adminstrating the City permit process.

2. **Permit Coordination - Reporting Requirements**

- a. The Contractor shall submit to the CCA, within 30 calendar days after the end of each quarter, quarterly summaries of permit volume, amounts collected from 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. Reports shall include accounting of refund claims paid and retained uncollected amounts for approved Budget expenditures.
- b. The Contractor shall submit to the CCA, on a monthly basis, in a format approved by the CCA, a list of all of its Customers, including: the Production Company's name; any known contact personnel as applicable; address; telephone number; contact person; type of production; production title; requested filming location(s) and date(s).
- c. The Contractor shall submit to the CCA 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.
- d. The Contractor shall submit to the CCA a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit subsequent changes to those policies and procedures within 15 calendar days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
- e. The Contractor shall submit a reconciliation statement and aging report with each payment of City fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of City fees for which FilmLA has not received a final invoice after completion of the filming activity. Should the aging report show that a city department has not submitted final invoices for at least 60 days after completion of the filming activity, the CCA will notify the City department

and request submission of final invoices to FilmLA within 30 days. Should the aging report show that a City department has not submitted final invoices for at least 60 days after completion of the filming activity, the CCA will forward the Aging report, along with details provided by FilmLA, to the Mayor and City Council.

3. **Notification Services - Reporting Requirements**

The Contractor shall submit to the CCA, within 30 calendar days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers specific to the City of Los Angeles and excluding other Contractor clients.

4. **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. A report on complaints will be provided on a monthly basis as determined by the CCA and the Permit Authority as well as a compilation of data provided annually. Complaint data, records and background information provided must be clear and complete.

5. **City - Reporting Requirements**

~~For properties which the Contractor has been directed by the City to waive City fees, the~~ Contractor shall provide a report on an annual basis to the CCA with data on the amount of fees waived by City departments, what type of film productions are associated with fee waivers, and fees separated out by property and address.

6. **Filming Surveys - Reporting Requirements**

The Contractor shall notify all City customers of a link to the City Filming Survey on the FilmLA website; and add a link and language describing the City Filming Survey to all new film permits issued. The Contractor shall provide semi-annual summary reports from any surveys that may be conducted by the Contractor with its Customers.



EXHIBIT E

FilmL.A. PRIMARY FEE SCHEDULE*

FEE DESCRIPTION	RATE	
FILMLA FILM APPLICATION FEE	\$795	Permit
FILMLA FILM PERMIT RIDER FEE	\$126	Permit
FILMLA MODIFIED PERMIT APPLICATION FEE	\$63	Permit
FILMLA MODIFIED PERMIT RIDER FEE	\$31	Permit
FILMLA MONITOR FEES	\$37	Hour
FILMLA MONITOR FEES OVERTIME	\$56	Hour
FILMLA MONITOR FEES - DOUBLE TIME	\$74	Hour
FILMLA STILL APPLICATION FEE	\$75	Permit
FILMLA STILL RIDER FEE	\$25	Permit
FILMLA STUDENT PERMIT FEE COMPLEX	\$114	Permit
FILMLA STUDENT PERMIT FEE SIMPLE	\$30	Permit
FILMLA NOTIFICATION FEE	\$198	Base Radius

*FilmL.A. fees not listed on this primary fee schedule will have their maximum rate raise similarly to the schedule above.

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1**INSURANCE CONTRACTUAL REQUIREMENTS**

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

CONTRACTUAL REQUIREMENTS**CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)		-
		WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	EL _____

General Liability	
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	<input type="checkbox"/> Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)	
Discovery Period _____	

Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____

Pollution Liability	
<input type="checkbox"/> _____	

Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
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Crime Insurance	
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Other:	

Required Insurance and Minimum Limits

Name: FilmLA, Inc. (Contact- President Paul Audley, 6255 W Sunset Blvd, 12th Fl., Hollywood, CA, 90028)Date: 02/16/2021Agreement/Reference: Contract No. C-127625 (2nd Amendment, Restated), Provide Film Permit Services/Administration for Productions Filming in the City.

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

Limits

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

WC Statutory
EL \$1,000,000

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers
☐ Jones Act

☒ **General Liability** At least \$2,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party \$1,000,000

☒ Products/Completed Operations ☐ Sexual Misconduct
☐ Fire Legal Liability
☐

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

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

☐ All Risk Coverage ☐ Boiler and Machinery
☐ Flood ☐ Builder's Risk
☐ Earthquake ☐

☐ **Pollution Liability**

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

☐ **Crime Insurance**

Other: Submitted to Eva Bitar, (213-978-0258) at Board of Public Works, February 16, 2021.
**Contract No. C-127625 (2nd Amendment, Restated), Term: March 30, 2021-June 30, 2025.
**All required insurance certificates MUST be submitted via the City's KwikComply site: <https://kwikcomply.org/>,
Contact (213) 978-RISK with any questions.