

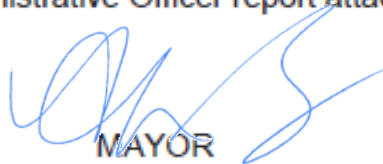
0220-05291-0941

TRANSMITTAL

TO The Council	DATE 05/24/21	COUNCIL FILE NO. 19-1416
FROM The Mayor		COUNCIL DISTRICT All

Amendment No. 1 to Contract C-136003 with the Los Angeles Tourism & Convention Board for Marketing and Booking Services

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR

(Ana Guerrero for)

RHL:DMP:09210135t

BACKGROUND

On June 30, 2020 the City Council approved a recommendation authorizing CTD to execute the Agreement with LATCB, for a term of ten years, beginning on July 1, 2020 through June 30, 2030 (C.F. 19-1416). LATCB is a non-profit organization that promotes and sells Los Angeles as a destination for conventions, meetings, and leisure travel from domestic and key international markets. LATCB solicits and books conventions for the LACC, generates leads and bookings for meetings and conferences in hotel venues across Los Angeles, and markets Los Angeles as a destination through paid advertising, on-line promotions, and social media. The City has contracted with LATCB since 1976 to provide these services and to generate economic benefit from direct visitor spending and TOT.

For their services under the Agreement, LATCB is compensated an amount equivalent to one-fourteenth (1/14th) of the annual amount of TOT collected by the City. Pursuant to the Agreement, the City appropriates funding within the Los Angeles Convention & Visitor's Bureau Trust Fund (the Fund) and pays LATCB in four, equal, quarterly payments throughout the fiscal year based on the Adopted Budget amount for TOT. After the end of each fiscal year, the City reconciles actual TOT receipts to the amounts paid to LATCB to determine if additional amounts are required to be paid in the event of an underpayment or credited back to the City in the event of an overpayment. If the City projects lower than budgeted TOT receipts within a given fiscal year, Section 4.D of the Agreement allows the City to reduce the invoiced amount for the final quarterly payment so that total payments for that fiscal year do not exceed the amount of TOT receipts projected to be deposited into the Fund.

As reported in the 2020-21 Mid-Year Financial Status Report, the coronavirus pandemic has significantly impacted several types of revenue received by the City, including TOT (C.F. 20-0600-S90). As mentioned in that report, TOT receipts through February were \$79.5 million below budget, and were at 28.5 percent of last year's level. The unpredictable nature of the pandemic has caused significant shortfalls in TOT receipts and processing LATCB's quarterly payments based on budgeted TOT would likely result in a significant overpayment to LATCB, even when factoring in an assumed adjustment to the final quarterly payment. While this overpayment would eventually be credited back to the City, this would cause cash flow issues in the current fiscal year and would require reliance on the Reserve Fund to process payments in the absence of sufficient TOT receipts.

The proposed amendment would modify Section 4.D to allow the City to reduce all quarterly payments based on updated TOT projections, instead of only the final quarterly payment, thus mitigating the risk of a substantial overpayment to LATCB. The City and LATCB would still conduct the annual process to reconcile actual payments to actual receipts. While the term of the Agreement is ten years, ending on June 30, 2030, the term of the proposed amendment is only through June 30, 2022. The proposed amendment is intended to address complications arising from volatility related to the pandemic. In order to stabilize LATCB's cash flow under the Agreement and to allow for improved budgeting and operational efficiencies, the proposed amendment will expire at the end of the 2021-22 Fiscal Year as pandemic-related complications affecting accurate forecasting of TOT receipts are anticipated to subside. Upon the expiration of this amendment, the language in Section 4.D of the Agreement will revert to the original version.

Mayor's Cost Containment Measures

This amendment qualifies for an exception to the suspension of contracting under the Mayor's "Fiscal Year 2020-21 Cost Containment Measures" memorandum dated June 24, 2020, as this amendment

will result in additional flexibility to the City and will provide anticipated cash flow relief by avoiding potential overpayments to LATCB. Additionally, LATCB's services under the Agreement generate revenue for the City, as LATCB promotes and markets Los Angeles to increase visitation and LACC bookings, which result in increased TOT and other economic benefits. CTD submitted an exception request for this amendment on January 21, 2021, and the Mayor subsequently approved the exception on January 27, 2021.

Charter Section 1022 Requirements

Because this amendment does not modify the labor components of the Agreement, no additional Charter Section 1022 review is required.

The Agreement has been reviewed by the City Attorney as to form.

FISCAL IMPACT STATEMENT

The recommendation included in this report will result in cash flow relief to the City by mitigating potential overpayments to the Los Angeles Tourism & Convention Board.

FINANCIAL POLICIES STATEMENT

The action recommended in this report complies with the City's Financial Policies in that appropriations for funds should be limited to the sum of available cash balances and revenues estimated to be received in the current budget year.

RHL:DMP:09210135

ATTACHMENTS

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: January 21, 2021

To: The Honorable Eric Garcetti, Mayor
Office of the Mayor
Attention: Heleen Ramirez, Legislative Coordinator

From: Doane Liu, Executive Director 
Department of Convention and Tourism Development

Subject: **PROPOSED CONTRACT AMENDMENT TO AGREEMENT C-136003
WITH THE LOS ANGELES TOURISM & CONVENTION BOARD**

SUMMARY

The Department of Convention and Tourism Development (CTD) requests authority to execute Amendment 1 (attached) to Agreement C-136003 (Agreement) with the Los Angeles Tourism & Convention Board (LATCB). The Board of Los Angeles Convention and Tourism Development Commissioners approved this Amendment at its Board meeting on December 2, 2020.

RECOMMENDATION

That the Mayor and City Council authorize the Executive Director of the CTD to execute a contract amendment to Agreement C-136003 with LATCB to adjust the Annual Contractor Allocation.

BACKGROUND

The City of Los Angeles (City) has contracted with the LATCB to promote and sell Los Angeles as a destination for conventions, meetings and leisure travel since 1976, with the most recent Agreement executed on July 1, 2020.

The City annually appropriates an amount equivalent to 1/14 (one fourteenth) of the transient occupancy tax (TOT), based off the forecast in the annual approved Budget, to the Greater Los Angeles Visitors and Convention Bureau Trust Fund (Trust Fund) to provide funding for the Agreement. This appropriation is called the Annual Contractor Allocation, and it is prepaid on a quarterly basis. In the event that TOT exceeds or comes in below budget projections, LATCB obtains the actual 1/14 (one fourteenth) of the TOT the City receives.

At the time of this report, the novel coronavirus (COVID-19) pandemic has caused significant decreases in visitation to Los Angeles. LATCB is actively working with clients and stakeholders to help with stabilization and to prepare for recovery. The unpredictable nature of the pandemic has resulted in a significant shortfall in General Fund TOT receipts compared to Adopted Budget. The Office of Finance has reported that current Fiscal Year 2020-21 year-to-date (July through October) TOT has a shortfall of 34.3% or \$16.9 million compared to Adopted Budget. Continuing LATCB's quarterly prepayments on this trajectory will cause the City to substantially overpay LATCB by the end of the current Fiscal Year.

PROPOSED AMENDMENT

Both CTD and LATCB wish to adjust the Annual Contractor Allocation amount in order to reduce the remaining quarterly payments for Fiscal Year 2020-21. The proposed Amendment will modify Section 4.d., allowing quarterly payments to be adjusted during the Fiscal Year if appropriate, according to updated TOT projections.

In order to stabilize LATCB's cash flow under the Agreement for improved budgeting and operational efficiencies, the proposed Amendment will expire at the end of Fiscal Year 2021-22, as the ability to accurately forecast TOT receipts in the approved Budget will improve. Upon the expiration of this Amendment, the language in Section 4.d. will revert to the original version.

FISCAL IMPACT STATEMENT

The City will update the annual appropriation for the cost of this Agreement, thereby reducing the risk of overpayment from the General Fund. There is no additional fiscal impact.

DL:kn

Exec. Ref: 20-236

Attachments:

- A. Proposed Amendment 1 to Agreement C-136003
- B. Agreement No. C-136003
- C. LATCB Contract Compliance

cc: William Chun, Deputy Mayor of Economic Development
Kimberly Miera, Deputy City Attorney
Derik Pearson, Senior Administrative Analyst
John Wickham, Office of the Chief Legislative Analyst

**AMENDMENT NO. 1
TO AGREEMENT NO. C-136003 BETWEEN
THE CITY OF LOS ANGELES AND
LOS ANGELES TOURISM & CONVENTION BOARD**

THIS AMENDMENT (“Amendment”) is made and entered into, commencing upon its execution (the “Effective Date”), by and between the City of Los Angeles, a municipal corporation (“City”), and Los Angeles Tourism & Convention Board, a California 501(c)6 nonprofit corporation (“Contractor”), together the “Parties”, and is hereby incorporated into and made part of the Agreement No. C-136003 (“Agreement”).

RECITALS

- A. WHEREAS, the City and Contractor entered into the Agreement to promote the City of Los Angeles as a convention and tourism destination;
- B. WHEREAS, the novel coronavirus (“COVID-19”) pandemic continues to significantly impact visitation to Los Angeles and actual Transient Occupancy Tax (“TOT”) receipts, making it challenging to accurately forecast the Annual Contractor Allocation;
- C. WHEREAS, the Parties wish to amend the Annual Contractor Allocation so it aligns with the projected receipts to the Trust Fund so as to prevent the substantial overpayment of Contractor by the end of the Fiscal Year; and
- D. WHEREAS, the COVID-19-related uncertainty and inability to accurately forecast the Annual Contractor Allocation is likely to continue through Fiscal Year 2021-22.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements set forth below, the Parties hereby amend the Agreement as follows:

1. Section 4.d, under “Payments by the City”, is hereby temporarily amended to read in full as follows:

Prior to each Advance Billing, if the City’s projected receipts to the Trust Fund through the end of the fiscal year will be less than originally anticipated, the amount paid to Contractor in the following Quarterly Prepayments shall be adjusted so that total payments for that fiscal year shall not exceed the amount of receipts projected to be deposited into the Trust Fund.

2. Due to the need for Contractor’s services to be provided continuously on an ongoing basis, any Advance Billings and subsequent Quarterly Prepayments made in accordance with the terms and conditions of this Amendment prior to the execution of the Amendment are hereby ratified.

3. This Amendment shall be operative until June 30, 2022, upon which Section 4.d. shall revert to its original language in Agreement C-136003.
4. Capitalized terms used in this Amendment shall have the meaning provided for in the Agreement unless the context otherwise requires.
5. Except as modified by this Amendment, all other terms and conditions contained in the Agreement No. C-136003 remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

THE CITY OF LOS ANGELES
a municipal corporation

LOS ANGELES TOURISM &
CONVENTION BOARD a California
nonprofit corporation

By: _____
DOANE LIU
Executive Director, CTD

By: _____
ADAM BURKE
President & CEO

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY

ATTEST: HOLLY WOLCOTT
City Clerk

MICHAEL N. FEUER
City Attorney

By: _____
KIMBERLY MIERA
Deputy City Attorney

By: _____

Dated: _____

Dated: _____

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 07/06/2020

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): DEPT OF CONVENTION AND TOURISM DEVELOPMENT

CONTACT PERSON: KIM NAKASHIMA PHONE: 213-765-4248

CONTRACT NO.: C-136003 COUNCIL FILE NO.: 19-1416

ADOPTED BY COUNCIL: 06/30/2020
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: LOS ANGELES TOURISM & CONVENTION BOARD

TERM OF CONTRACT: JULY 1, 2020 THROUGH: JUNE 30, 2030

TOTAL AMOUNT: AMOUNT EQUIVALENT TO ONE PERCENTAGE POINT OF
THE TRANSIENT OCCUPANCY TAX

PURPOSE OF CONTRACT:

For marketing and tourism services for Los Angeles and sales and booking services for the Los Angeles Convention Center.

**AGREEMENT TO PARTIALLY FUND ACTIVITIES
BETWEEN THE CITY OF LOS ANGELES
AND
LOS ANGELES TOURISM & CONVENTION BOARD**

THIS AGREEMENT (“Agreement”) is made and entered into as of July 1, 2020 (the “Effective Date”), by and between the City of Los Angeles, a municipal corporation (“City”) and Los Angeles Tourism & Convention Board, a California 501(c)6 nonprofit corporation (“Contractor”), each individually a “Party” and together the “Parties”.

RECITALS

WHEREAS, City desires to increase the competitiveness of the City of Los Angeles as a convention and tourist destination in the national and international marketplace so that the City can derive greater economic benefit from visitors in the form of job creation, tax revenue, overnight stays in hotels and other lodging establishments, and spending at local businesses; and

WHEREAS, City desires to have the Los Angeles Convention Center (LACC) serve as an even stronger economic engine for the City by enhancing the number and quality of citywide conventions that utilize a significant number of hotel rooms, which in turn generates Transit Occupancy Tax (“TOT”); and

WHEREAS, City desires to spread the economic benefits of tourism through the City by leveraging the cultural and geographic diversity of the City; and

WHEREAS, City desires to engage visitors to enhance their experience and encourage extended and repeat overnight hotel stays; and

WHEREAS, To accomplish this purpose, it is necessary to develop and execute sales, marketing, advertising and public relations programs designed to educate individuals, groups and organizations of the commercial, climatic, educational, recreational, and cultural advantages of Los Angeles, as well as its modern and extensive convention facilities; and

WHEREAS, Contractor is a California nonprofit mutual benefit corporation whose members are individuals and businesses engaged in the tourism and convention business, including hotels, restaurants, transportation providers, theme parks and museums. As a Destination Marketing Organization (DMO), Contractor engages in activities to promote Los Angeles as an attractive destination for visitors and has assembled comprehensive information relating to hotels and other lodging establishments, recreational, entertainment, transportation and other facilities which are of interest to visitors. Contractor also maintains an extensive

database of information relating to groups, organizations and societies that regularly hold meetings and conventions; and

WHEREAS, Contractor is uniquely qualified by virtue of its possession of the foregoing information, its representatives in other cities in the United States and around the world, and its relationships with local hotels and domestic and international airline carriers, to undertake the promotion and advertisement of Los Angeles as a premier convention or meeting host, and as a destination for tourists and tour groups; and

WHEREAS, Contractor's activities support and foster the creation and growth of additional employment in Los Angeles through the monies spent by visitors in Los Angeles. The City will also directly benefit from increased TOT revenues generated by visitors' stays in hotels and other lodging establishments in Los Angeles; and

WHEREAS, City has created and established within its Treasury a special trust fund, known as the "The Greater Los Angeles Convention and Visitors Bureau Trust Fund" (the "Trust Fund"). A fraction (as determined in Section 4(a), below) of all amounts of TOT received by the City under the tax imposed by Los Angeles Municipal Code Section 21.7.3 shall be placed in the Trust Fund. Expenditures from the Trust Fund shall be made solely to finance the promotion and advertising of Los Angeles as a destination for the purpose of attracting conventions, trade shows, and tourism to Los Angeles in keeping with the terms of this Agreement, including staffing and other operational expenses associated with this work; and

WHEREAS, Contractor's activities serve a public purpose from which the City will benefit. Accordingly, the City desires to provide financial assistance to Contractor; and

WHEREAS, the services required are of an expert and technical nature; therefore, competitive bidding under Charter Section 371 is neither practicable nor advantageous; and

WHEREAS, City desires to have the funding it provides in support of promoting the City as a convention and tourist destination spent in such a way that maximizes the return on its investment, including leveraging City funding in concert with other funding sources of Contractor.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, covenants, representations and agreements set forth below, the City and Contractor hereby agree as follows:

1. Definitions

The following terms used in this Agreement shall have the defined meanings set forth below:

Booked Room Nights - (1) Hotel room nights for attendees of a meeting and/or event held at LACC that has confirmed attendance by an executed Letter of Intent with Contractor for a specific future event, or (2) room nights for self-contained meetings or events, in City hotels, which have been confirmed by an executed contract between the hotel and event sponsor.

City - The City of Los Angeles, a municipal corporation.

City Council - The City Council of the City of Los Angeles.

Citywide Convention - An event held at the Los Angeles Convention Center that generates at least three thousand (3,000) room nights with one thousand five hundred (1,500) room nights on peak and utilizes no fewer than three (3) hotels.

Council Committee - The Trade, Travel, and Tourism Committee of the Los Angeles City Council, or such other committee of the City Council as the Council may designate to oversee the functions of the CTD.

Contractor - Los Angeles Tourism & Convention Board also known herein as LATCB.

Controller - The Controller of the City of Los Angeles.

CTD - Convention and Tourism Development Department, City of Los Angeles.

CTD Board - Board of Convention and Tourism Development Commissioners.

LACC - Los Angeles Convention Center, owned by the City of Los Angeles.

LACC Operator - Private operator of the LACC or the private company contracted by the City to manage and operate the LACC.

Letter of Intent - Letter signed by the client confirming Los Angeles as the host city for their Citywide Convention and outlining the financial commitments of the Los Angeles Tourism & Convention Board and preliminary total room night commitment of the client.

Non-Citywide Center Events - Events booked by the LATCB that do not meet the definition of a Citywide Convention, including consumer tradeshows.

Sales Lead - Citywide Lead also referred to as Prospect is defined as a potential future meeting/convention (event requiring sleeping rooms, meeting space, exhibit space and/or food and beverage, etc.) that could be held in Los Angeles utilizing the Los Angeles Convention Center (“LACC”) and a minimum of three Los Angeles hotels and/or 3,000 total room nights.

TOT - Transient Occupancy Tax imposed by Los Angeles Municipal Code Section 21.7.3.

Trust Fund – Greater Los Angeles Visitors and Convention Bureau Trust Fund established in the Administrative Code Chapter 15 Section 5.315.

2. Term

The term of this Agreement shall be from July 1, 2020 to and including June 30, 2030.

Due to the need for Contractor’s services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of the Agreement. To the extent that said services were performed in accordance with the terms and conditions of the Agreement, those services are hereby ratified.

Upon the expiration of the term of the Agreement, City retains the right to extend (hold over) Contractor, as needed, on a month-to-month basis under the same terms and conditions. Contractor will be notified thirty (30) days prior to the contract expiration date of the need to hold the contract over. Contractor will be given thirty (30) days advance notice of the termination of the contract during the hold over period.

3. Services to be Provided by Contractor and other Related Responsibilities

- a. The services and deliverables to be provided by Contractor as well as the related goals and performance metrics under this Agreement are substantially set forth in Appendix E, "Services to be Provided by Contractor" for each fiscal year during the Term of this Agreement. Within 60 days after the start of the fiscal year, CTD and Contractor will establish mutually agreeable goals, objectives and deliverables for that fiscal year thereby executing a new Appendix E each year. The services and deliverables shall align with the following core objectives:

- i. Increase the number of people visiting Los Angeles as both a convention and tourist destination in order to increase the economic benefits derived from visitors to the City;
 - ii. Measure the economic impact from citywide conventions and the tourism and hospitality sector;
 - iii. Facilitate and track visitor engagement with those visiting Los Angeles for both conventions and leisure travel to enhance the visitor experience with the intent of encouraging repeat visitation and longer stays; and
 - iv. Effectively leverage TOT funds with other sources of funding to promote conventions and tourism to maximize the yield from the City's investment.
- b. To achieve these objectives optimally, the City encourages LATCB to leverage these contract funds with other non-TOT funds to increase stays at hotels and other lodging establishments yielding increased TOT revenues and visitor spending that benefits the City's General Fund and the Los Angeles economy. As such, Contractor shall use best efforts to develop other sources of revenue, such as memberships and sponsorships to support the promotion of tourism in Los Angeles.
- c. Contractor shall complete and submit to CTD a ten (10)-year comprehensive strategic plan, which shall include the long-term direction for sales, marketing and visitor services. This plan may be reviewed and updated from time to time as needed or when requested by CTD.
- d. Contractor shall support the implementation of the City of Los Angeles Tourism Master Plan as it pertains to the promotion of Los Angeles as a visitor destination.
- e. Contractor shall use its best efforts to promote and utilize hotels and other lodging establishments in the City of Los Angeles to offer and secure room blocks for conventions and/or events at the LACC.
- f. Contractor shall use TOT funds to promote the City for the purpose of attracting, servicing and retaining conventions, tradeshows and tourism to the City, including staffing and other operational expenses associated with this work, and for no other purpose.
- g. Contractor shall conduct a post audit of room nights consumed following Citywide Conventions and Non-Citywide Center Events at the LACC and report the results of such audits to the CTD quarterly. Contractor shall produce these audits within one hundred twenty (120) days after the events conclude.

- h. Contractor shall report to CTD and/or the CTD Board on a monthly basis regarding progress towards meeting goals and performance metrics set forth in Appendix E and on any other topic related to the convention center industry or tourism as reasonably requested by CTD.
- i. Contractor shall keep CTD and/or CTD Board apprised of major destination advertising and tourism media campaigns prior to launch and shall, subject to any legal restrictions, make such content available to CTD to complement the City's branding efforts.
- j. Contractor shall collaborate with the City to ensure that Contractor's web site includes a comprehensive calendar of events of interest to visitors taking place in the City.
- k. Contractor shall report to CTD and/or CTD Board on its plans to market Los Angeles to visitors.
- l. Contractor shall use best efforts to leverage the geographic and cultural diversity of the City to promote tourism in areas of the City that may have been overlooked by traditional tourism efforts.
- m. Contractor shall provide CTD and/or CTD Board with comprehensive convention and tourism industry data and analyses to inform the City as to the performance of tourism as a key economic driver and assist CTD with developing special reports for its stakeholders. Special reports may include, but not be limited to, the status of hotel incentive agreements as they occur during the Term of this Agreement.
- n. Contractor shall meet with CTD staff and the LACC Operator on a regular basis to discuss operational, policy and business issues related to booking events at the LACC.
- o. Contractor shall book events into the LACC in accordance with the booking and discount policies in the Los Angeles Administrative Code Section 8.149.
- p. Contractor shall use its best efforts in booking the City's convention facilities in a manner that uses rental discounts judiciously and maximizes revenue for the LACC facility while prioritizing the booking of Citywide Conventions and Non-Citywide Center Events.
- q. Contractor shall provide other mutually agreed upon services to carry out the core objectives of this Agreement as identified in Section 3.a.i-iv.

- r. Contractor shall, to the extent possible, observe and participate in initiatives and recommendations as put forth by the Mayor's Executive Directives.

4. Payments by City

- a. City will credit to the Trust Fund an amount equivalent to a fraction of all TOT received by the City during the term of this Agreement. Said fraction shall have as its numerator the number one (1) and as its denominator the number which coincides with the current percentage of TOT imposed by the Los Angeles Municipal Code. By way of example, the current TOT is fourteen percent (14%). Therefore, City will credit to the Trust Fund an amount equivalent to one fourteenth (1/14) of all TOT received by the City during the term of this Agreement so long as the fourteen percent (14%) TOT remains in effect (the "Annual Contractor Allocation").

Ninety-five percent (95%) of the projected receipts of the Trust Fund will be appropriated to be paid to Contractor or to the City for costs of contract administration as described in Section 10 of this Agreement. The remaining receipts deposited in the Trust Fund shall be held by the City in said Trust Fund (the "Holdback Amount") for the purpose of offsetting any possible shortfall in Trust Fund receipts compared to the Annual Contractor Allocation denoted in the City's approved annual fiscal year budget. It is understood and agreed that any and all sums paid to Contractor by City will be used by Contractor only for allowable costs incurred in performing one or more of the services set forth in Section 3 of this Agreement.

- b. To facilitate issuing payment to Contractor for the purposes of this Agreement, the City anticipates appropriating for the purposes of this agreement a total of ninety-five percent (95%) of the projected receipts of the Trust Fund during each fiscal year during the Term of this Agreement. A portion of this amount will be appropriated for City costs associated with contract administration as described in Section 10 of this Agreement. The remaining portion will be appropriated to be paid to Contractor. City shall advance to Contractor on each July 1, October 1, January 1 and April 1, during the Term of this Agreement, an amount equivalent to one-quarter of the amount appropriated toward Contractor (each a "Quarterly Prepayment").
- c. Approximately thirty (30) days in advance of July 1, October 1, January 1 and April 1 (individually referred to as a "Quarterly Payment Date") during the Term of this Agreement, Contractor shall submit an advance billing ("Advance Billing") in the manner prescribed by the City (substantially as contained in Appendix B, attached hereto), requesting payment by City of each Quarterly Prepayment. After receipt and

approval of each such Advance Billing, City shall pay Contractor the amount of the Quarterly Prepayment.

- d. Prior to the payment of the April 1 Advance Billing, if the City's projected receipts to the Trust Fund through the end of the fiscal year will be less than originally anticipated, the amount paid to Contractor in the April 1 Advance Billing Payment shall be adjusted so that total payments for that fiscal year shall not exceed the amount of receipts projected to be deposited into the Trust Fund.
- e. Following the conclusion of each fiscal year during the Term of this Agreement, and no later than August 31st following each fiscal year, the City shall perform a reconciliation analysis (the "Annual Reconciliation Report") comparing actual receipts to the Trust Fund through the end of that fiscal year to the Annual Contractor Allocation for that fiscal year, and shall provide Contractor with a copy of the Annual Reconciliation Report. In the event that actual receipts to the Trust Fund exceed the Annual Contractor Allocation for that fiscal year ("Excess Collections"), City shall issue payment to Contractor for the Holdback Amount plus the amount of Excess Collections within ninety (90) days of the date on which Contractor submits an invoice for to the City for those amounts.
- f. In the event that the Annual Reconciliation Report determines that actual receipts to the Trust Fund through the end of a given fiscal are less than the Annual Contractor Allocation for that fiscal year (a "Collections Shortfall"), and the amount of the Collections Shortfall is less than the Holdback Amount, City shall issue payment to Contractor for the Holdback Amount less the amount of the Collections Shortfall within ninety (90) days of the date on which Contractor submits an invoice for to the City for that amount.
- g. In the event that the Annual Reconciliation Report determines that a Collections Shortfall exceeds the Holdback Amount for a fiscal year, Contractor shall not be entitled to receive the Holdback Amount for that fiscal year. In addition, City shall deduct twenty-five percent (25%) of the total amount by which the Collections Shortfall exceeds the Holdback Amount from each Quarterly Prepayment to Contractor during the subsequent fiscal year.
- h. In the event that Contractor requires funds in addition to the Annual Contractor Allocation for a legitimate promotional purpose, to perform special studies or to offset a decline in Trust Fund Receipts and to the extent that additional monies may be available in the Trust Fund, Contractor may request such funds from the City Council through CTD.
- i. Within thirty (30) days after the end of each fiscal quarter, Contractor

shall submit to CTD an interim progress statement of cumulative costs incurred during the fiscal year of the Agreement to that date, prepared in a manner substantially in the form set out in Appendix C, attached hereto ("Interim Progress Statement"). City shall review or audit the Interim Progress Statement and the supporting books and records to the extent deemed necessary by the City. Contractor must submit a copy of its audited financial statements for the prior fiscal year to CTD on or before November 30 of each fiscal year. The City shall, at all times during the Term of this Agreement, retain the right to audit Contractor's financial records, as described below in Section 4(j). City shall also informally review Contractor's monthly financial statements, as described in Section 5(a), to ensure general compliance with the provisions of this Agreement.

- j. Contractor shall maintain records as provided in Section 5(c). Within one hundred fifty (150) days following the end of each fiscal year, after Contractor's financial records have been audited by a certified public accountant and such accountant's independent report has been issued, and after Contractor's books for such period have been closed, Contractor shall submit a copy of its audited financial statements to City. City shall, at all times during the Term of this Agreement, retain the right to audit Contractor's financial records for any fiscal year during the Term of the Agreement, and to request reimbursement for any expenditures that City, through such audit, determines were not specifically incurred for purposes of services to be provided by Contractor under Section 3 of this Agreement ("Nonallowable Expenses"). In the event that City elects to exercise its audit rights, City shall conduct its final fiscal year-end audit and issue its final report to Contractor within sixty (60) days after receipt of Contractor's audited financial statements. Any Nonallowable Expenses identified through a City audit shall be refunded by Contractor to the Trust Fund within sixty (60) days after City's written notification to Contractor of any such Nonallowable Expenses. Such Trust Fund reimbursements shall be available for future disbursement to Contractor for allowable costs at the discretion of CTD. If Contractor does not have sufficient funds to repay such Nonallowable Expenses to the Trust Fund, the amount owed shall be deducted from the next Quarterly Prepayment from the Trust Fund due to Contractor.
- k. In the event that City identifies any Nonallowable Expenses and Contractor does not concur with that determination, the Parties shall negotiate to resolve such discrepancy. Any disputes which are not resolved by negotiation between Contractor and City's designee for contract administration shall be presented to the Executive Director of CTD (or designee) with recommendations for action, which shall finally determine the matter. Contractor shall be included in the resolution of any such disputes.

- I. Although the term of this Agreement is for ten (10) years, funding to the Contractor in each fiscal year is conditioned upon the City Council appropriating funds to the budget for the Agreement and the availability of sufficient monies in the Fund to reimburse the City's General Fund for Advance Billings of the Contractor. In the event that City Council fails to appropriate funds to Contractor for any fiscal year during the Term of this Agreement, such failure shall relieve Contractor of its performance obligations under this Agreement for that fiscal year ("Suspension of Services"). In the event that City Council subsequently appropriates funds to Contractor during a Suspension of Services, City and Contractor shall mutually agree in writing to the services to be provided by Contractor for the balance of the fiscal year in which the Suspension of Services occurred. Any Suspension of Services shall not extend the termination date as described in Section 2 of this Agreement.
- m. Notwithstanding anything contained in this Agreement to the contrary, the City shall not be obligated to appropriate any particular amount of monies or any monies for funding of this Contract for any fiscal year.
- n. Contractor shall comply with all State and City gift restriction laws.
- o. Contractor may designate monies as part of its annual funding to be used as a reserve fund ("Reserve Fund"). These monies may be held by Contractor and carried over for use in subsequent fiscal years and may be used at the discretion of Contractor for any purposes permitted under this Agreement. The maximum which may be set aside by Contractor from any single fiscal year may not exceed fifteen percent (15%) of the Annual Contractor Allocation for that fiscal year. Contractor may retain up to fifteen percent (15%) of the Annual Contractor Allocation for multiple fiscal years in order to set aside sufficient funding for future major travel industry events that may take place, in whole or in part, in the City for any purposes permitted under this Agreement, as well as to support appropriate programming in the event of natural disaster or any other catastrophic events that materially impact visitation to Los Angeles, provided that the total amount of the Reserve Fund may not exceed five million dollars (\$5,000,000).
- p. Any funds paid to Contractor under this Agreement not expended at the end of each fiscal year shall augment the Reserve Fund and be carried over for use in subsequent fiscal years in accordance with the provisions of Section 4(o).
- q. Contractor shall use its best efforts, to procure goods and services from local businesses in the City of Los Angeles.

5. Financial Reporting Requirements

- a. Contractor shall submit to the CTD and/or CTD Board copies of its monthly financial statements. Said statements shall include specific information as to all sources of funds and in-kind contributions, amounts received from each such source, and, in aggregate, the amount of City and other funds that have been expended during the reporting period. With each of its monthly financial statements, Contractor shall provide copies of its computerized check register and general ledger for the period covered by the statement. The Interim Progress Statements, referred to in Section 4(i), shall be accompanied by copies of Contractor's financial statement for the period covered.
- b. Invoice for Quarterly Prepayments shall be prepared in a form substantially as show in Appendix B attached to this Agreement and signed by an authorized official of Contractor. Interim Progress Statements submitted by Contractor shall be certified by an authorized official or agent of Contractor that the costs and expenses, incurred or to be incurred, for which payment is requested are reasonably related to Contractor's performance of services under this Agreement and are true and correct, in the form provided for in California Code of Civil Procedure Section 2015.5.
- c. Contractor shall maintain and preserve books of account and other financial records during the term of this Agreement. Said books and records shall accurately record monies received by source, date and amount; and monies expended by name of vendor, description of goods or services purchased, the nature and purpose of the expenditure and the date of purchase and the amount. The record of amounts paid to vendors shall distinctly separate City Trust Fund expenditures from private transactions of Contractor. Contractor shall retain such books and records for at least three (3) years following the final payment by City hereunder for the fiscal year in question. At any time during the term of this Agreement or within three (3) years following the final payment under this Agreement, the City and its authorized representatives shall have the right, on reasonable notice and during regular business hours, to review, inspect and audit Contractor's books and records. Such information shall be maintained as confidential by the City to the extent permitted under the California Government Code, section 6250 et seq. (California Public Records Act).
- d. Following the end of each fiscal year during the term of this Agreement, Contractor shall submit a report to CTD describing the services provided and the accomplishments attained from Trust Fund expenditures during such fiscal year.

6. Competitive Bidding

In the interest of economy and to assure the effective use of City funds, for all matters involving the expenditure of City funds over one hundred thousand dollars (\$100,000), Contractor shall solicit bids by advertising or by request to three or more qualified potential providers of applicable goods or services. Contractor shall make reasonable efforts to obtain bids from at least three different qualified parties and shall select the lowest and best responsible contractor on the basis of such bids as are received; provided that Contractor may reserve the right to reject all such bids. Contractor shall document and maintain all such bids or proposals to enable the City to audit the same. Notwithstanding the foregoing, in instances where Contractor determines that it is not feasible to solicit three bids, Contractor shall, at least ten days before incurring such expense, report to the CTD the basis for said determination.

7. Budget Requirements

Contractor shall provide to CTD, in a form prescribed by CTD, information for use in the Mayor's annual budget submission to the City Council. This shall include Contractor's annual proposed budget, details such as actual expenditures and revenues, estimates on source of funds, revenues, expenditures, major areas of work emphasis, and productivity goals. Contractor and CTD shall develop a schedule each year for the delivery of this information. Contractor shall notify CTD of any major changes in its planned areas of work emphasis that are funded by the Annual Contractor Allocation.

Budget shall include funding to cover the cost of contract administration by the City. Budget shall also include funding to be spent on initiatives specified by the CTD for purposes that are consistent with the goals and objectives of this Agreement, the specifics of which shall be determined during the budget process. The amount of the funding for these purposes shall be determined during the annual budget process and subject to the agreement of both Parties.

8. Compensation Payment of Sales Staff

Contractor may, at its sole discretion, provide incentive compensation payments to staff in the Director and Manager positions or classifications that are directly involved in the function of selling the City as a site for business meetings, conventions, trade shows, and other group activities involving the overnight stay in City of Los Angeles hotels. The performance criteria utilized for these incentive compensation payments shall be shared with CTD annually prior to the beginning of each Fiscal Year, or more frequently if changes are made to these criteria subsequent to the start of

the fiscal year. Except as provided in this paragraph, Contractor shall make no incentive compensation payments from funds provided under this Agreement to executive staff or senior management (defined herein as those staff holding the title of vice president or above), or non-sales staff members.

9. Insurance and Indemnity

Contractor agrees to maintain the insurance coverage and limits listed on the Insurance Requirements Sheet, attached to this Agreement as Appendix D, and to comply with the applicable insurance conditions set forth in PSC-10 and PSC-17 of Appendix A to this Agreement.

10. City Designee for Contract Administration

- a. This Agreement shall be administered on behalf of the City by CTD. CTD shall be responsible for receiving and forwarding all Advanced Bills, statements, Year End Claims and other similar documents for approval. Upon approval for payment by CTD, City will process payments as required under this Agreement. CTD shall be responsible for reviewing, approving and making recommendations to the City Council as necessary or appropriate as to matters such as requests for additional funds, disputes regarding Advance Billing Payment, or significant changes in the services to be provided by Contractor. The Office of Finance shall conduct the final year-end financial audit of Contractor, as described in Section 4. Contractor shall reimburse City for the salary expense, including indirect costs, of a City auditor assigned to assist the Office of Finance in administering the Agreement; provided, that in no event shall the total of such reimbursement exceed twenty-five thousand dollars (\$25,000) per fiscal year.
- b. City auditor shall, for purposes of auditing any Quarterly Prepayment, have access to all books and records of Contractor for all costs incurred under this Agreement and for all Contractor sources of revenue as provided in Section 5.
- c. Contractor shall give notice to CTD of the time and place of meetings of its full Board of Directors. The CTD shall be entitled to have a representative of its choosing attend any meetings of Contractor's full Board of Directors.

11. Termination

- a. Notwithstanding any other provision contained in this Agreement to the contrary, with the exception of Section 11(b), City, on appropriate action by the City Council, or Contractor may terminate this Agreement upon not less than ninety (90) days prior written notice, subject to all provisions for statements, audits, payments or refunds contained in this Agreement.

- b. If Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, CTD may give Contractor written notice of the default (“Default Notice”). Contractor shall have thirty (30) days from the date of such notice to cure its default or provide a plan to cure the default. At CTD’s sole discretion, CTD may accept or reject Contractor’s plan. If the default cannot be cured or if Contractor fails to cure within the thirty (30)-day period, then City may terminate this Agreement due to Contractor’s breach of this Agreement by written notice with such termination effective on the date of said written notice.
- c. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment under this Agreement up to and including the date of termination.

12. Notices

A notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (1) on personal delivery, (2) twenty-four (24) hours after deposit with Federal Express or a comparable express courier, addressed to a Party at the address set forth below, or (3) forty-eight (48) hours after deposit in the United States mail, by certified mail, postage prepaid, addressed to such Party. A Party may designate another address for notice purposes by giving written notice to the other in the manner provided in the Section.

If to Contractor: Los Angeles Tourism & Convention Board
633 West 5th Street
Suite 1800
Los Angeles, CA 90071
ATTN: Chief Executive Officer

If to City: Los Angeles Department of Convention and
Tourism Development
1201 South Figueroa Street
Los Angeles, CA 90015
ATTN: Executive Director

13. Incorporation of Standard Provisions, Precedence of Documents

- a. The Standard Provisions for City Personal Services Contracts, attached to this Agreement as Appendix A and the appendices referred to in subparagraph (b) below are incorporated into this Agreement.

- b. In the event of an inconsistency between any of the provisions of this Agreement and the appendices to this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 - i. Provisions of this Agreement.
 - ii. Appendix A, Standard Provisions for City Personal Services Contracts (Rev. 10/17[v.3]).
 - iii. Appendix B, Advance Billing.
 - iv. Appendix C, Interim Progress Statement.
 - v. Appendix D, Insurance Requirements.
 - vi. Appendix E, Services to be Provided by Contractor, and subsequent annual reports under Appendix E.

14. Miscellaneous Provisions

- a. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.
- b. Unless the context clearly requires otherwise:
 - i. Plural and singular numbers will each be considered to include the other;
 - ii. The masculine, feminine, and neuter genders will each be considered to include the others;
 - iii. "Shall," "will," "must," "agree," and "covenants" are each mandatory;
 - iv. "May" is permissive;
 - v. "Or" is not exclusive; and
 - vi. "Includes" and "including" are not limiting.
- c. All references to sections, paragraphs and subparagraphs are to those in this Agreement, unless the context otherwise requires. Documents attached to this Agreement as exhibits or appendices are incorporated in this Agreement as though set forth in full.

15. Processing of License and Discount Requests

Contractor is required to submit the license request packets to the LACC Operator within thirty (30) days of executing a Letter of Intent with sales leads for Citywide Conventions and Non-Citywide Center Events. The license request packet shall include a cover memorandum from Contractor, a request form for an LACC License with three (3) years of history, a cost analysis form, a pricing discount approval form, the transmittal Convention Center Reservation Form and the signed Letter of Intent. Rental discount request requiring CTD Board approval should be submitted at least two (2) weeks prior to the Board meeting date, unless competitive circumstances require expedited approval.

Contractor shall cooperate with requests by the LACC Operator to expedite the submittal of such license packets if circumstances warrant the submittal within less than the thirty (30)-day time frame referenced above.

16. Personnel

The Executive Director of CTD may request a change in Contractor's personnel assigned to perform services on the City's account relating to the LACC. Any such request shall be in writing using the Notice provisions of Section 12, and shall detail the specific business reasons for the request. Contractor's Chief Executive Officer ("CEO") shall have the right to meet at a mutually acceptable time with the Executive Director of CTD to discuss the basis for the requested change or removal and any alternative course of action. While Contractor shall make reasonable efforts to accommodate such requests, the employer-employee relationship shall at all times remain with Contractor, who shall have final decision-making authority regarding whether to accommodate any such request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

THE CITY OF LOS ANGELES
a municipal corporation

LOS ANGELES TOURISM &
CONVENTION BOARD a California
nonprofit corporation

By: 

DOANE LIU
Executive Director, CTD

By: 

ADAM BURKE
Interim Chief Executive Officer

Dated: July 6, 2020

Dated: July 6, 2020

APPROVED AS TO FORM AND
LEGALITY

ATTEST: HOLLY WOLCOTT , City
Clerk

MICHAEL N. FEUER
City Attorney

By: 

KIMBERLY MIERA
Deputy City Attorney

By:  

Dated: 07/06/2020

Dated: 07/06/2020

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: Los Angeles Tourism and Convention Board (LATCB)

Date: 03/02/2020

Agreement/Reference: 2020 Agreement between L.A. City Department of Convention and Tourism Development (CTD) and LATCB for marketing and tourism services for the City and booking services for CTD.

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 \$5,000,000 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: Donna Jean Irving @ L.A. Dept of Convention and Tourism Development (CTD) (213-765-4240)
on March 2, 2020.

Contractor must agree to submit their insurance on the City's designated site for insurance compliance and tracking, KwikComply: <https://kwikcomply.org/> ; AND to resubmit insurance certificates throughout contract term; AND per the instructions in the guide on the following site:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf (attached)

LOS ANGELES TOURISM & CONVENTION BOARD

Los Angeles Tourism & Convention Board
633 West 5th Street
Suite 1800
Los Angeles CA 90071

APPENDIX B

Invoice

Bill To

ATTN: DERIK PEARSON
CITY OF LOS ANGELES
200 NORTH MAIN STREET
CITY HALL EAST ROOM 1500
LOS ANGELES CA 90012

Date 3/10/2020

Invoice # 2142

Due Date 4/9/2020

Item	Qty	Description	Units	Unit Price	Amount
City of L.A. Revenue	1	4th Advance Billing on Contract C-124986 for the period April 1, 2020 to June 30, 2020		1,813,516.63	1,813,516.63

I certify under penalty of perjury that this invoice is just and correct according to the terms of agreement and payment has not been received.

Date: _____

Adam Burke
Chief Operating Officer

Total \$1,813,516.63

Payment can be made by check or credit card. Please make check payable to: Los Angeles Tourism and Convention Board

Credit Card Type: Visa, M/C, or Amex Credit Card Number: _____

Expiration Date: _____ CVV Code: _____

Cardholder Name: _____ Signature: _____

LATCB Statement of Revenue and Expenses Period Covered (Unaudited)		APPENDIX C			
		Transient Occupancy Tax (TOT)	Non-TOT	Consolidated	
	YTD Actual (Period covered)	YTD Actual (Period covered)	YTD Actual (Period covered)	YTD Budget (Jul - Jan 2020)	Over (Under) Budget
Revenue					
Tourism Marketing District (TMD)					-
Transient Occupancy Tax (TOT)					-
Los Angeles World Airport (LAWA)					-
LATCB Revenue					-
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
Departmental Expenses					
Personnel Expenses					
Programs Expenses					
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	-				
Total Expenses	-				
Excess (Deficit) Revenue Over Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
<p>I certify, under penalty of perjury, as provided for in the California Code of Civil Procedure (Section 2003), that the expenses incurred are reasonably related to the services and activities set forth in paragraph two of the contract and have been incurred in accordance with the budget approved by the City.</p> <p>Signed: _____</p>					



CERTIFICATE OF LIABILITY INSURANCE

APPENDIX D

DATE (MM/DD/YYYY)

11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh and McLennan Agency 9171 TOWNE CENTRE DRIVE 500 SAN DIEGO CA 92122		CONTACT NAME: Brandon Bunker PHONE (A/C, No, Ext): 6199803303 E-MAIL ADDRESS: brandon.bunker@marshmma.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Insurance Company of MidW	NAIC # 37478
INSURED Los Angeles Tourism & Convention Board 633 West 5th St. Suite 1800 Los Angeles CA 90071		INSURER B: Hartford Casualty Insurance Company	29424
		INSURER C: Federal Insurance Company	20281
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
a	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	y	72UUNHC3303	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INIURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	y	72UUNHC3303	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$	Y	y	72RHUHC2942	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 100,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	y	72WBAB8S71	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Los Angeles, its officers and employees are listed as Additional Insureds on General Liability and Automobile Liability and Waiver of Subrogation applies in favor of the City of Los Angeles, its officers and employees as their interest may appear as required by written contract or agreement. The Umbrella Liability policy is follow form

CERTIFICATE HOLDER City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brandon Bunker
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CERTIFICATE OF LIABILITY INSURANCE

APPENDIX D

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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APPENDIX E (Template)
Services to be Provided by Contractor
In Contract Fiscal Year 2019 – 2020

The primary goal of the City of Los Angeles' engagement with the Los Angeles Tourism & Convention Board (LATCB) is to grow the local economy by promoting the City as a site for citywide conventions, business meetings, major tradeshows and as a destination for leisure travel. LATCB will endeavor to achieve this goal by executing the services and deliverables described below that align with the four core objectives identified in Section 3(a) of the Agreement. Performance metrics that align with each core objective will help the City evaluate how well these objectives are being met. The City recognizes that LATCB's ability to meet annual performance goals can be impacted both positively and negatively by broader economic trends and factors. As such, the City will take this into consideration when assessing LATCB's performance in order to properly attribute accomplishments due to their efforts.

To achieve these objectives optimally the City recognizes and encourages LATCB to leverage these contract funds with other sources of funding to drive paid room demand yielding increased TOT revenues and visitor spending that benefits the City's General Fund and the Los Angeles economy.

OBJECTIVE 1

Increase the number of people visiting Los Angeles as both a convention and tourist destination in order to increase the economic benefits derived from out-of-town visitors to the City

Services and Deliverables Related to Objective 1:

- a. Promote the City of Los Angeles and its facilities and attractions as a desirable location for association and corporate meetings, conventions and major trade shows. Efforts shall include but not be limited to, representing the City in domestic and international convention and tourism industry associations; attending industry trade shows, customer events, and sales missions; and advertising in key industry trade publications.
- b. Solicit sales leads for such conventions, meetings and trade shows to be held in the City of Los Angeles with an emphasis on using the Los Angeles Convention Center (LACC) and City of Los Angeles hotels.
- c. Book citywide conventions and assisted convention center events at LACC for future years that will produce room nights at hotels within the City of Los Angeles.

- d. Provide customary client services to citywide conventions at the LACC.
- e. Develop and execute a sales and marketing plan for booking events at the LACC that focuses on leveraging the LACC's strengths and opportunities, mitigating the LACC's weaknesses and challenges, and provides specific strategies and tactics for addressing them. In addition, once plans are finalized, develop and execute ongoing communications with all appropriate audiences regarding LACC's expansion and modernization plans.
- f. Use best efforts to promote the geographic and cultural diversity of the City to drive overnight stays with additional focus on areas of the City that may have been overlooked by traditional tourism efforts with the intent of spreading the economic benefits of tourism throughout the City.
- g. Promote Los Angeles in the media. Keep CTD staff and commissioners apprised of major destination advertising and tourism media campaigns, including ongoing reporting regarding the proportion of these efforts funded by non-TOT funds.
- h. Assist the City as requested with efforts related to the expansion and modernization of the Convention Center. Assistance may include, but is not limited to, providing design input and attending design meetings, providing data as requested, which may involve the use of third party consultants, and visiting other convention centers to evaluate competitive designs.
- i. Regularly report to CTD staff and commissioners on overall marketing strategy and major campaigns.
- j. Maintain close communications and collaboration with CTD and AEG Facilities staff regarding proprietary customer information, proprietary sales strategies, conversion rates and other data.
- k. Provide the City with a comprehensive collection of convention and tourism industry data that will inform policymakers on the performance of tourism as an economic driver. Data may include research compiled or acquired with non-TOT funds. Research includes, but is not limited to, drivers of decision making for meeting planners and data on competitive centers.

I. Metrics for Objective 1:

Objective 1 Performance Metrics	Reporting Frequency	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Goal
CITYWIDE / CENTER EVENTS					
1.1 Number of Citywide/Center Events Sales Leads (combined)	Month				
1.2 Number of Citywide/Center Events Booked for future years (track separately)	Month				
1.3 Number of Room Nights Booked for future years	Month				
	Reporting Frequency	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Forecast
1.4 Number of Citywide/Center Events Hosted (track separately)	Month				
1.5 Reported Number of Delegates from Hosted Citywide/Center Event	Quarter				
1.6 Total Number of Room Nights from Hosted Citywide/Center Events (based on convention actuals)	Quarter				
Objective 1 LA County Market Data <small>Source: October 2019 Tourism Economics Estimates</small>	Reporting Frequency	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Forecast
1.a Total Visitors to L.A. County	Annual				
1.b Total Overnight Domestic Visitors	Annual				
1.c Total International Visitors	Annual				
1.d Total Day Visitors	Annual				

OBJECTIVE 2

Measure the economic impact from citywide conventions and the tourism and hospitality sector

Services and Deliverables Related to Objective 2:

- a. Report on economic impact of citywide conventions and provide detail on methodology for calculating economic impact.
- b. Produce audits on hotel room nights consumed by conventions.
- c. Provide data on economic impact of tourism and hospitality industry.

d. Metrics for Objective 2:

Objective 2 Performance Metrics	Reporting Frequency	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Forecast
ECONOMIC IMPACT OF CITYWIDE / CENTER EVENTS Sources: Tourism Economics/CBRE/LATCB					
2.1 TOT from Hosted Citywide/Center Events 14% (track separately) Source: CBRE Hotel Audits	Quarter				
2.2 TOT revenue for the City Source: City of Los Angeles	Month				
L.A. COUNTY LODGING PERFORMANCE Sources: STR Actuals, October 2019 Tourism Economics Estimates and Secondary Data Sources					
2.3 Hotel Room Night Demand (Sold)	Month				
2.4 Hotel Occupancy Rates	Month				
2.5 Hotel Average Daily Rates	Month				
2.6 Revenue Per Available Hotel Room	Month				
2.7 Jobs from Leisure and Hospitality Sector Source: CA EDD FY 2019-2020 Forecast Source: LAEDC	Month				
Objective 2 L.A. County Market Data Source: Tourism Economics Estimates (FY)	Frequency of Reporting	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Forecast
2.a Visitor Direct Spending	Annual				
2.b Visitor Indirect/Induced Spending	Annual				
2.c Local Tax Revenue from LA County Visitors	Annual				
2.d Overnight Visitor Average Trip Spend in LA County (Market/Planning Resource)	Annual				
Objective 2 City Market Data Source: DMAI Impact Calculator	Frequency of Reporting	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Forecast
2.e Local Business Sales based on direct spending from Citywide/Center Events	Annual				
2.f Local Tax Revenue based on total economic impact from Citywide/Center Events (track separately)	Annual				
2.g Fulltime Equivalent (FTE) Jobs based on total economic impact from Citywide/Center Events(track separately)	Annual				

OBJECTIVE 3

Facilitate and track engagement with those visiting Los Angeles for conventions and leisure travel to enhance the visitor experience with the intent of encouraging repeat visitation, and longer lengths of stay

Services and Deliverables Related to Objective 3:

- a. Survey citywide clients to obtain feedback on specific aspects of the client experience at the LACC (e.g., event services, security, facility condition, food and beverage service, LAX, participating hotels, and other related venues and service providers).
- b. Host and facilitate Customer Advisory Boards as requested by the CTD to obtain feedback from current and potential clients on long-term strategic issues such as designs for the expansion and modernization of the facility, industry trends and client needs.
- c. Enhance the visitor experience through an integrated network of visitor centers, digital channels, visitor information publications (digital or print) and in-market servicing of group clients providing convenient and relevant destination information and resources.
- d. Maintain a mobile optimized web site and social media platforms to engage potential visitors to Los Angeles. Provide ongoing performance data to CTD.
- e. Leverage emerging and immersive technology in providing compelling information to LA’s visitors and in differentiating LA from its competitors.
- f. Collaborate with CTD to find new options and venues that would expand outreach to LA’s visitors.
- g. Report on visitor perceptions and satisfaction levels (including studies conducted with non-TOT funding) to inform the City as to how it may improve the visitor experience with the goal of encouraging repeat visitation, increasing the likelihood of visitors recommending the destination to others and driving longer lengths of stay/increase spending.
- h. Maintain and publish L.A. Tourism Calendar of Events.
- i. Metrics for Objective 3:

Objective 3 Performance Metrics <small>Source: LATCB Post-Con Surveys</small>	Frequency of Reporting	FY16/17 Actual	FY17/18 Actual	FY18/19 Actual	FY19/20 Goal
3.1 Overall Host City Rating Citywide Client Satisfaction: (5-point scale)	Semi-Annual				
3.2 Overall LACC Rating Citywide Client Satisfaction: (5-point scale)	Semi-Annual				
3.3 Overall LATCB Client Services Rating Citywide Client Satisfaction: (5-point scale)	Semi-Annual				

3.4 Number of Visitor Impressions at Visitor Centers, Kiosks and Publications (Track Separately) <i>*Note – reduction for FY17/18 due to 1) discontinuation of kiosk pilot and 2) shift from full China OVG to Pocket Guide.</i>	Quarter				
3.5 Number of Unique Visitors to web site, social platforms, e-comms <i>*Note – data for FY16/17 reflects number of visits to Discover Los Angeles website.</i>	Quarter				
3.6 Social Media Activity (Facebook, Twitter and Instagram followers)	Quarter				
Objective 3 Market Data	Frequency of Reporting	FY16/17 Actual	FY17/18 Actual	FY 18/19 Actual	FY 19/20 Forecast
3.a Visitor Satisfaction Ratings from Visitor Profile Study <i>Source: Destination Analysts FY17 & Preliminary Data from FY20 (Funded by non-TOT resources)</i>	Every 3 years or when conducted				
3.b Average Length of Stay of Overnight Visitors <i>(Marketing & Planning Resource)</i>	Annual				
3.c Percent of Repeat Visitors from Visitor Profile Study <i>Source: Destination Analysts FY17 & Preliminary Data from FY20 (Funding by non-TOT resources)</i>	Every 3 years or when conducted				

OBJECTIVE 4

Effectively leverage TOT funds with other sources of funds to promote conventions and tourism to maximize the yield from the City’s investment

Services and Deliverables Related to Objective 4:

- a. Use best efforts to develop other sources of revenue, such as Memberships, sponsorships, corporate partnerships and advertising sales to support the promotion of tourism in Los Angeles.
- b. Use best efforts in booking the City’s convention facilities to maximize total revenues for the LACC facility with the priority of booking quality business that drives hotel room nights and spending from out-of-town visitors that stimulates the local economy and generates TOT to the City of Los Angeles.
- c. Generate earned media to create awareness and excitement among potential visitors, with an emphasis on driving feature stories in which at least 75% of content is specifically about Los Angeles.
- d. Submit TOT-funded budget for review by CTD Board and inclusion in the Mayor’s proposed budget.

- e. Deliver audited financial statements within 120 days after close of fiscal year.
- f. Regularly update CTD staff and commissioners on key performance metrics.
- g. Submit monthly financial reports to CTD on use of TOT vs. non-TOT funds.
- h. Metrics for Objective 4:

Objective 4 Performance Metrics	Frequency of Reporting	FY16/17 Actual	FY17/18 Actual	FY18/19 Actual	FY19/20 Goal
4.1 Percent of Rental Income from Citywides Retained After Discounts <i>Source: LACC Operator</i>	Quarter				
4.2 Non-TOT Funds	Quarter				
4.3 Total Paid Advertising Value from multiple funding sources	Annual				
4.4 Earned Media Feature Stories* as Percentage of Total Earned Media <i>*Note –Feature Story is defined as any story where at least 3/4 of the content is about L.A.</i>	Annual				
Objective 4 Market Data	Frequency of Reporting	FY16/17 Actual	FY17/18 Actual	FY18/19 Actual	FY19/20 Forecast
4.a Rental Income Retained from Citywides <i>Source: LACC Operator</i>	Quarter				

CTD Approval: _____
Signature Title

LATCB Approval: _____
Signature Title

LATCB Approval: _____
Signature Title

Date: _____

APPENDIX E

Services to be Provided by Contractor In Contract Fiscal Year 2020 – 2021

The primary goal of the City of Los Angeles' engagement with the Los Angeles Tourism & Convention Board (LATCB) is to grow the local economy by promoting the City of Los Angeles (City) as a site for citywide conventions, business meetings, major tradeshows and as a destination for leisure travel. LATCB will endeavor to achieve this goal by executing the services and deliverables described below that align with the four core objectives identified in Section 3(a) of the Agreement.

Under normal circumstances, performance metrics that align with each core objective help the City evaluate how well these objectives are being met. The City recognizes that LATCB's ability to meet annual performance goals can be impacted both positively and negatively by broader economic trends and factors. This is the case for Fiscal Year 2020-21, as the ongoing novel coronavirus (COVID-19) pandemic has had a significant and unprecedented impact on the travel and tourism sector. As a result, there are a number of material variables that make it impractical to accurately project operating results or set goals for many of the performance metrics included in Appendix E for Fiscal Year 2020-21, including:

- Meetings, conventions and tradeshows are not currently permitted in the State of California and there is no clear timeline for when this sector will be reopened.
- A number of international countries, including some of Los Angeles' top-performing inbound markets, have ongoing prohibitions against travel to the United States.
- Consumers in Los Angeles' top feeder markets continue to have concerns about travel, including health and safety concerns, financial hardship, and the sustained partial or full closure of many of Los Angeles' traditional "demand drivers" (e.g. – meetings, conventions and tradeshows, professional sports and entertainment venues, theme parks and cultural attractions, and indoor dining).
- Due to current case counts and other risk indicators, Los Angeles County's status on the State of California's Blueprint for a Safer Recovery is in the "widespread" category, which indicates the highest level of COVID-19-related restrictions on permitted activities and businesses in the Governor's plan.

Because of the significant impacts of the pandemic on the metrics tracked in this document, the City has determined that measuring LATCB's performance by these metrics will not properly attribute accomplishments due to their efforts. Therefore, for Fiscal Year 2020-21, LATCB's performance shall be measured by the qualitative analysis of their execution of services and deliverables; their adaptation and agility in the face of pandemic-related restrictions and rapidly changing environment; and the execution of their Fiscal Year 2020-21 Recovery Plan (Exhibit 1).

The foregoing notwithstanding, it remains critical that LATCB continue to track and report all the performance metrics in Appendix E in order to properly assess the pace of Los Angeles' economic recovery.

To achieve the objectives stipulated in the Agreement, the City encourages LATCB to leverage these contract funds with other sources of funding to drive paid room demand yielding increased transient occupancy tax (TOT) revenues and visitor spending that benefits the City's General Fund and the Los Angeles economy

OBJECTIVE 1

Increase the number of people visiting Los Angeles as both a convention and tourist destination in order to increase the economic benefits derived from out-of-town visitors to the City

Services and Deliverables Related to Objective 1:

- a. Promote the City of Los Angeles and its facilities and attractions as a desirable location for association and corporate meetings, conventions and major trade shows. Efforts shall include but not be limited to, representing the City in domestic and international convention and tourism industry associations; attending industry trade shows, customer events, and sales missions; and advertising in key industry trade publications.
- b. Solicit sales leads for such conventions, meetings and trade shows to be held in the City of Los Angeles with an emphasis on using the Los Angeles Convention Center (LACC) and City of Los Angeles hotels.
- c. Book citywide conventions and convention center events at LACC for future years that will produce room nights at hotels within the City of Los Angeles.
- d. Provide customary client services to citywide conventions at the LACC.
- e. Develop and execute a sales and marketing plan for booking events at the LACC that focuses on leveraging the LACC's strengths and opportunities, mitigating the LACC's weaknesses and challenges, and provides specific strategies and tactics for addressing them. In addition, once plans are finalized, develop and execute ongoing communications with all appropriate audiences regarding LACC's expansion and modernization plans.
- f. Use best efforts to promote the geographic and cultural diversity of the City to drive overnight stays with additional focus on areas of the City that may have been overlooked by traditional tourism efforts with the intent of spreading the economic benefits of tourism throughout the City.
- g. Promote Los Angeles in the media. Keep CTD staff and commissioners apprised of major destination advertising and tourism media campaigns, including ongoing reporting regarding the proportion of these efforts funded by non-TOT funds.

- h. Assist the City as requested with efforts related to the expansion and modernization of the Convention Center. Assistance may include, but is not limited to, providing design input and attending design meetings, providing data as requested, which may involve the use of third-party consultants, and visiting other convention centers to evaluate competitive designs.
- i. Regularly report to CTD staff and commissioners on overall marketing strategy and major campaigns.
- j. Maintain close communications and collaboration with CTD and AEG Facilities staff regarding proprietary customer information, proprietary sales strategies, conversion rates and other data.
- k. Provide the City with a comprehensive collection of convention and tourism industry data that will inform policymakers on the performance of tourism as an economic driver. Data may include research compiled or acquired with non-TOT funds. Research includes, but is not limited to, drivers of decision making for meeting planners and data on competitive centers.
- l. Metrics for Objective 1:

Objective 1 Performance Metrics	Reporting Frequency	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
CITYWIDE / CENTER EVENTS					
1.1 Number of Citywide/Center Events Sales Leads (combined)	Month	222	221	160	
1.2 Number of Citywide/Center Events Booked for future years (track separately)	Month	27	27	30	
1.3 Number of Room Nights Booked for future years	Month	440,812	428,374	460,331	
1.4 Number of Citywide/Center Events Hosted (track separately)	Month	27	23	12	
1.5 Reported Number of Delegates from Hosted Citywide/Center Event	Quarter	440,634	362,442	227,059	
1.6 Total Number of Room Nights from Hosted Citywide/Center Events (convention actuals)	Quarter	283,798	226,608	121,158	
Objective 1 LA County Market Data <i>Source: October 2020 Tourism Economics Estimates</i>					
	Reporting Frequency	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Forecast
1.a Total Visitors to L.A. County	Annual	49.2 million	50.3 million	39.2 million	33.9 million
1.b Total Overnight Domestic Visitors	Annual	25.0 million	25.5 million	20.2 million	17.1 million
1.c Total International Visitors	Annual	7.4 million	7.4 million	4.6 million	2.8 million
1.d Total Day Visitors	Annual	16.9 million	17.4 million	14.4 million	14.0 million

OBJECTIVE 2

Measure the economic impact from citywide conventions and the tourism and hospitality sector

Services and Deliverables Related to Objective 2:

- a. Report on economic impact of citywide conventions and provide detail on methodology for calculating economic impact.
- b. Produce audits on hotel room nights consumed by conventions.
- c. Provide data on economic impact of tourism and hospitality industry.
- d. Metrics for Objective 2:

Objective 2 Performance Metrics	Reporting Frequency	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
ECONOMIC IMPACT OF CITYWIDE / CENTER EVENTS Sources: Tourism Economics/CBRE/LATCB					
2.1 TOT from Hosted Citywide/Center Events 14% (track separately) Source: CBRE Hotel Audits	Quarter	\$10.3 million	\$8.7 million	\$4.2 million	
2.2 TOT revenue for the City Source: City of Los Angeles	Month	\$299.1 million	\$318.9 million	\$253.5 million	
L.A. COUNTY LODGING PERFORMANCE Sources: STR Actuals, October 2020 Tourism Economics Estimates and Secondary Data Sources					
	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Forecast
2.3 Hotel Room Night Demand (Sold)	Month	29.8 million	30.4 million	24.5 million	20.4 million
2.4 Hotel Occupancy Rates	Month	79.4%	79.8%	65.9%	54.7%
2.5 Hotel Average Daily Rates	Month	\$178.08	\$180.28	\$170.52	\$136.20
2.6 Revenue Per Available Hotel Room	Month	\$141.47	\$143.12	\$112.33	\$74.57
2.7 Jobs from Leisure and Hospitality Sector Source: CA EDD	Month	531,433	541,275	489,858	
Objective 2 L.A. County Market Data Source: Tourism Economics Estimates (FY)					
	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Forecast
2.a Visitor Direct Spending	Annual	\$23.29 billion	\$24.31 billion	\$17.40 billion	\$13.28 billion
2.b Visitor Indirect/Induced Spending	Annual	\$12.42 billion	\$12.91 billion	\$9.26 billion	\$7.03 billion
2.c Local Tax Revenue from LA County Visitors	Annual	\$1.70 billion	\$1.77 billion	\$1.26 billion	\$0.95 billion
2.d Overnight Visitor Average Trip Spend in LA County	Annual	\$686	\$701	\$662	\$598

Objective 2 City Market Data Source: DMAI Impact Calculator	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
2.e Local Business Sales based on direct spending from Citywide/Center Events	Annual	\$352.8 million	\$282.2 million	\$168.0 million	
2.f Local Tax Revenue based on total economic impact from Citywide/Center Events (track separately)	Annual	\$21.0 million	\$17.2 million	\$9.5 million	
2.g Fulltime Equivalent (FTE) Jobs based on total economic impact from Citywide/Center Events(track separately)	Annual	4,773	3,667	2,180	

OBJECTIVE 3

Facilitate and track engagement with those visiting Los Angeles for conventions and leisure travel to enhance the visitor experience with the intent of encouraging repeat visitation, and longer lengths of stay

Services and Deliverables Related to Objective 3:

- a. Survey citywide clients to obtain feedback on specific aspects of the client experience at the LACC (e.g., event services, security, facility condition, food and beverage service, LAX, participating hotels, and other related venues and service providers).
- b. Host and facilitate Customer Advisory Boards as requested by the CTD to obtain feedback from current and potential clients on long-term strategic issues such as designs for the expansion and modernization of the facility, industry trends and client needs.
- c. Enhance the visitor experience through an integrated network of visitor centers, digital channels, interactive digital wayfinding and visitor service kiosks, visitor information publications (digital or print) and in-market servicing of group clients providing convenient and relevant destination information and resources.
- d. Maintain a mobile optimized web site and social media platforms to engage potential visitors to Los Angeles. Provide ongoing performance data to CTD.
- e. Leverage emerging and immersive technology, including interactive digital wayfinding and visitor service kiosks, in providing compelling information to LA's visitors and in differentiating LA from its competitors.
- f. Collaborate with CTD to find new options and venues that would expand outreach to LA's visitors.
- g. Report on visitor perceptions and satisfaction levels (including studies conducted with non-TOT funding) to inform the City as to how it may improve the visitor experience with the goal of encouraging repeat visitation, increasing the likelihood of visitors recommending the destination to others and driving longer lengths of stay/increase spending.
- h. Maintain and publish L.A. Tourism Calendar of Events.

i. Metrics for Objective 3:

Objective 3 Performance Metrics <i>Source: LATCB Post-Con Surveys</i>	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
3.1 Overall Host City Rating Citywide Client Satisfaction (5-point scale)	Semi-Annual	4.1	4.3	4.2	
3.2 Overall LACC Rating Citywide Client Satisfaction (5-point scale)	Semi-Annual	3.7	3.9	3.9	4.0 (goal)
3.3 Overall LATCB Client Services Rating Citywide Client Satisfaction (5-point scale)	Semi-Annual	4.6	5.0	5.0	4.6 (goal)
3.4 Number of Visitor Impressions at Visitor Centers, Kiosks and Publications (track separately)	Quarter	1.2 million	1.0 million*	0.7 million	
3.5 Number of Unique Visitors to web site, social platforms, e-comms	Quarter	16.4 million	17.8 million	15.2 million	
3.6 Social Media Activity (Facebook, Twitter, Instagram, WeChat and Weibo followers)	Quarter	4.5 million	5.0 million	5.2 million	
Objective 3 Market Data	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
3.a Visitor Satisfaction Ratings from Visitor Profile Study <i>Source: Destination Analysts FY20 (Funded by non-TOT resources)</i>	Every 3 years or when conducted	N/A	N/A	89%	N/A
3.b Average Length of Stay of Overnight Visitors <i>(Marketing & Planning Resource)</i>	Annual	4.1 nights	3.6 nights	3.5 nights	
3.c Percent of Repeat Visitors from Visitor Profile Study <i>Source: Destination Analysts Preliminary Data from FY20 (Funding by non-TOT resources)</i>	Every 3 years or when conducted	N/A	N/A	73%	N/A

OBJECTIVE 4

Effectively leverage TOT funds with other sources of funds to promote conventions and tourism to maximize the yield from the City’s investment

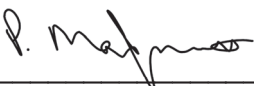
Services and Deliverables Related to Objective 4:

- a. Use best efforts to develop other sources of revenue, such as Memberships, sponsorships, corporate partnerships and advertising sales to support the promotion of tourism in Los Angeles.
- b. Use best efforts in booking the City’s convention facilities to maximize total revenues for the LACC facility with the priority of booking quality business that drives hotel room nights and spending from out-of-town visitors that stimulates the local economy and generates TOT to the City of Los Angeles.

- c. Generate earned media to create awareness and excitement among potential visitors, with an emphasis on driving feature stories in which at least 75% of content is specifically about Los Angeles.
- d. Submit TOT-funded budget for review by CTD Board and inclusion in the Mayor's proposed budget.
- e. Deliver audited financial statements within 120 days after close of fiscal year. *Note: for Fiscal Year 2020-21, LATCB and CTD have agreed to delay the delivery of these statements until February 2021 due to impacts stemming from the pandemic.*
- f. Regularly update CTD staff and commissioners on key performance metrics.
- g. Submit monthly financial reports to CTD on use of TOT vs. non-TOT funds.
- h. Metrics for Objective 4:

Objective 4 Performance Metrics	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
4.1 Percent of Rental Income from Citywides Retained After Discounts <i>Source: LACC Operator</i>	Quarter	18.9%	14.1%	26.0%	
4.2 Non-TOT Funds <i>Note: FY21 is LATCB Budget</i>	Quarter	\$33.1 million	\$34.7 million	\$24.6 million	14.16 million
4.3 Total Paid Advertising Value from multiple funding sources	Annual	\$8.1 million	\$9.6 million	\$2.0 million	
4.4 Earned Media Feature Stories* as Percentage of Total Earned Media <i>*Note –Feature Story is defined as any story where at least 3/4 of the content is about L.A.</i>	Annual	50%	70%	78%	
Objective 4 Market Data	Frequency of Reporting	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Reporting
4.a Rental Income Retained from Citywides <i>Source: LACC Operator</i>	Quarter	\$1,409,891	\$859,820	\$944,972	

CTD Approval _____ Executive Director 11-25-20
Signature Title Date

LATCB Approval  _____ SVP, External Affairs 11-10-2020
Signature Title Date

LATCB Approval  _____ President & CEO 11-10-2020
Signature Title Date

EXHIBIT 1

LATCB FISCAL YEAR 2020-21 RECOVERY STRATEGY

PHASE 1 – STABILIZATION

1. Manage cash flow and expenses to maximize operating capacity
2. Serve as a trusted resource to keep stakeholders up-to-date on key developments
3. Continue group sales efforts to retain bookings and secure future business
4. Leverage social/digital and PR to support the local business community
5. Develop virtual networking opportunities to create industry alignment

PHASE 2 – PREPARATION

1. Identify budget requirements to support future programming in anticipation of recovery
2. Create turn-key solutions to enable Members to quickly ramp up once recovery begins
3. Develop detailed programming timelines and deliverables for all key target audiences
4. Continue to evolve brand positioning to drive competitive differentiation
5. Build communications plan to inform stakeholders of recovery programming and timing

PHASE 3 – RECOVERY

1. Leverage multiple funding sources to increase reach and frequency
2. Remain agile and strategically deploy programming based on market/segment recovery
3. Reevaluate staffing to ensure necessary organizational capacity and expertise
4. Adapt “Everyone is Welcome” campaign to support recovery messaging and programming
5. Execute major PR activations with Members and civic leaders to amplify messaging

EXHIBIT 3
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Los Angeles Tourism and Convention Board

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patti MacJennett, Senior Vice President, Business Affairs

SIGNATURE Patti MacJennett

DATE 4-17-2020

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 70532 EIN/TIN: 95-3165255
Company Name: Los Angeles Tourism & Convention Board
Company Address: 633 West 5th Street, Suite 1800
City: Los Angeles State: CA Zip: 90071
Contact Person: Adam Burke Phone: 213-236-2388 E-mail: aburke@latourism.org
Approximate Number of Employees in the United States: 127
Approximate Number of Employees in the City of Los Angeles: 105

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Adam Burke, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

<u>Adam</u> <i>First name</i>	<u>Burke</u> <i>Last name</i>
----------------------------------	----------------------------------

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Certification

CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Los Angeles Tourism + Convention Board

Phone:

213 236-2360

Address:

633 W. Fifth St., Los Angeles, CA 90071

Email:

pmacjennett@LATourism.org

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date:

4-17-2020

Signature:

Patti MacJennett

Name:

Patti MacJennett

Title:

S.V.P., Business Affairs

Los Angeles Administrative Code § 10.40.1(h)

- (h) **“City Financial Assistance Recipient”** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) **“Public lease or license”**.
- (a) Except as provided in (i)(b), “Public lease or license” means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):
 Los Angeles Tourism & Convention Board (LATCB)

Date Bid Submitted:
 Sole Source

Description of Contract:
 To market Los Angeles and book citywide conventions for the Los Angeles Convention Center

Awarding Authority (Department):
 Convention & Tourism Development Department (CTD)

BIDDER

Name: Los Angeles Tourism & Convention Board

Address: 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

Email (optional): pmacjennett@latourism.org Phone: 213 236 2360

State Contractor I.D.: not applicable

Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Ernest Wooden Jr. Title: President & CEO

Address: 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

Name: Adam Burke Title: COO & CFO

Address: 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

Name: Patti MacJennett Title: SVP, Business Affairs

Address: 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

Name: Carolyn Steffen Title: Vice President, Finance

Address: 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

Name: Alan Rothenberg Title: Chairman, Board of Directors

Address: c/o 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

Name: Darren Green Title: SVP, Sales

Address: 633 W. Fifth Street, 18th Floor, Los Angeles, CA 90071

additional sheets are attached.

Bidder is an individual with no principals.



City Ethics Commission
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City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: SONJIA MURRAY, LLC

Address: 220 BLUFF VIEW DRIVE, GUILFORD, CT 06437

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: MBUY, MEDIAOCEAN

Address: P.O. BOX 28139, NEW YORK, NY 10087-8139

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: BASTARD PRODUCTIONS, LLC

Address: 2415 MICHIGAN AVE., BUILDING H, SUITE G, SANTA MONICA, CA 90404

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: ABOVE + BEYOND FILMS

Address: 12655 W JEFFERSON BLVD, SUITE 04-154, LOS ANGELES, CA 90066

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: LOS ANGELES MAGAZINE LLC

Address: 5750 NEW KING DRIVE, SUITE 100, TROY, MI 48098

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: RANDSTAD US, L.P.

Address: P.O. BOX 894217, LOS ANGELES, CA 90189-4217

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: ADHESIVE PUBLIC RELATIONS PTY LTD

Address: SUITE 3.30, 55 MOUNTAIN STREET, ULTIMO NSW 2007 AUSTRALIA

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: EDELMAN PUBLIC RELATIONS WORLDWIDE CO. LTD

Address: ROOM 01-07 10TH FLOOR, NO. 16 TIANZELU, CHAOYANG DISTRICT, BEIJING 100125 CHINA

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: BDO USA, LLP

Address: BDO USA, LLP P.O. BOX 677973 DALLAS TX 75267-7973

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

2 additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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 (213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: KPR & ASSOCIATES

Address: 173 FAR EAST BUILDING 14F, SEOUL, SOUTH KOREA

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: DESTINATION ANALYSTS

Address: 1304 LOMBARD STREET, SUITE 8, SAN FRANCISCO, CA 94109

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: CREATIVE CIRCLE, LLC

Address: PO BOX 74008799, CHICAGO, IL 60674-8799

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: SYNERGY DIRECT LLC

Address: 4807 ROCKSIDE ROAD, SUITE 370, INDEPENDENCE, OH 44131

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: ALTERNATE ROUTES

Address: 531 MAIN ST. #100, EL SEGUNDO, CA 90245-3060

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: WEBER SHANDWICK, A UNIT OF CMGRP

Address: 4TH FLOOR, WEWORK MAROL, ANDHERI (EAST), MUMBAI, MAHARASHIRA 400059 INDIA

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: CITY EXPLORER TV

Address: 13428 MAXELLA AVE. #226, MARINA DEL REY, CA 90292

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: DRAGON TRAIL INTERACTIVE

Address: SUITE 101, BUILDING 2B, GUI GU LIANG CHENG #1, NONG DA NAN ROAD, BEIJING 100084 CHINA

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: ROMOFF MEDIA

Address: 1804 14TH STREET #9, SANTA MONICA, CA 90404

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

2 additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: PUNCH CANADA INC.
 Address: 179 JOHN STREET, SUITE 101, TORONTO, ONTARIO M5T 1X4 CANADA
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: TRAVEL GUIDE USA, INC.
 Address: 3114 VOSSDALE RD, HOUSTON, TX 77027
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: ARRIVALIST CO.
 Address: ARRIVALIST CO., P.O. BOX 230199, NEW YORK, NY 10023
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: CHAPTER THREE, INC.
 Address: 300 BEALE STREET #101, SAN FRANCISCO, CA 94105
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

2 additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: SONJIA MURRAY Title: PRESIDENT & OWNER
 Address: 220 BLUFF VIEW DRIVE, GUILFORD, CT 06437
 Subcontractor: SONJIA MURRAY, LLC

Name: BILL WISE Title: CEO
 Address: P.O. BOX 28139, NEW YORK, NY 10087-8139
 Subcontractor: MBUY, MEDIAOCEAN

Name: DAVE HOROWITZ Title: PRINCIPAL
 Address: 2415 MICHIGAN AVE., BUILDING H, SUITE G, SANTA MONICA, CA 90404
 Subcontractor: BASTARD PRODUCTIONS, LLC

Name: BETH ARANDA Title: CO-PRESIDENT/OWNER
 Address: 12655 W JEFFERSON BLVD, SUITE 04-154, LOS ANGELES, CA 90066
 Subcontractor: ABOVE + BEYOND FILMS

Name: STEFAN WANCZYK Title: CEO
 Address: 5750 NEW KING DRIVE, SUITE 100, TROY, MI 48098
 Subcontractor: LOS ANGELES MAGAZINE LLC

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: ADHESIVE PUBLIC RELATIONS PTY LTD
 Subcontractor: KPR & ASSOCIATES

3 additional sheets are attached. Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 4-17-2020 Signature: _____
 Name: PATTI MACJENNETT
 Title: SVP, BUSINESS AFFAIRS

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



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Bidder Contributions CEC Form 55

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Name: KAREN FICHUK Title: CEO

Address: P.O. BOX 894217, LOS ANGELES, CA 90189-4217

Subcontractor: RANDSTAD US, L.P.

Name: STEPHEN KEHOE Title: PRESIDENT & CEO, ASIA PACIFIC

Address: ROOM 01-07 10TH FLOOR, NO. 16 TIANZELU, CHAOYANG DISTRICT, BEIJING 100125 CHINA

Subcontractor: EDELMAN PUBLIC RELATIONS WORLDWIDE CO. LTD

Name: WAYNE BERSON Title: CEO

Address: P.O. BOX 677973 DALLAS TX 75267-7973

Subcontractor: BDO USA, LLP

Name: ERIN FRANCIS-CUMMINGS Title: PRESIDENT & CEO

Address: 1304 LOMBARD STREET, SUITE 8, SAN FRANCISCO, CA 94109

Subcontractor: DESTINATION ANALYSTS

Name: DOUG LABUDA Title: PARTNER/CO-OWNER

Address: 4807 ROCKSIDE ROAD, SUITE 370, INDEPENDENCE, OH 44131

Subcontractor: SYNERGY DIRECT LLC

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: CREATIVE CIRCLE, LLC

Subcontractor: CITY EXPLORER TV

3 additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

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Date: 4-17-2020 Signature: _____

Name: PATTI MACJENNETT

Title: SVP, BUSINESS AFFAIRS

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



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Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: LANCE BUSTRUM Title: CEO
 Address: 531 MAIN ST. #100, EL SEGUNDO, CA 90245-3060
 Subcontractor: ALTERNATE ROUTES

Name: VALERIE PINTO Title: CEO, INDIA
 Address: 4TH FLOOR, WEWORK MAROL, ANDHERI (EAST), MUMBAI, MAHARASHIRA 400059 INDIA
 Subcontractor: WEBER SHANDWICK, A UNIT OF CMGRP

Name: GEORGE CAO Title: CEO
 Address: SUITE 101, BUILDING 2B, GUI GU LIANG CHENG #1, NONG DA NAN ROAD, BEIJING 100084 CHINA
 Subcontractor: DRAGON TRAIL INTERACTIVE

Name: EVAN ROMOFF Title: OWNER
 Address: 1804 14TH STREET #9, SANTA MONICA, CA 90404
 Subcontractor: ROMOFF MEDIA

Name: STEWART MACPHEE Title: PRESIDENT & CEO
 Address: 179 JOHN STREET, SUITE 101, TORONTO, ONTARIO M5T 1X4 CANADA
 Subcontractor: PUNCH CANADA INC.

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: TRAVEL GUIDE USA, INC.
 Subcontractor: _____

3 additional sheets are attached. Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 4-17-2020 Signature: _____
 Name: PATTI MACJENNETT
 Title: SVP, BUSINESS AFFAIRS

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: CREE LAWSON Title: CEO
 Address: P.O. BOX 230199, NEW YORK, NY 10023
 Subcontractor: ARRIVALIST CO.

Name: JOHN FABER Title: MANAGING PARTNER
 Address: 300 BEALE STREET #101, SAN FRANCISCO, CA 94105
 Subcontractor: CHAPTER THREE, INC.

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____
 Subcontractor: _____

3 additional sheets are attached. Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 4-17-2020 Signature: _____
 Name: PATTI MACJENNETT
 Title: SVP, BUSINESS AFFAIRS

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

EXHIBIT 2

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Los Angeles Tourism and Convention Board will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

Los Angeles, Los Angeles, California
City/County/State

Date 4-17-2020

Los Angeles Tourism and Convention Board, 633 W. Fifth St, LA, CA
Name of Business Address 90071

Patti MacJennett Patti MacJennett
Signature of Authorized Officer or Representative Print Name

Senior Vice President, Business Affairs 213-236-2360
Title Telephone Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Convention & Tourism Development Department of Los Angeles	Kim Nakashima	213 765 4248
City Department/Division Awarding Contract	City Contact Person	Phone
Services related to promoting Los Angeles as a destination for convention and leisure travel		
City Bid or Contract Number (if applicable) and Project Title		


BIDDER/CONTRACTOR INFORMATION

Los Angeles Tourism & Convention Board			
Bidder/Proposer Business Name			
633 West Fifth Street, 18th Floor	Los Angeles	CA	90071
Street Address	City	State	Zip
Patti MacJennett, Senior Vice-President, Business Affairs	213 236 2360		
Contact Person, Title	Phone		Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 10 / 8 / 2014.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____ / _____ / _____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Patti MacJennett, SVP - Business Affairs	Patti MacJennett - SVP, Business Affairs	 Digitally signed by Patti MacJennett - SVP, Business Affairs Date: 2020.04.24 19:52:08 -07'00'	April 24, 2020
Print Name, Title	Signature		Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 10

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: 08 / 23 / 1977 State of incorporation: California

List the corporation's current officers.

President: Ernest Wooden Jr.

Vice President:

Secretary: Carl Schuster

Treasurer: Carl Schuster

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 43 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

(c) Employment-related litigation brought by an employee?

Yes **No**

14. Does your firm have any outstanding judgements pending against it?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Patti MacJennett, SVP, Business Affairs

Patti MacJennett -
SVP, Business Affairs

Digitally signed by Patti
MacJennett - SVP, Business Affairs
Date: 2020.04.24 19:52:35 -07'00'

04/24/2020

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

PLEASE SEE ATTACHED.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**Current and Prior City of Los Angeles Contracts
Los Angeles Tourism & Convention Board**

Contract #	Name of City Department/Agency	Signing/ Execution Date	Completion Date	Description	Dollar Amount
DA-5245	Los Angeles World Airports	11/12/2017	11/11/2020	Air service marketing, promotional and development consulting services for Los Angeles International Airport	\$6,000,000 *
C-124986	Convention and Tourism Development	11/1/2015	6/30/2020	Services related to promoting Los Angeles as a destination for convention and leisure travel	\$114,511,539 *
E-6974	Harbor (Port of LA, POLA)	7/20/2018	7/19/2019	Promoting the activities and functions on behalf of the participants for the Mayoral Trade Mission - Asia	\$97,000
C-131238	City Council District 15	5/2/2018	6/30/2019	To defray costs associated with planning the National League of Cities 2018 City Summit event	\$50,000
DA-4952	Los Angeles World Airports	11/12/2014	11/11/2017	Air service marketing, promotional and development consulting services for Los Angeles International Airport	\$6,600,000
E-6841	Harbor (Port of LA, POLA)	5/6/2016	5/5/2017	Promoting the activities and functions on behalf of the participants for the Mayoral Trade Mission - Tripartite	\$28,872
C-122454	Public Works, Sanitation	6/27/2013	6/26/2016	Memorandum of understanding between the City of Los Angeles Bureau of Sanitation, Los Angeles Tourism and Convention Board, and Green Seal, Incorporated, for the continued implementation of the Los Angeles Green Lodging Program which is part of the Los Angeles Green Business Certification Program	N/A
DA-4663	Los Angeles World Airports	11/12/2011	11/11/2014	Air service marketing, promotional and development consulting services for Los Angeles International Airport	\$7,428,000
C-119053	CAO	6/28/2011	6/30/2014	Services related to promoting Los Angeles as a destination for convention and leisure travel	\$46,442,115
LAA-8357	Los Angeles World Airports	7/5/2006	6/30/2011	Air service marketing, promotional and development consulting services for Los Angeles International Airport	\$18,000,000
C-109942	CAO	6/22/2006	6/30/2009	Services related to promoting Los Angeles as a destination for convention and leisure travel	\$51,425,000

*Estimated since contract not yet completed at time of submission

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, Adam Burke am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>70532</u> BAVN Company Id	<u>95-3165255</u> EIN/TIN		
<u>Los Angeles Tourism & Convention Board</u> Company Name			
<u>633 West 5th Street, Suite 1800</u> Street Address	<u>Los Angeles</u> City	<u>CA</u> State	<u>90071</u> Zip
<u>213-236-2388</u> Phone	<u>aburke@latourism.org</u> Email		

3. The company came into existence in 1975 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Adam Burke, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Adam Burke

Signature

19 April, 2020

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
Los Angeles Tourism + Convention Board		
By (Authorized Signature)		
Patti MacSennett		
Print Name and Title of Person Signing		
Patti MacSennett, Sr. Vice President, Business Affairs		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

ENCLOSURE B

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Los Angeles Tourism & Convention Board

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
633 West 5th Street, Suite 1800

6 City, state, and ZIP code
Los Angeles, CA 90071

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

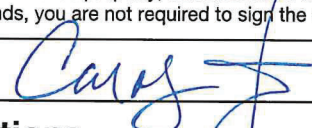
Employer identification number								
9	5	-	3	1	6	5	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2/20/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket



CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket

Contact	Phone #	Date Submitted	Activity to Contract	Est. Start Date	Est. Length of Contract	Contract No.
Convention Center						
Kim Nakashima	(213)765-4248	1/9/2020	Sole Source - Los Angeles Tourism and Convention Board (LATCB). The Los Angeles Department of Convention and Tourism Development (CTD) is desirous of obtaining an expert firm to market the City of Los Angeles as a local, national and international convention, meetings and leisure travel destination. The City has contracted with LATCB since 1976. LATCB is uniquely qualified for this contract by virtue of its established partnerships and offices worldwide and its TMD contract with the City.	July 1, 2020	10 years	*
Tigran Avetisyan	(213)765-4244	1/24/2020	Received: 01/09/2020 Sole Source - Community Partners (\$0) - The Department of Convention and Tourism Development (CTD) is granting Community Partners permission to use certain space in the Venice Garage at the Los Angeles Convention Center to implement the Safe Parking LA Program.	January 31, 2020	6 months	*
Total Entries by Department: 2						
Cultural Affairs						
Jasmine Regala	(213)202-5544	1/23/2020	The festival producer pre-qualified through DCA's 2020 RFQ and subsequently awarded "Contract 14" will be responsible for festival development/production, coordination with diverse community partners, and oversight of event planning, logistics, and implementation.	tbd (2020-23)	1-3 years	*
			Received: 01/23/2020			

*Not provided by department.

Required Insurance and Minimum Limits

Name: Los Angeles Tourism and Convention Board (LATCB)

Date: 03/02/2020

Agreement/Reference: 2020 Agreement between L.A. City Department of Convention and Tourism Development (CTD) and LATCB for marketing and tourism services for the City and booking services for CTD.

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 \$5,000,000 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: Donna Jean Irving @ L.A. Dept of Convention and Tourism Development (CTD) (213-765-4240)
on March 2, 2020.

Contractor must agree to submit their insurance on the City's designated site for insurance compliance and tracking, KwikComply: <https://kwikcomply.org/> ; AND to resubmit insurance certificates throughout contract term; AND per the instructions in the guide on the following site:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf (attached)

Cert ID	Company Name	General Liability	Automobile	Umbrella	Workers Comp	Others	Certificates and Other Documents
3012859	Los Angeles Tourism & Conventi... Board	<u>Certificate Approval #</u> 3012859 <u>Policy #</u> 72 UUN <u>HC3303</u> <u>Effective Date</u> 11/01/2020 <u>Expiration Date</u> 06/30/2021	<u>Certificate Approval #</u> 3012859 <u>Policy #</u> 72 UUN <u>HC3303</u> <u>Effective Date</u> 11/01/2020 <u>Expiration Date</u> 06/30/2021	<u>Certificate Approval #</u> 3012859 <u>Policy #</u> 72 RHU <u>HC2942</u> <u>Effective Date</u> 11/01/2020 <u>Expiration Date</u> 06/30/2021	<u>Certificate Approval #</u> 3012859 <u>Policy #</u> 72 WB <u>AB8S71</u> <u>Effective Date</u> 11/01/2020 <u>Expiration Date</u> 06/30/2021		<div style="border: 1px solid black; padding: 5px; text-align: center;">Click Here</div>

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Los Angeles Tourism & Convention Board

I. Corporate or Main Office Address

633 W. Fifth Street, 18th floor

Los Angeles, CA 90071

II. Total Number of Employees in Organization: 49

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

18 and 36.7 %

Los Angeles Tourism & Convention Board

Company Information

ID 70532
Name: Los Angeles Tourism & Convention Board
Address: 633 West 5th Street, Suite 1800
Los Angeles, CA 90071

Compliance Documents

[View Current Documents](#)

[View Expired Documents](#)

Company Compliance Documents	Status	Uploaded/Submitted By	Uploaded/Submitted	Expired
Disclosure Ordinance (Indefinite Application)	Verified	Adam Burke	04/19/20	
Equal Benefits / First Source Hiring Ordinance (3 Year Application)	Verified	Adam Burke	10/12/18	10/12/21

MOA Participation and Emergency Vendor Contact Document

No Document Found



Donna Jean Irving <donna.irving@lacity.org>

Re: LATCB CRO for Review

1 message

CRO Help <CRO_help@lacity.org>

Mon, Apr 27, 2020 at 9:07 AM

To: Donna Jean Irving <donna.irving@lacity.org>

Cc: Kim Nakashima <kim.nakashima@lacity.org>, Tigran Avetisyan <tigran.avetisyan@lacity.org>

Hello Donna,

Thank you. We are in receipt of the CROQ from Los Angeles Tourism and Convention Board.

Best,
Edna Du

On Sun, Apr 26, 2020 at 10:53 AM Donna Jean Irving <donna.irving@lacity.org> wrote:

CTD is entering into a new contract with Los Angeles Tourism and Convention Bureau on behalf of the City. Their current contract, C-123986, expires June 30, 2020.

Attached, for your review, is the CRO for the new 10-year contract that will be executed on July 1, 2020.

Please contact me for any further information.

Donna Jean Irving

Management Analyst

Department of **Convention and Tourism Development (CTD)**

(213) 765-4240

<http://ctd.lacity.org/>

Census.lacity.org

Be Informed. Be Involved. Be Counted.