

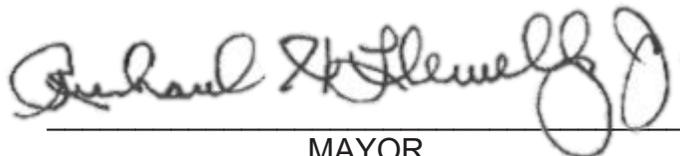
0150-10916-0004

TRANSMITTAL

TO The Council	DATE 11/09/21	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT 7

**Memorandum of Understanding (MOU) with
Discovery Cube Los Angeles to Develop, Promote, and Assist with
Bureau of Sanitation Environmental Events and Programs**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR

(Rich Llewellyn for)

MWS:KAH:05220047

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

To: Mayor	Date: 11-02-21	C.D. No. 7	CAO File No.: 0150-10916-0004
Contracting Department/Bureau: Department of Public Works, Bureau of Sanitation		Contact: Niesha Louis (310) 648-5026	
Reference: Transmittal from the Board of Public Works dated October 22, 2021 and referred for report by the Mayor on October 22, 2021.			
Purpose of Contract: Authority to execute the MOU No. 2 between the City of Los Angeles Department of Public Works, Bureau of Sanitation and the Discovery Cube for operational support and developing, promoting, and assisting with the Bureau of Sanitation's environmental events and programs.			
Type of Contract: (x) New contract () Amendment		Contract Term Dates: MOU 1: April 19, 2017 to April 19, 2020. Amendment No. 1: Fifteen week extension to July 31, 2020. MOU 2: July 1, 2021 to June 30, 2024	
Contract/Amendment Amount: \$1.8 million Proposed amount \$ 1.8 million + Prior award(s) \$ 0 million = Total \$ 1.8 million			
Source of funds: Fund No. 100. Department No. 56, Account No. 000940			
Name of Contractor: Discovery Cube Los Angeles			
Address: 11800 Foothill Boulevard, Los Angeles, CA 91342			
	Ye s	No	N/ A
			Contractor has complied with:
1. Council has approved the purpose	X		8. Business Inclusion Program
2. Appropriated funds are available	X		9. Equal Benefits & First Source Hiring Ordinances
3. Charter Section 1022 findings completed	X		10. Contractor Responsibility Ordinance
4. Proposals have been requested		X	11. Disclosure Ordinances
5. Risk Management review completed	X		12. Bidder Certification CEC Form 50
6. Standard Provisions for City Contracts included	X		13. Prohibited Contributors (Bidders) CEC Form 55
7. Workforce that resides in the City: 100%			14. California Iran Contracting Act of 2010
	Ye s	No	N/ A
			X

RECOMMENDATION

That the Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Second Memorandum of Understanding (MOU No. 2) with the Discovery Cube Los Angeles for operational support and to develop, promote, and assist with the City of Los Angeles, Bureau of Sanitation's environmental events and programs.

SUMMARY

In accordance with Executive Directive No. 3, the Board of Public Works, on behalf of the Bureau of Sanitation (LASAN), is requesting authority to execute the Second Memorandum of Understanding (MOU No. 2) with the Discovery Cube Los Angeles (DCLA) to develop, promote, and assist with LASAN's educational events and programs for a term of three (3) years at a cost not to exceed \$1.8 million. In accordance with Los Angeles Administrative Code Section 10.5(b), Council approval is required to execute MOU No. 2 as the obligation period, calculated from the date of the execution of the initial MOU, exceeds three (3) years.

DCLA is a non-profit organization that focuses its work around the core initiatives of environmental stewardship, science, technology, engineering, and math (STEM) education, early learning and healthy living. LASAN and DCLA have partnered on projects in the past based on a mutual interest in supporting

<p>Kristine A. Harutyunyan</p> <p>KAH Analyst 05220047</p>	 City Administrative Officer
--	--

LASAN's public outreach programs to local students by promoting environmental awareness and stewardship. In accordance with the provisions of Charter Section 1022, the Personnel Department provided a determination that City employees do not have the necessary expertise to perform the services that were proposed for the original MOU terms, and the CAO subsequently determined that competitive bidding would be impractical or disadvantageous based on the unique services provided by DCLA. The original 1022 determination is still applicable to the MOU No. 2, as none of the service terms have changed from the time of the original determination. The MOU also received an exemption from the Mayor's Office from the Business Inclusion Program (BIP) requirements due to a lack of subcontracting opportunities. DCLA has complied with all remaining City contracting requirements.

TERMS

As part of the 2021-22 budget deliberations, Council authorized funding totaling \$1.8 million (C.F. 21-0600) to fund eligible operational costs incurred by DCLA. The \$1.8 million has been appropriated within the General City Purposes Fund, with contributions from the following funding sources: General Fund (\$900,000), the Solid Waste Resources Revenue Fund (\$450,000), and the Sewer Operations & Maintenance Fund (\$450,000).

The substantive terms of the proposed MOU No. 2 between LASAN and DCLA include: 1) Compensation of up to \$1.8 million for the performance term of July 1, 2021 through June 30, 2022; 2) A three (3) year term expiring June 30, 2024, with any additional compensation that may be authorized in future years to be added to this agreement through subsequent amendments; 3) Proposed scope of work that includes general operations and maintenance expenses as eligible costs to be offset by the \$900,000 in General Fund monies, and additional eligible scope to receive compensation of up to \$900,000 in LASAN funding; and, 4) Cash advance provisions to allow the DCLA to obtain funding advances that will be subject to final documentation of allowable costs to be provided in advance of the second disbursement, with all final documentation to be provided as follows:

- First disbursement of \$1,350,000 from July 1, 2021 to December 31, 2021
- Second disbursement of \$450,000 from January 1, 2022 to June 30, 2022

FISCAL IMPACT STATEMENT

There is no additional impact on the General Fund. As part of the City's 2021-22 Adopted Budget, funding of \$900,000 was provided in the General City Purposes Fund to offset DCLA's operational costs. An additional contribution of \$900,000 was provided by LASAN from the Sewer Operations & Maintenance Fund (\$450,000) and the Solid Waste Resources Revenue Fund (\$450,000), which has already been appropriated within the General City Purposes Fund.

FINANCIAL POLICIES STATEMENT

The actions recommended in this report comply with the City's Financial Policies.

Attachments

BOARD OF PUBLIC WORKS
MEMBERS

GREG GOOD
PRESIDENT

AURA GARCIA
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

M. TERESA VILLEGAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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

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

<http://bpw.lacity.org>

October 22, 2021

BPW-2021-0750

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

MEMORANDUM OF UNDERSTANDING - THE DISCOVERY CUBE LOS ANGELES

As recommended in the accompanying report from the Director of the Bureau of Sanitation and the City Administrative Officer, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor:

1. APPROVE to execute the proposed Second Memorandum of Understanding (MOU) between the City of Los Angeles Department of Public Works, Bureau of Sanitation and the Discovery Cube Los Angeles for operational support and to develop, promote, and assist with the City of Los Angeles, Bureau of Sanitation environmental events and programs. The term of this MOU No. 2 will be three (3) years expiring on June 30, 2024, with a maximum compensation of \$1.8 million for the performance term of July 1, 2021 to June 30, 2022, with any additional compensation that may be provided in future years to be authorized through subsequent amendments; and
2. AUTHORIZE the President or two members of the Board of Public Works to execute the MOU upon approval of the Mayor and City Council.

Sincerely,

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

FC:lc



DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION

CITY ADMINISTRATIVE OFFICER
MUNICIPAL FACILITIES

JOINT BOARD REPORT
October 22, 2021

CD: 7

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

OCT 22 2021
AND REFERRED TO THE MAYOR

Executive Officer
Board of Public Works

AUTHORITY TO EXECUTE THE SECOND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, BUREAU OF SANITATION AND THE DISCOVERY CUBE LOS ANGELES FOR OPERATIONAL SUPPORT AND DEVELOPING, PROMOTING, AND ASSISTING WITH LA SANITATION EVENTS AND PROGRAMS

RECOMMENDATIONS

1. That the Board of Public Works (Board) approve and forward this report, with transmittal to the Mayor's Office for approval to execute the proposed Second Memorandum of Understanding (MOU No. 2) between the City of Los Angeles Department of Public Works, Bureau of Sanitation (LASAN) and the Discovery Cube Los Angeles (DCLA) for operational support and to develop, promote, and assist with the City of Los Angeles, Bureau of Sanitation (LASAN) environmental events and programs. The term of this MOU No. 2 will be three (3) years expiring on June 30, 2024, with a maximum compensation of \$1.8 million for the performance term of July 1, 2021 to June 30, 2022, with any additional compensation that may be provided in future years to be authorized through subsequent amendments.
2. Upon the Mayor's authorization, the President or two members of the Board will execute the MOU.

TRANSMITTALS

1. Copy of the proposed MOU No. 2 between LASAN and DCLA.
2. Copy of the original MOU between LASAN and DCLA and Amendment 1.

FISCAL IMPACT

There is no additional impact on the General Fund. As part of the City's 2021-22 Adopted Budget, funding of \$900,000 was provided in the General City Purposes to offset DCLA operational costs. An additional contribution of \$900,000 is provided by LASAN from the Sewer Operations and Maintenance Fund (\$450,000) and the Solid Waste Resources Revenue Fund (\$450,000), which has been appropriated within the General City Purposes Fund.

DISCUSSION

Background

The DCLA is a 501(c)(3) non-profit organization that focuses its work around the core initiatives of environmental stewardship, science, technology, engineering and math (STEM) education, early learning and healthy living. LASAN and DCLA have partnered on several projects in the past based on a mutual interest in supporting the Bureau's public outreach programs to local students by promoting environmental awareness and stewardship. Based on the unique programs and special services offered by DCLA and the temporary duration of City funded services, a determination was made to execute the original MOU on a sole source basis, in accordance with the provisions of City Charter Section 371 that competitive bidding would be impractical or disadvantageous.

On March 17, 2017, the Board of Public Works authorized the execution of a Memorandum of Understanding (MOU) between LASAN and DCLA, for an original three-year term and compensation of up to \$3 million. Subsequent to the original MOU, an amendment was executed to extend the term of the MOU by fifteen weeks to expire on July 31, 2020 and increase the MOU amount by \$1.8 million, for a revised cost ceiling of \$4.8 million.

The term of the original MOU has lapsed, and a second MOU is necessary for DCLA to continue providing services to LASAN.

Proposed Terms

The proposed MOU No. 2 between LASAN and DCLA will have a three-year term beginning July 1, 2021 through June 30, 2024 and a cost ceiling of \$1.8 million. The proposed scope of work includes:

- Development of curriculum and provision of training for staff at the Bureau of Sanitation Environmental Learning Centers;
- Provision of teacher professional development workshops in partnership with the Los Angeles Unified School District;
- Development of educational programs for children to promote interest in career fields within the Bureau and the environmental stewardship industry;
- Host household hazardous waste collection events and environmental fairs to educate adults and children on environmental stewardship;
- Provision of advertising and outreach for Bureau events and initiatives, including Earth Day; and,
- The provision of other services as mutually agreed between DCLA and the City.

As part of the 2021-22 budget deliberations, Council authorized funding totaling \$1.8 million (C.F. 21-0600) to fund eligible services and operational costs incurred by DCLA. Funding is available within the General City Purposes Fund with the following funding sources: General Fund (\$900,000), the Solid Waste Resources Revenue Fund (SWRRF, \$450,000), and the Sewer Operations and Maintenance Fund (SCM, \$450,000). DCLA may only offset general operations and maintenance expenditures up to the amount provided by the General Fund.

Similar to the original MOU, the proposed MOU No. 2 includes a cash advance provision to allow the DCLA to obtain funding advances that will be subject to final documentation of allowable costs to be provided in advance of the second disbursement, with all final documentation to be provided within the performance term, with additional details provided in the table below:

Cash Advance Schedule: July 1, 2021 – June 30, 2022		
1st Disbursement (7/1/21 – 12/31/21)	2nd Disbursement (1/1/22 – 6/30/22)	TOTAL
\$1,350,000	\$450,000	\$1,800,000

The Office of the City Administrative Officer will continue to serve as the administrator of the MOU, to authorize the disbursement of funds and approval of final invoice documentation in order.

Respectfully Submitted:



 YOLANDA CHAVEZ

Office of the City Administrative Officer

Date: October 15, 2021

**SECOND
MEMORANDUM OF
UNDERSTANDING**

**BETWEEN THE
CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
AND THE
DISCOVERY CUBE LOS ANGELES**

**FOR
DEVELOPING, PROMOTING, AND
ASSISTING WITH LA SANITATION
EVENTS AND PROGRAMS**

Table of Contents

ARTICLE 1 - SECTION HEADINGS 2

ARTICLE 2 - THE MOU 2

Section 2.1 Scope of the MOU 2

Section 2.2 Standard Provisions 3

Section 2.3 Terms of the MOU 3

Section 2.4 Representatives of the Parties of this MOU..... 3

ARTICLE 3 - BILLING AND PAYMENT 4

ARTICLE 4 - MODIFICATIONS..... 5

ARTICLE 5 - INDEMNIFICATION 5

ARTICLE 6 - INSURANCE 5

ARTICLE 7 - NON-PERFORMANCE..... 5

ARTICLE 8 - SEVERABILITY 6

ARTICLE 9 - TERMINATION 6

ARTICLE 10- ENTIRE MEMORANDUM OF UNDERSTANDING 6

ARTICLE 11 – RATIFICATION.....6

EXHIBITS

EXHIBIT A	INSURANCE REQUIREMENTS
EXHIBIT B	BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT C	LA RESIDENCE INFORMATION
EXHIBIT D	NON-COLLUSION AFFIDAVIT
EXHIBIT E	CONTRACT HISTORY
EXHIBIT F	MUNICIPAL LOBBYING ORDINANCE (CEC FORM 50)
EXHIBIT G	CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS (CEC FORM 55)
EXHIBIT H	IRAN CONTRACTING ACT OF 2010
EXHIBIT I	CONTRACTOR RESPONSIBILITY ORDINANCE
EXHIBIT J	NON DISCRIMINATION• EQUAL EMPLOYMENT PRACTICES
EXHIBIT K	EQUAL BENEFITS ORDINANCE
EXHIBIT L	FIRST SOURCE HIRING ORDINANCE

SECOND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF SANITATION AND THE DISCOVERY CUBE LOS ANGELES FOR DEVELOPING, PROMOTING, AND ASSISTING WITH LA SANITATION EVENTS AND PROGRAMS

This Second Memorandum of Understanding (MOU) is made and entered into by and between the City of Los Angeles, Bureau of Sanitation, hereinafter referred to as LASAN, and Discovery Cube Los Angeles, hereinafter referred to as DCLA, is set forth as follows:

RECITALS

WHEREAS, LASAN has the mission of protecting public health and the environment; and

WHEREAS, DCLA is a 501 (c) (3) non-profit organization that focuses its work around the core initiatives of environmental stewardship, science, technology, engineering and math (STEM) education, early learning and healthy living; and

WHEREAS, LASAN and DCLA have a shared interest in inspiring students to become environmental stewards with a greater awareness of LASAN’s environmental programs; and

WHEREAS, LASAN and DCLA have partnered on projects in the past and are mutually interested in expanding this partnership; and

WHEREAS, DCLA will provide a unique program with special services for a temporary duration, for which competitive bidding would be impractical or disadvantageous, thus per Los Angeles City Charter section 371(e) (2), this agreement is exempt from competitive bidding;

NOW, THEREFORE, in consideration of the mutual benefits and promises made herein, LASAN and DCLA do hereby agree as follows:

ARTICLE 1 - SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of this MEMORANDUM OF UNDERSTANDING.

ARTICLE 2 - THE MOU

Section 2.1 Scope of the MOU

DCLA may be requested to provide any of the following services:

- A. Developing curriculum and training materials and providing training to LASAN staff for LASAN’s Environmental Learning Center (ELC), Lopez Canyon Environmental Center, and/or any other LASAN facility or program.

- B. Developing curriculum and learning programs based on Next Generation Science Standards (NGSS) for teacher professional development in partnership with the Los Angeles Unified School District (LAUSD).
- C. Hosting events such as environmental fairs or household hazardous waste collection events.
- D. Providing advertising and outreach for LASAN events and initiatives.
- E. Including the provision of other services mutually agreed between DCLA and LASAN as part of a supplemental service schedule.

Work will be assigned through the issuance of task directives, which will be negotiated by both parties and signed by the representatives listed in Section 2.4. All work product shall be the property of LASAN unless specifically shared with DCLA.

The DCLA may request reimbursement for general operations and maintenance costs limited to the General Fund contribution of \$900,000.

Section 2.2 Standard Provisions

DCLA agrees to comply with the provisions outlined in the City of Los Angeles's (the City) "Standard Provisions for City Contracts", which are incorporated herein by reference. DCLA is responsible for completing and submitting all documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;
2. Standard Provisions for City Contracts (Rev. 10/21) [v.4].

Section 2.3 Terms of the MOU

This MOU will have a term beginning July 1, 2021 and effective upon execution by the authorized representatives of LASAN and the DCLA. The MOU will be limited to \$1.8 million, along with any additional compensation subsequently awarded under this agreement through future amendments, and will expire on June 30, 2024 unless extended by mutual written agreement by both parties.

Section 2.4 Representatives of the Parties of this MOU

The representatives of the respective parties are authorized to administer this MOU, and to whom formal notices, demands, requests and communications shall be given are as follows:

For LASAN:

Lisa B. Mowery, Chief Financial Officer
LA Sanitation
1149 S. Broadway, 9th Floor
Los Angeles, CA 90015
(213) 485-2210

For DCLA:

Joe Adams, Chief Executive Officer
Discovery Science Center of Orange County
Discovery Cube Los Angeles
11800 Foothill Blvd.
Los Angeles, CA 91342
(714) 913-5006

ARTICLE 3 - BILLING AND PAYMENT

- A. LASAN and DCLA will negotiate the scope of work, maximum payment and payment schedule for each project.
- B. DCLA shall submit a formal quote for each project. The formal quote shall include the scope of work, project delivery schedule and payment schedule. The LASAN representative shall sign-off on the approved quote and return it to DCLA.
- C. DCLA shall submit invoices, along with progress reports and detailed breakdowns of material cost and labor, including rates, to the Office of the City Administrative Officer for approval.
- D. The City may unilaterally withhold or reduce the payments to DCLA if DCLA fails to comply with the provisions of this MOU.
- E. DCLA shall submit requests for advance payments, in the amounts for the corresponding disbursements reflected in the chart below, along with documentation of proof of payment for allowable expenses on a semi-annual basis in the following amounts:

Fund	1st Disbursement (75% of Funding)	2nd Disbursement (Remaining 25% of Funding)	Total Funding
General Fund	\$ 900,000	\$ -	\$ 900,000
Solid Waste Resources Revenue Fund	225,000	225,000	450,000
Sewer Operations and Maintenance Fund	225,000	225,000	450,000
TOTAL	\$ 1,350,000	\$ 450,000	\$ 1,800,000

ARTICLE 4 – MODIFICATIONS

- A. Except as otherwise provided herein, this MOU may be altered, modified or amended only in writing, and executed by the parties hereto.
- B. This MOU contains the full and complete agreement between LASAN and DCLA. No verbal agreement or conversation with any officer or employee of the parties shall affect or modify any of the terms and conditions of the MOU.

ARTICLE 5 - INDEMNIFICATION

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

ARTICLE 6 - INSURANCE

During the term of this MOU and without limiting DCLA's indemnification of the City, DCLA shall provide and maintain at its own expense during the term of this MOU a program of insurance having the coverage and limits customarily carried and actually arranged by DCLA but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT A hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT A, and which can also be found at the City Administrative Officer website: https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, in the form Instructions and Information on Complying with City Insurance Requirements, rev 05/18, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. DCLA shall comply with all insurance Contractual Requirements shown on EXHIBIT A hereto.

ARTICLE 7 - NON-PERFORMANCE

In the event either Party has not carried out its obligations under any aspect of this MOU, the non-defaulting Party shall give notice in writing to the other party of the non-performance. The written notification shall outline acceptable options for correction of the non-performance issue. If the default is not remedied within 10 business days, or an alternative timetable mutually agreed to in writing by both parties, then the non-defaulting party may exercise its remedies under

applicable laws.

ARTICLE 8 - SEVERABILITY

Should any portion of this MOU be determined to be void or unenforceable, such shall be severed from the whole and the MOU will continue as modified.

ARTICLE 9 - TERMINATION

LASAN shall have the right to terminate this agreement, with or without cause, upon 30 days written notice to DCLA. DCLA shall have the right to terminate this agreement with cause, upon 30 days written notice to LASAN. However, within 30 days of receiving written notice of termination, both parties are obligated to work together to develop a written "Termination Plan" acceptable to the non-terminating party. This Termination Plan shall establish a reasonable and cost-effective manner for fulfilling any programs already booked by DCLA. Both parties agree to cooperate to develop and implement the Termination Plan in a manner that preserves the quality of the program and the reputation of the parties.

ARTICLE 10 - ENTIRE MEMORANDUM OF UNDERSTANDING

This MOU contains all of the agreements, representations, and understandings of the parties hereto and supersedes any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as herein before provided.

ARTICLE 11 - RATIFICATION

Due to the need for DCLA to provide services upon the commencement of the Term. DCLA may have provided services prior to the execution of this MOU. To the extent that said services were performed in accordance with the terms and conditions of this MOU, those services are hereby accepted by the City and shall be treated as services performed under the terms and conditions of this MOU.

IN WITNESS WHEREOF, the parties each herewith subscribe the same in triplicate, and their AGREEMENT is executed by the City of Los Angeles, acting by and through the Board of Public Works and by the Chief Executive Officer of the Discovery Cube Los Angeles.

CITY OF LOS ANGELES

Commissioner, Board of Public Works

Date: _____

Approved as to Form:

Michael N. Feuer
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

DISCOVERY CUBE LOS ANGELES

Joe Adams
President, Discovery Cube Los Angeles

Date: _____

ATTEST:

Holly Wolcott
Los Angeles City Clerk

Date: _____

Commissioner, Board of Public Works

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

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

Blanket



CITY OF LOS ANGELES

Office of Finance - LATAX Report

ACCOUNT NUMBER

0002649572

LEGAL NAME

DISCOVERY SCIENCE CENTER OF LOS ANGELES

TAX STATUS

CLEAR

<u>LOCATION</u>	<u>DBA NAME</u>	<u>LOCATION ADDRESS</u>	<u>STARTED AT LOCATION</u>	<u>END DATE</u>	<u>IN CITY</u>	<u>COUNCIL</u>	<u>EMP ZONE</u>
0001		11800 FOOTHILL BLVD SYLMAR CA 91342-7165	12/20/2012		Y	Council District 7	None

<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>
LGR2	GrossReceiptFund/ Class2 Ord 183419	01/01/2015

[Back](#)[New Search](#)

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 headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Discovery Cube Los Angeles

I. Corporate or Main Office Address:

11800 Foothill Blvd

Sylmar , CA 91342

818 -686 -2823

I. Total Number of Employees in Organization: 24

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

24 and 100 %

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Lloyd Joseph Adams, depose and say that I am

Chief Executive Officer, of, Discovery Cube Los Angeles
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this Statement of Qualifications proposal to the City of Los Angeles, Department of Public Works Bureau of Engineering, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: October 20, 2021 at Santa Ana, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.


(Signature)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

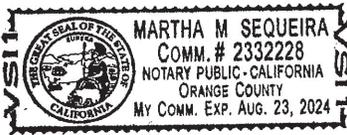
County of Orange

Subscribed and sworn to (or affirmed) before me on this 20th day of October, 2021, by
Date Month Year

(1) Lloyd Joseph Adams

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature M Sequeira
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

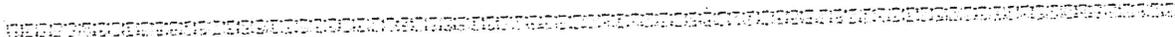
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON-COLLUSION AFFIDAVIT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Discovery Cube Los Angeles

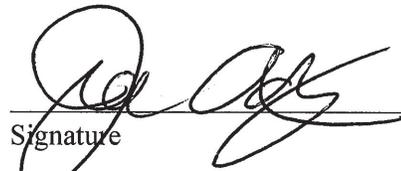
Name of Organization

Joe Adams

Print Name

10/18/2021

Date

A handwritten signature in black ink, appearing to read 'Joe Adams', written over a horizontal line.

Signature

Chief Executive Officer

Title



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

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

Name of Bidder:

Discovery Cube Los Angeles

Phone:

818 686 2823

Address:

19800 Foothill blvd , Sylmar , CA 91342

Email:

jadams@discoverycube.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); 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(l):
 - 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 § 10.37.1(l)(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.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 10/18/2021

Signature: 

Name: Joe Adams

Title: Chief Executive Officer

Los Angeles Administrative Code § 10.40.1

- (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

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(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.



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders)

Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):	Date Bid Submitted:
--	----------------------------

Description of Contract (title of RFP and services to be provided):
 Developing, Promoting, and Assisting with LA Sanitation Events and Programs

City Department Awarding the Contract:
 City of Los Angeles Department of Public Works Bureau of Sanitation

BIDDER INFORMATION

Name: Joe Adams

Address: 11800 Foothill Blvd , Sylmar ,CA 91432

Email: jadams@discoverycube.org Phone: 818 686 2823

SCHEDULE SUMMARY

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** (check one)
 - The bidder is the individual listed above and has no other principals (Schedule A is not required).
 - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. **SCHEDULE B — Subcontractors and Their Principals** (check one)
 - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
 - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** _____

BIDDER'S 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 certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 10/18/2021 Signature: 

Name: Joe Adams

Title: Chief Executive Officer



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's 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.

Check this box if additional Schedule A pages are attached.

Name: Pedram Salimpour Title: Board Chair

Address: 11800 Foothill Blvd , Sylmar CA 91342

Name: Kellee Preston Title: Chief Operating Officer

Address: 11800 Foothill Blvd , Sylmar CA 91342

Name: _____ Title: _____

Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (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.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

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.

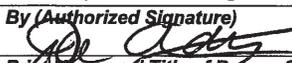
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

Vendor Name/Financial Institution (printed) Discovery Cube Los Angeles		BTRC (or n/a) N/A
By (Authorized Signature) 		
Print Name and Title of Person Signing Joe Adams, Chief Executive Officer		
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)

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

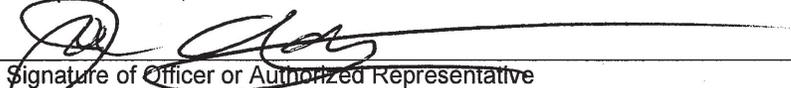
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Discovery Cube Los Angeles, 11800 Foothill Blvd, Sylmar, CA 91342. 818 686 2823

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

10/18/2021

Date

Joe Adams, Chief Executive Officer

Print Name and Title of Officer or Authorized Representative

Department of Public Works, Bureau of Sanitation

Awarding City Department

Contract Number

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Discovery Science Center - LA
COMPANY NAME

11800 Foothill Blvd
ADDRESS

Los Angeles, CA. 91342
CITY, COUNTY, STATE, ZIP


AUTHORIZED SIGNATURE

Vice Chairman / CFO
NAME AND TITLE (TYPE OR PRINT)

mmcgee@discovery.com
TELEPHONE/E-MAIL

714-913-5009

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.ecoe@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: 60456 EIN/TIN: 45-5191270
 Company Name: Discovery Science Center of Los Angeles
 Company Address: 11800 Foothill Blvd
 City: Los Angeles State: CA Zip: 91342
 Contact Person: Jeff Horst Phone: 714-913-5009 E-mail: jhorst@discoverycube.org
 Approximate Number of Employees in the United States: 280
 Approximate Number of Employees in the City of Los Angeles: 80

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:

1. 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
2. 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
3. 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, Jeff Horst, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jeff

First name

Horst

Last name

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.

BAVN-EBO/FSHO (02/2017)

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

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 Community 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 am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. 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 with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Discovery Science Center - LA will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 6th day of February, in the year 2013, at Santa Ana, CA.

Signature: [Handwritten Signature]

Name of Signatory (Please Print): Mike McGee

Title: Vice Chairman / CFO

BAVN ID No.: C00456

Mailing Address: 2520 N. Main St.

City, State, Zip Code: Santa Ana, CA. 92705

EIN/TIN: 45-5141270

E-Mail: mmcgee@discoverycube.org

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23 Insurance 9

PSC-24 Best Terms..... 9

PSC-25 Warranty and Responsibility of Contractor 10

PSC-26 Mandatory Provisions Pertaining to Non-Discrimination in Employment..... 10

PSC-27 Child Support Assignment Orders..... 10

PSC-28 Living Wage Ordinance 11

PSC-29 Service Contractor Worker Retention Ordinance 11

PSC-30 Access and Accommodations 11

PSC-31 Contractor Responsibility Ordinance..... 12

PSC-32 Business Inclusion Program..... 12

PSC-33 Slavery Disclosure Ordinance 12

PSC-34 First Source Hiring Ordinance..... 12

PSC-35 Local Business Preference Ordinance 12

PSC-36 Iran Contracting Act 12

PSC-37 Restrictions on Campaign Contributions in City Elections..... 12

PSC-38 Contractors’ Use of Criminal History for Consideration of Employment Applications 13

PSC-39 Limitation of City’s Obligation to Make Payment to Contractor..... 13

PSC-40 Compliance with Identity Theft Laws and Payment Card Data Security Standards 14

PSC-41 Compliance with California Public Resources Code Section 5164..... 14

PSC-42 Possessory Interests Tax..... 14

PSC-43 Confidentiality..... 15

PSC-44 COVID-19 15

Exhibit 1 Insurance Contractual Requirements..... 16

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.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability** _____

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) _____

____ **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 _____

____ **Crime Insurance** _____

Other: _____

0150-10916-0001

TRANSMITTAL

TO The Council	DATE 09/23/19	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 7	

**Amendment No. 1 to Memorandum of Understanding with
Discovery Cube Los Angeles to Develop, Promote, and Assist with
Bureau of Sanitation Environmental Events and Programs**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



(Ana Guerrero for)

MAYOR

RHL:JMS:05200049

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

To: Mayor	Date: 19-19	C.D. No. 7	CAO File No.: 0150-10916-0001				
Contracting Department/Bureau: Department of Public Works, Bureau of Sanitation		Contact: Niesha Louis (310) 648-5026					
Reference: Transmittal from the Board of Public Works dated September 4, 2019 and referred for report by the Mayor on September 11, 2019.							
Purpose of Contract: Authority to execute Amendment No. 1 to the MOU between the City of Los Angeles Department of Public Works, Bureau of Sanitation and the Discovery Cube for operational support and developing, promoting, and assisting with the Bureau of Sanitation's environmental events and programs.							
Type of Contract: () New contract (X) Amendment, Contract No. C-129166		Contract Term Dates: Original term: April 19, 2017 to April 19, 2020. Amendment No. 1: Fifteen week extension to July 31, 2020.					
Contract/Amendment Amount: Original Amount: \$3 million. Amendment No. 1: Increase the contract amount by \$1.8 million to a revised funding limit of \$4.8 million.							
Proposed amount \$ 1.8 million + Prior award(s) \$ 3 million = Total \$ 4.8 million							
Source of funds: Fund No. 100, Department No. 56, Account No. 000940							
Name of Contractor: Discovery Cube Los Angeles							
Address: 11800 Foothill Boulevard, Los Angeles, CA 91342							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 98.6%				14. California Iran Contracting Act of 2010	X		

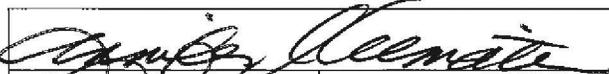
RECOMMENDATION

That the Mayor authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Amendment No. 1 of the Memorandum of Understanding with the Discovery Cube Los Angeles for operational support and to develop, promote, and assist with the City of Los Angeles, Bureau of Sanitation's environmental events and programs.

SUMMARY

In accordance with Executive Directive No. 3, the Board of Public Works, on behalf of the Bureau of Sanitation (LASAN), is requesting authority to execute Amendment No. 1 of the Memorandum of Understanding (MOU) with the Discovery Cube Los Angeles (DCLA) to develop, promote, and assist with LASAN's educational events and programs. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required to execute the MOU Amendment as the term of the MOU is extended and now exceeds three years.

DCLA is a non-profit organization that focuses its work around the core initiatives of environmental stewardship, science, technology, engineering, and math (STEM) education, early learning and healthy

 JMS Analyst 05200049	 City Administrative Officer
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living. LASAN and DCLA have partnered on projects in the past based on a mutual interest in supporting LASAN's public outreach programs to local students by promoting environmental awareness and stewardship. Based on the unique programs and special services offered by DCLA and the temporary duration of City funded services, a determination was made to execute the original MOU on a sole source basis, in accordance with the provisions of City Charter Section 371 that competitive bidding would be impractical or disadvantageous.

Proposed Amendment Terms:

As part of the 2019-20 budget deliberations, Council authorized additional funding totaling \$1.8 million (C.F. 19-0600) to fund eligible operational costs incurred by DCLA. The \$1.8 million has been appropriated within the General City Purposes Fund, with contributions from the following funding sources: General Fund (\$900,000), the Solid Waste Resources Revenue Fund (\$450,000), and the Sewer Operations & Maintenance Fund (\$450,000).

In order to utilize the \$1.8 million in additional funding, a first amendment to the MOU between LASAN and DCLA is needed to: 1) increase the total compensation from \$3 million to a revised funding limit of \$4.8 million; 2) extend the three-year term by fifteen weeks, to a revised expiration date of July 31, 2020, which includes a 30-day closeout period; 3) expanding the scope of work to include general operations and maintenance expenses as eligible costs to be offset by the \$900,000 in General Fund monies; and, 4) allowing the DCLA to obtain cash advances and subject to final documentation of allowable costs to be provided in advance of the second disbursement, with all final documentation to be provided as follows:

- First disbursement of \$1,350,000 from July 1, 2019 to December 31, 2019
- Second disbursement of \$450,000 from January 1, 2020 to June 30, 2020

FISCAL IMPACT STATEMENT

There is no additional impact on the General Fund. As part of the City's 2019-20 Adopted Budget, funding of \$900,000 was provided in the General City Purposes Fund to offset DCLA's operational costs. An additional contribution of \$900,000 was provided by LASAN from the Sewer Operations & Maintenance Fund (\$450,000) and the Solid Waste Resources Revenue Fund (\$450,000), which has already been appropriated within the General City Purposes Fund.

**BOARD OF PUBLIC WORKS
MEMBERS**

KEVIN JAMES
PRESIDENT

CECILIA CABELLO
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

AURA GARCIA
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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

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

<http://bpw.lacity.org>

September 4, 2019

BPW-2019-0701

The Honorable Mayor Garcetti
Room No. 320
City Hall
Attn: Heleen Ramirez

CONTRACT AMENDMENT NO. 1 - MEMORANDUM OF UNDERSTANDING - DISCOVERY CUBE LOS ANGELES - OPERATIONAL SUPPORT AND DEVELOPMENT, PROMOTION, AND ASSISTANCE FOR BUREAU OF SANITATION EVENTS AND PROGRAMS

As recommended in the accompanying joint report of the Directors of the Bureau of Sanitation and the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor:

1. Authorize approval to execute the proposed Amendment No. 1 to the Memorandum of Understanding Agreement (MOU) between the City of Los Angeles Department of Public Works, Bureau of Sanitation (LASAN) and the Discovery Cube Los Angeles (DCLA) for operational support and to develop, promote, and assist with the City of Los Angeles, LASAN environmental events and programs; and
2. Authorize the Office of the City Administrative Officer to serve as administrator responsible for authorizing the disbursement of the cash advance and final approval of the invoice documentation, in accordance with the scope of services defined within the proposed Amendment No. 1 to the subject MOU, including the provision of other services mutually agreed between DCLA and LASAN as part of supplemental service schedule.

FISCAL IMPACT

There is no General Fund impact.

Sincerely,

A handwritten signature in black ink, appearing to read "Fernando Campos".

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



DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION

CITY ADMINISTRATIVE OFFICER
MUNICIPAL FACILITIES

JOINT BOARD REPORT NO. 1
September 4, 2019

CD: 7

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
SEP 04 2019


Executive Officer
Board of Public Works

AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, BUREAU OF SANITATION AND THE DISCOVERY CUBE LOS ANGELES FOR OPERATIONAL SUPPORT AND DEVELOPING, PROMOTING, AND ASSISTING WITH LA SANITATION AND EVENTS AND PROGRAMS

RECOMMENDATIONS

1. That the Board of Public Works (Board) approve and forward this report, with transmittal to the Mayor's Office for approval to execute the proposed Amendment No. 1 to the Memorandum of Understanding Agreement (MOU) between the City of Los Angeles Department of Public Works, Bureau of Sanitation (LASAN) and the Discovery Cube Los Angeles (DCLA) for operational support and to develop, promote, and assist with the City of Los Angeles, Bureau of Sanitation (LASAN) environmental events and programs.
2. That the Board authorize the Office of the City Administrative Officer (CAO) to serve as administrator responsible for authorizing the disbursement of the cash advance and final approval of the invoice documentation, in accordance with the scope of services defined within the proposed Amendment No. 1 to the subject MOU, including the provision of other services mutually agreed between DCLA and LASAN as part of a supplemental service schedule.
3. Upon the Mayor's authorization, the President or two members of the Board will execute the MOU Amendment.

TRANSMITTALS

1. Copy of the proposed Amendment to the MOU.
2. Copy of the original MOU between LASAN and DCLA.

FISCAL IMPACT

There is no additional impact on the General Fund. As part of the City's 2019-20 Adopted Budget, funding of \$900,000 was provided in the General City Purposes to offset DCLA operational costs. An additional contribution of \$900,000 is provided by LASAN from the Sewer Operations & Maintenance Fund (\$450,000) and the Solid Waste Resources

Revenue Fund (\$450,000), which has been appropriated within the General City Purposes Fund.

DISCUSSION

Background

On March 17, 2017, the Board of Public Works approved the execution of a MOU between LASAN and DCLA, for an original three-year term and compensation of up to \$3 million. The DCLA is a 501(c)(3) non-profit organization that focuses its work around the core initiatives of environmental stewardship, science, technology, engineering and math (STEM) education, early learning and healthy living. LASAN and DCLA have partnered on several projects in the past based on a mutual interest in supporting the Bureau's public outreach programs to local students by promoting environmental awareness and stewardship. Based on the unique programs and special services offered by DCLA and the temporary duration of City funded services, a determination was made to execute the original MOU on a sole source basis, in accordance with the provisions of City Charter Section 371 that competitive bidding would be impractical or disadvantageous.

Proposed Amendment Terms:

As part of the 2019-20 budget deliberations, Council authorized additional funding totaling \$1.8 million (C.F. 19-0600) to fund eligible operational costs incurred by DCLA. The \$1.8 million has been appropriated within the General City Purposes Fund, with contributions from the following funding sources: General Fund (\$900,000), the Solid Waste Resources Revenue Fund (\$450,000), and the Sewer Operations & Maintenance Fund (\$450,000). DCLA may utilize the General Fund contribution to offset its cost of general operations, with the eligible uses for the \$900,000 in LASAN funding to include:

- Development of curriculum and provision of training for staff at the Bureau of Sanitation Environmental Learning Centers;
- Provision of teacher professional development workshops in partnership with the Los Angeles Unified School District;
- Development of educational programs for children to promote interest in career fields within the Bureau and the environmental stewardship industry;
- Host household hazardous waste collection events and environmental fairs to educate adults and children on environmental stewardship;
- Provision of advertising and outreach for Bureau events and initiatives, including Earth Day; and,
- The provisions of other services as mutually agreed between DCLA and the City.

In order to utilize the \$1.8 million in additional funding, a first amendment to the MOU between LASAN and DCLA is needed to: 1) increase the total compensation from \$3 million to a revised funding limit of \$4.8 million; 2) extend the three-year by fifteen weeks, to a revised expiration date of July 31, 2020, which includes a 30-day closeout

period; 3) expanding the scope of work to include general operations and maintenance expenses as eligible costs to be offset by the \$900,000 in General Fund monies; and, 4) allowing the DCLA to obtain cash advances in accordance with the following schedule and subject to final documentation of allowable costs to be provided in advance of the second disbursement, with all final documentation to be provided within the amended performance term:

Sources of Funds allocated to General City Purposes (Fund 100: Department 56: Account 000940)		
General Fund (Fund 100)	\$900,000	General operations and maintenance expenses.
Solid Waste Resources Revenue Fund (Fund 508)	450,000	<ul style="list-style-type: none"> • Development of curriculum and provision of training for staff at the Bureau of Sanitation Environmental Learning Centers; • Provision of teacher professional development workshops in partnership with the Los Angeles Unified School District;
Sewer Operations & Maintenance Fund (Fund 760)	450,000	<ul style="list-style-type: none"> • Development of educational programs for children to promote interest in career fields within the Bureau and the environmental stewardship industry; • Host household hazardous waste collection events and environmental fairs to educate adults and children on environmental stewardship; • Provision of advertising and outreach for Bureau events and initiatives, including Earth Day; and, • The provision of other services mutually agreed between DCLA and the LASAN as part of a supplemental service schedule.
TOTAL	\$1,800,000	
Cash Advance Schedule: July 1, 2019 – June 30, 2020		
1 st Disbursement (7/1/19 – 12/31/19)	2 nd Disbursement (1/1/20 – 6/30/20)	TOTAL
\$1,350,000	\$450,000	\$1,800,000

By mutual agreement of all parties it is recommended that the CAO serve as the administrator of the MOU, to authorize the disbursement of funds and approval of final invoice documentation in order to facilitate an expedited process and coordination between the involved parties since multiple funding sources and use eligibility is involved.

Respectfully Submitted:

 YOLANDA CHAVEZ
 Office of the City Administrative Officer
 Date: 08/28/19

MEMORANDUM OF UNDERSTANDING

Amendment No. 1

BETWEEN THE CITY OF LOS ANGELES AND DISCOVERY SCIENCE CENTER OF LOS ANGELES TO PARTLY FUND THE ACTIVITIES OF THE DISCOVERY SCIENCE CENTER OF LOS ANGELES

This **AMENDMENT NO. 1** is the Memorandum of Understanding (“Memorandum”) between the City of Los Angeles Department of Public Works Bureau of Sanitation (“LASAN”) and the Discovery Science Center of Los Angeles (“DCLA”) is made and entered into by and between the City, which is a municipal corporation, and the DCLA, which is a California nonprofit public benefit corporation, who mutually agree to modify the payment terms and reporting requirements, as follows:

1. Except as specifically modified by this Amendment No. 1, said terms and conditions of the original MOU shall remain in full force and effect.
2. Amend Article 2, Section 2.1, to:
 - a) Replace Item E with the following – Including the provision of other services mutually agreed between DCLA and LASAN as part of a supplemental service schedule.
 - b) Add Item F – Set cost associated with the general operations of DCLA for the scope of work and other services provided by the General Fund contribution of \$900,000.
3. Amend Article 2, Section 2.3 to replace prior funding of \$3 million with new total of \$4.8 million and extend expiration date by three months and thirteen days to June 30, 2020.
4. Amend Article 3, to replace Section C with the following – For the period of July 1, 2019 through June 30, 2020, DCLA shall submit invoices, along with progress reports and detailed breakdowns of material cost and labor, including rates, to the Office of the City Administrative Officer for approval.
5. Amend Article 3 to add Item E – For the period of July 1, 2019 through June 30, 2020, DCLA shall submit requests for advance payments, in the amounts for the corresponding disbursements reflected in the chart below, along with documentation of proof of payment for allowable expenses on a semi-annual basis in the following amounts:

Fund	1st Disbursement 7/1/19 – 12/31/19 (75% of Funding)	2nd Disbursement 1/1/20 – 6/30/20 (Remaining 25% of Funding)	Total Funding
General Fund (Fund 100)	\$ 900,000	\$ -	\$ 900,000
Solid Waste Resources Revenue Fund (Fund 508)	225,000	225,000	450,000
Sewer Operations & Maintenance Fund (Fund 760)	225,000	225,000	450,000
TOTAL	\$ 1,350,000	\$ 450,000	\$ 1,800,000

IN WITNESS WHEREOF, the parties each herewith subscribe the same in triplicate, and their AGREEMENT is executed by the City of Los Angeles, acting by and through the Board of Public Works and by the Executive Director of the Discovery Cube Los Angeles.

CITY OF LOS ANGELES

Commissioner, Board of Public Works

Date: 10/24/19

Commissioner, Board of Public Works

Date: _____

Approved as to Form:

Michael N. Feuer
City Attorney

By: _____
Edward Jordan
Assistant City Attorney

Date: 10/16/2019

DISCOVERY CUBE LOS ANGELES

Joe Adams
Chief Executive Officer, Discovery Cube Los Angeles

Date: Oct. 15, 2019

ATTEST:

Holly L. Wolcott
Los Angeles City Clerk

Date: 10-25-19

C-129164



0150-10916-0000

TRANSMITTAL

TO
The Board of Public Works

DATE
APR 04 2017

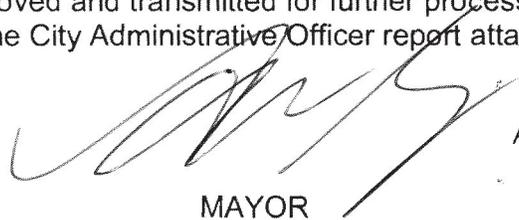
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**Memorandum of Understanding with Discovery Cube Los Angeles
To Develop, Promote, and Assist with Bureau of Sanitation
Environmental Events and Programs**

Approved and transmitted for further processing.
See the City Administrative Officer report attached.



Ana Guerrero

MAYOR

RHL:WKP:06170092t

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

To: The Mayor	Date: 03-28-17	C.D. No.	CAO File No.: 0150-10916-0000
Contracting Department/Bureau: Public Works/Sanitation		Contact: Lisa Mowery, (213) 485-2210	
Reference: Transmittal from the Board of Public Works dated March 17, 2017; referred for report on March 20, 2017.			
Purpose of Contract: To develop, promote, and assist with Sanitation environmental events and programs.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years	
Contract/Amendment Amount: \$3,000,000			
Proposed amount \$3,000,000 + Prior award(s) \$0 = Total \$3,000,000			
Source of funds: Solid Waste Resources Revenue Fund, Sewer Construction and Maintenance Fund, and various Sanitation special funds.			
Name of Contractor: Discovery Cube Los Angeles			
Address: 11800 Foothill Blvd., Los Angeles, CA 91342			
	Yes	No	N/A*
1. Council has approved the purpose		X	
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested		X	
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 98.6%			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	X		
b. Good Faith Effort Outreach**			X
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

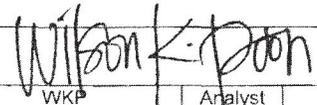
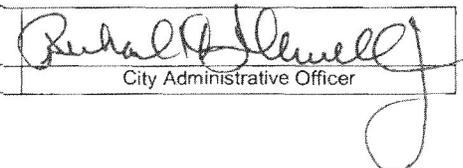
RECOMMENDATION

That the Mayor authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Memorandum of Understanding with the Discovery Cube Los Angeles to develop, promote, and assist with Sanitation educational events and programs for a term of three years at a cost not to exceed \$3.0 million.

COMMENTS

In accordance with Executive Directive No. 3, the Board of Public Works, on behalf of the Bureau of Sanitation, is requesting authority to execute a Memorandum of Understanding (MOU) with the Discovery Cube Los Angeles (DCLA) to develop, promote, and assist with Sanitation educational events and programs for a three year term at a cost not to exceed \$3.0 million. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is not required to execute the MOU as the term of the MOU does not exceed three years.

The DCLA is a non-profit organization that seeks to inspire, educate, and impact the lives of children through hands-on science education. This is accomplished through its core initiatives of healthy living, early learning, environmental stewardship, and science, technology, engineering, and math (STEM) education. The Bureau and DCLA share the same goals of protecting the environment, educating children to become environmental stewards, and increasing awareness of the City's environmental

 WKP Analyst 06170092	 Assistant CAO	 City Administrative Officer
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programs and services. The Bureau and DCLA have partnered on projects in the past and are mutually interested in expanding this partnership. The DCLA has resources (such as a mailing list of approximately 40,000 stakeholders) and valuable experience and expertise in developing effective educational programs to educate youth on environmental stewardship that the Bureau does not possess. This MOU will allow the Bureau to leverage DCLA's resources and expertise to increase the effectiveness of its educational and outreach programs. Providing children with environmental education at an early age will make recycling and environmental stewardship second nature and raise awareness of environmental issues to the next generation of ratepayers and voters.

Scope of Services

The MOU does not list specific services provided by DCLA, but examples of potential services provided by DCLA are as follows:

- Develop curriculum and provide training for staff at the Environmental Learning Center, Lopez Canyon Environmental Center, and any other Bureau facility or program;
- Develop curriculum to promote environmental stewardship and provide teacher professional development workshops for the Los Angeles Unified School District (LAUSD) and other area schools;
- Develop educational programs for children to promote greater interest in career fields within Sanitation or the environmental stewardship industry;
- Host household hazardous waste collection events or environmental fairs with interactive games and exhibits to educate adults and children on environmental stewardship; and
- Provide advertising and outreach for Bureau events and initiatives, including Earth Day 2017.

Assignment of Work

The MOU does not include a specific work plan or provide a specific list of projects or assignments and work will be assigned on a project-by-project basis. Once a project has been identified, the Bureau will issue a task directive and negotiate with DCLA the scope of work, maximum payment, and payment schedule for each project. DCLA will next submit a formal quote, which includes the scope of work, project delivery schedule, and payment schedule. Once the Bureau has signed off on the quote, DCLA can commence work on the project. DCLA will submit invoices along with progress reports and breakdowns of material costs and labor costs to the Bureau. The Bureau may unilaterally withhold or reduce payment to DCLA if DCLA fails to comply with the provisions of the MOU.

Source of Funds

Sufficient savings from the Sewer Construction and Maintenance (SCM) and Solid Waste Resources Revenue Funds (SWRRF) have been identified to support the MOU costs for 2016-17 and future year funding will be appropriated through the City's annual budget. Future year funding will be provided by the Bureau's special funds and the specific special fund will be determined once a project has been identified. Although most of the Bureau's special funds are fiscally healthy, the Bureau's Stormwater Pollution Abatement (SPA) Fund has a structural deficit and any use of SPA funds would result in a corresponding increase to the General Fund subsidy for related cost reimbursements. The Bureau has indicated that there are no projects under this MOU that will use SPA funds and SPA funding for such projects would be subject to Mayor and Council approval through the City's annual budget process.

4/5/17

Compliance with City Contracting Requirements

In accordance with Charter Section 1022, the Personnel Department determined on February 17, 2017 that City employees do not have the expertise to perform the work proposed in the MOU. In addition, in accordance with Charter Section 371(e)(2), it was determined that competitive bidding would be impractical or disadvantageous because DCLA provides unique services and the duration of services was temporary. Lastly, on March 16, 2017, the Mayor's Office approved an exemption from the Business Inclusion Program (BIP) requirements as there is a lack of subcontracting opportunities. DCLA has complied with all remaining City contracting requirements.

FISCAL IMPACT STATEMENT

There is no General Fund impact as Sanitation special funds will support the costs of this MOU. The MOU does not guarantee any minimum level of payment and payment will be made on a project-by-project basis. Sufficient funding for 2016-17 has been identified and future year funding for projects under this MOU will be allocated through the City's annual budget process, which is subject to Mayor and Council approval and subject to the availability of funds. The recommendation in this report complies with the City's Financial Policies as on-going funding will support one-time expenditures.

RHL:WKP:06170092

BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

HEATHER MARIE REPENNING
VICE PRESIDENT

MICHAEL R. DAVIS
PRESIDENT PRO-TEMPORE

JOEL F. JACINTO
COMMISSIONER

Luz M. Rivas
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

FERNANDO CAMPOS
EXECUTIVE OFFICER

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

GENERAL INFORMATION
TEL: (213) 978-0261 FAX: (213) 978-0278
TDD: (213) 978-2310
<http://bpw.lacity.org>

March 17, 2017

(BPW 2017-0264)
#2 BOS

Mayor Eric Garcetti
Room No. 305
City Hall
Attn: Mandy Morales

Subject: REQUEST FOR AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH DISCOVERY CUBE LOS ANGELES FOR THE BUREAU OF SANITATION ENVIRONMENTAL EDUCATIONAL SERVICES

As recommended in the accompanying report of the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works requests approval and authorization to execute the Memorandum of Understanding (MOU) with Discovery Cube Los Angeles to develop, promote, and assist with the Bureau of Sanitation Environmental events and programs. The term of this MOU will be three years with a total cost ceiling of \$3 million.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Funding for this MOU will come from the Sewer Operations and Maintenance Fund and Solid Waste Resources Revenue Fund, and other Bureau of Sanitation special funds.

Respectfully submitted,

Fernando Campos, Executive Officer
Board of Public Works

FC:mp

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 2
MARCH 17, 2017

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
MAR 17 2017


Executive Officer
Board of Public Works

CD: ALL

REQUEST FOR AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH DISCOVERY CUBE LOS ANGELES FOR THE BUREAU OF SANITATION ENVIRONMENTAL EDUCATIONAL SERVICES

RECOMMENDATION

1. Approve and forward this report with transmittals to the Mayor requesting the Board of Public Works (Board) enter into a Memorandum of Understanding (MOU) with Discovery Cube Los Angeles (DCLA) to develop, promote, and assist with LASAN environmental events and programs. The term of this MOU will be three (3) years with a total cost ceiling of \$3 million.
2. Upon the Mayor's authorization, the President or two members of the Board will execute the MOU.
3. Return the executed MOU to LASAN for further processing. Notify LASAN contact Kenneth Jeong at (310) 348-5631 for pick up.

TRANSMITTAL

Copy of the proposed MOU between LASAN and DCLA.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund. Funding for this MOU will come from the Sewer Operations and Maintenance Fund and Solid Waste Resources Revenue Fund, and other LASAN special funds.

DISCUSSION

Background

The City of Los Angeles' LASAN is responsible for protecting public health and the environment through three primary programs of Clean Water, Solid Resources, and Watershed Protection. A key component of this mission is educating LASAN's ratepayers and future ratepayers on what services LASAN provides and how LASAN's customers can make choices that are beneficial to the environment.

DCLA focuses its work around the core initiatives of environmental stewardship, science, technology, engineering and math (STEM) education, early learning and healthy living. LASAN and DCLA have a shared interest in inspiring students to become environmental stewards with a greater awareness of LASAN's environmental programs and have partnered on projects in the past and are mutually interested in expanding this partnership.

PROJECT SCOPE

DCLA may be requested to provide any of the following services:

- Developing curriculum and providing training to LASAN staff for LASAN's Environmental Learning Center (ELC), Lopez Canyon Environmental Center, or any other LASAN facility or program.
- Developing curriculum focused on the environment and providing teacher professional development workshops for the Los Angeles Unified School District or other area schools.
- Hosting events such as environmental fairs or household hazardous waste collection events.
- Providing advertising and outreach for LASAN events and initiatives, including Earth Day 2017.
- Other services that support LASAN's mission.

PROPOSED CONTRACT TERM AND COST CEILING

The term of the Memorandum of Understanding with the Discovery Cube Los Angeles will be three (3) years with a cost ceiling of \$3 million.

NOTICE OF INTENT TO CONTRACT

The required Notification of Intent to Contract was filed with the CAO Clearinghouse for this MOU on February 23, 2017.

CHARTER SECTION 1022

On February 17, 2017, the Personnel Department determined that the City does not have the expertise to perform the work designated in this MOU.

BUSINESS INCLUSION PROGRAM OUTREACH REQUIREMENT

DCLA does not intend to subcontract work for the services provided in this MOU. In the event subcontracting opportunities present themselves during the term of the MOU, the City encourages the Contractor to utilize MBE/WBE/SBE/EBE/DVBE/OBE firms.

CONTRACTOR RESPONSIBILITY ORDINANCE

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the contractor's MOU subject to termination pursuant to the conditions expressed therein.

CONTRACTOR PERFORMANCE EVALUATION

In accordance with the City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 13, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, Special Research and Investigation Section upon termination of the Contract.

CITY POLICIES AND REQUIREMENTS

DCLA shall comply with all the applicable contractual requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Business Tax Registration Certificate
- Municipal Lobbying Ordinance (CEC Form 50)
- Contract Bidder Campaign Contribution and Fundraising (CEC Form 55)
- Insurance Requirements
- Non-collusion Affidavit
- Contract History
- Contractor Responsibility Ordinance – Pledge of Compliance
- Los Angeles Residence Information
- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Slavery Disclosure Ordinance
- Iran Contracting Act of 2010

As a 501(c) 3 non-profit DCLA is exempt from the provisions of the Living Wage Ordinance.

HEADQUARTERS AND WORKFORCE INFORMATION

The corporate headquarters of DCLA is located in Los Angeles, CA. The local office is located at 11800 Foothill Blvd. Los Angeles, CA 91342 and 98.6% of their workforce resides in the City of Los Angeles.

CONTRACT ADMINISTRATION

The responsibility for the administration of this MOU will be with the LASAN's Administrative Division. Financial and Administrative Services Group.

APPROVAL AS TO FORM

The attached MOU has been reviewed by the City Attorney's Office and has been approved as to form.

STATEMENT AS TO FUNDS

There is no impact to the General Fund. The total funding for this project is not-to-exceed \$3 million. Funding for Fiscal Year 2016-17 in the amount of \$400,000 is available as follows:

Fund	Appropriation	Amount
Sewer Operations and Maintenance Fund No. 760	50NX82	\$200,000
Solid Waste Resources Revenue Fund No. 508	50NX82	\$200,000
LASAN Special Funds	To be identified	\$200,000
Future Fiscal Years	To be identified	\$2,400,000
Agreement Ceiling		\$3,000,000

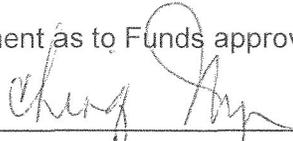
The correct source of LASAN special funds will be identified when each task directive is issued, based on the scope of work. Funds and Appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, Funds and Appropriations, once determined by the Director of Sanitation or designee, will be reviewed and certified by the Director of the Office of Accounting or designee, as to the status and availability of funding.

Respectfully Submitted:



 ENRIQUE C. ZALDIVAR, Director
 Bureau of Sanitation

Statement as to Funds approved by:



 VICTORIA A. SANTIAGO, Director
 Office of Accounting
 Date: _____ 3/10/17

Author(s):
 Niesha C. Louis, LASAN
 (310)648-5026
 Kenneth Jeong, LASAN
 (310)648-5631

Required Insurance and Minimum Limits

Name: The Discovery Cube Los Angeles

Date: 2/8/17

Agreement/Reference: Developing, promoting, and assisting with the Bureau of Sanitation events and programs

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
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability	1,000,000
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> _____	
<input type="checkbox"/> Sexual Misconduct	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	_____
Discovery Period <u>12 month discovery period</u>	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Pollution Liability	_____
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> Crime Insurance	_____

Other: Provided to: Kenneth Jeong, Sanitation
 If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
 In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT SUMMARY SHEET

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

DATE: 4/19/2017

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Board Public Works

CONTACT PERSON: Anne Veal PHONE: 213-978-0274

CONTRACT NO.: C-129166 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

APPROVED BY BPW: 4/17/2017
DATE

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

CONTRACTOR NAME: Discovery Cube Los Angeles

TERM OF CONTRACT: 3 Years THROUGH: _____

TOTAL AMOUNT: \$3,000,000

PURPOSE OF CONTRACT:

Developing, Promoting and assisting with LA Sanitation events and programs.

**MEMORANDUM OF
UNDERSTANDING**

**BETWEEN THE
CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
AND THE
DISCOVERY CUBE LOS ANGELES**

**FOR
DEVELOPING, PROMOTING, AND
ASSISTING WITH LA SANITATION
EVENTS AND PROGRAMS**

Table of Contents

ARTICLE 1 – SECTION HEADINGS.....	2
ARTICLE 2 – THE MOU.....	2
Section 2.1 Scope of the MOU.....	2
Section 2.2 Standard Provisions.....	3
Section 2.3 Terms of the MOU.....	3
Section 2.4 Representatives of the Parties of this MOU.....	3
ARTICLE 3 – BILLING AND PAYMENT.....	4
ARTICLE 4 – MODIFICATIONS.....	4
ARTICLE 5 – INDEMNIFICATION.....	4
ARTICLE 6 – INSURANCE.....	5
ARTICLE 7 – NON-PERFORMANCE.....	5
ARTICLE 8 – SEVERABILITY.....	5
ARTICLE 9 – TERMINATION.....	5
ARTICLE 10 – ENTIRE MEMORANDUM OF UNDERSTANDING.....	6

EXHIBITS

EXHIBIT A	INSURANCE REQUIREMENTS
EXHIBIT B	BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT C	LA RESIDENCE INFORMATION
EXHIBIT D	NON-COLLUSION AFFIDAVIT
EXHIBIT E	CONTRACT HISTORY
EXHIBIT F	MUNICIPAL LOBBYING ORDINANCE (CEC FORM 50)
EXHIBIT G	CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS (CEC FORM 55)
EXHIBIT H	IRAN CONTRACTING ACT OF 2010
EXHIBIT I	CONTRACTOR RESPONSIBILITY ORDINANCE
EXHIBIT J	NON DISCRIMINATION• EQUAL EMPLOYMENT PRACTICES
EXHIBIT K	EQUAL BENEFITS ORDINANCE
EXHIBIT L	FIRST SOURCE HIRING ORDINANCE

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS BUREAU OF SANITATION AND THE
DISCOVERY CUBE LOS ANGELES FOR DEVELOPING, PROMOTING, AND
ASSISTING WITH LA SANITATION EVENTS AND PROGRAMS**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Los Angeles, Bureau of Sanitation, hereinafter referred to as LASAN, and Discovery Cube Los Angeles, hereinafter referred to as DCLA, is set forth as follows:

RECITALS

WHEREAS, LASAN has the mission of protecting public health and the environment;
and

WHEREAS, DCLA is a 501 (c) (3) non-profit organization that focuses its work around the core initiatives of environmental stewardship, science, technology, engineering and math (STEM) education, early learning and healthy living; and

WHEREAS, LASAN and DCLA have a shared interest in inspiring students to become environmental stewards with a greater awareness of LASAN's environmental programs; and

WHEREAS, LASAN and DCLA have partnered on projects in the past and are mutually interested in expanding this partnership; and

WHEREAS, DCLA will provide a unique program with special services for a temporary duration, for which competitive bidding would be impractical or disadvantageous, thus per Los Angeles City Charter section 371(e)(2), this agreement is exempt from competitive bidding;

NOW, THEREFORE, in consideration of the mutual benefits and promises made herein, LASAN and DCLA do hereby agree as follows:

ARTICLE 1 – SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of this MEMORANDUM OF UNDERSTANDING.

ARTICLE 2 – THE MOU

Section 2.1 Scope of the MOU

DCLA may be requested to provide any of the following services:

- A. Developing curriculum and training materials and providing training to LASAN staff for LASAN's Environmental Learning Center (ELC), Lopez Canyon Environmental Center, and/or any other LASAN facility or program.

- B. Developing curriculum and learning programs based on Next Generation Science Standards (NGSS) for teacher professional development in partnership with the Los Angeles Unified School District (LAUSD).
- C. Hosting events such as environmental fairs or household hazardous waste collection events.
- D. Providing advertising and outreach for LASAN events and initiatives.
- E. Other services that support LASAN's mission.

Work will be assigned through the issuance of task directives, which will be negotiated by both parties and signed by the representatives listed in Section 2.4. All work product shall be the property of LASAN unless specifically shared with DCLA.

Section 2.2 Standard Provisions

DCLA agrees to comply with the provisions outlined in the City of Los Angeles's (the City) "Standard Provisions for City Contracts", which are incorporated herein by reference. DCLA is responsible for completing and submitting all documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;
2. Standard Provisions for City Personal Services Contracts.

Section 2.3 Terms of the MOU

This MOU will commence upon execution by the authorized representatives of LASAN and the DCLA. The MOU will be limited to \$3 million and will expire three years thereafter unless extended by mutual written agreement by both parties.

Section 2.4 Representatives of the Parties of this MOU

The representatives of the respective parties are authorized to administer this MOU, and to whom formal notices, demands, requests and communications shall be given are as follows:

For LASAN:

Lisa B. Mowery, Chief Financial Officer
LA Sanitation
1149 S. Broadway, 9th Floor
Los Angeles, CA 90015
(213) 485-2210

For DCLA:

Joe Adams, President Discovery Science Center of Orange County
Discovery Cube Los Angeles
11800 Foothill Blvd.
Los Angeles, CA 91342
(714) 913-5006

ARTICLE 3 – BILLING AND PAYMENT

- A. LASAN and DCLA will negotiate the scope of work, maximum payment and payment schedule for each project.
- B. DCLA shall submit a formal quote for each project. The formal quote shall include the scope of work, project delivery schedule and payment schedule. The LASAN representative shall sign-off on the approved quote and return it to DCLA.
- C. DCLA shall submit invoices, along with progress reports and detailed breakdowns of material cost and labor cost, including rates, to LASAN.
- D. The City may unilaterally withhold or reduce the payments to DCLA if DCLA fails to comply with the provisions of this MOU.

ARTICLE 4 – MODIFICATIONS

- A. Except as otherwise provided herein, this MOU may be altered, modified or amended only in writing, and executed by the parties hereto.
- B. This MOU contains the full and complete agreement between LASAN and DCLA. No verbal agreement or conversation with any officer or employee of the parties shall affect or modify any of the terms and conditions of the MOU.

ARTICLE 5 - INDEMNIFICATION

Except for the active negligence or willful misconduct of LASAN, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, DCLA undertakes and agrees to defend, indemnify and hold harmless LASAN and any of its Boards, Officers, Agents Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the LASAN, including but not limited to, costs of experts and consultants), damage or liability of any nature

whatsoever, for death or injury to any person, including DCLA's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the MOU by DCLA or its subcontractors of any tier. Rights and remedies available to the LASAN under this provision are cumulative of those provided for elsewhere in this MOU and those allowed under the laws of the United States, the State of California, and LASAN. The provisions of this paragraph survive expiration or termination of the MOU.

ARTICLE 6 – INSURANCE

During the term of this MOU and without limiting DCLA's indemnification of the CITY, DCLA shall provide and maintain at its own expense during the term of this MOU a program of insurance having the coverage and limits customarily carried and actually arranged by DCLA but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT A hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT A, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/InsuranceForms.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. DCLA shall comply with all insurance Contractual Requirements shown on EXHIBIT A hereto. EXHIBIT A is hereby incorporated by reference and made a part of this MOU.

ARTICLE 7 - NON-PERFORMANCE

In the event either Party has not carried out its obligations under any aspect of this MOU, the non-defaulting Party shall give notice in writing to the other party of the non-performance. The written notification shall outline acceptable options for correction of the non-performance issue. If the default is not remedied within 10 business days, or an alternative timetable mutually agreed to in writing by both parties, then the non-defaulting party may exercise its remedies under applicable laws.

ARTICLE 8 - SEVERABILITY

Should any portion of this MOU be determined to be void or unenforceable, such shall be severed from the whole and the MOU will continue as modified.

ARTICLE 9 - TERMINATION

LASAN shall have the right to terminate this agreement, with or without cause, upon 30 days written notice to DCLA. DCLA shall have the right to terminate this agreement with cause, upon 30 days written notice to LASAN. However, within 30 days of receiving written notice of termination, both parties are obligated to work together to develop a written "Termination Plan" acceptable to the non-terminating party. This Termination Plan shall establish a reasonable and

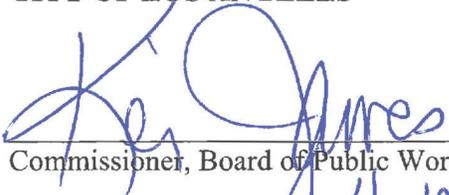
cost-effective manner for fulfilling any programs already booked by DCLA. Both parties agree to cooperate to develop and implement the Termination Plan in a manner that preserves the quality of the program and the reputation of the parties.

ARTICLE 10 – ENTIRE MEMORANDUM OF UNDERSTANDING

This MOU contains all of the agreements, representations, and understandings of the parties hereto and supersedes any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as herein before provided.

IN WITNESS WHEREOF, the parties each herewith subscribe the same in triplicate, and their AGREEMENT is executed by the City of Los Angeles, acting by and through the Board of Public Works and by the Interim Executive Director of the Discovery Cube Los Angeles.

CITY OF LOS ANGELES

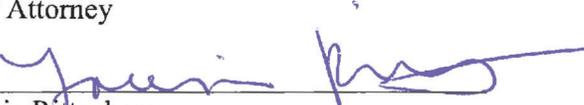


Commissioner, Board of Public Works
Date: 4-19-17

Commissioner, Board of Public Works
Date: _____

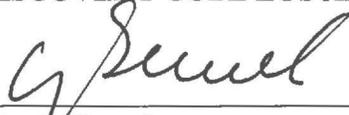
Approved as to Form:

Michael N. Feuer
City Attorney

By: 

Laurie Rittenberg
Assistant City Attorney
Date: 4-13-17

DISCOVERY CUBE LOS ANGELES



Wendy Greuel
Interim Executive Director, Discovery Cube Los Angeles
Date: 3/30/17

ATTEST:



Holly L. Wolcott
Los Angeles City Clerk
Date: 4-19-17
C-129166



Required Insurance and Minimum Limits

Name: The Discovery Cube Los Angeles

Date: 2/8/17

Agreement/Reference: Developing, promoting, and assisting with the Bureau of Sanitation events and programs

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

Limits

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

WC Statutory
EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability _____ 1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period 12 month 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** _____

____ **Crime Insurance** _____

Other: Provided to: Kenneth Jeong, Sanitation

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2017

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 WELLS FARGO INSURANCE SERVICES WELLS FARGO INSURANCE SERVICES USA, INC. 15303 VENTURA BLVD FL 7 SHERMAN OAKS CA 91403	CONTACT NAME: Princess Fletcher PHONE (A/C, No, Ext): 8184649474 E-MAIL ADDRESS: princess.fletcher@wellsfargo.com	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Employers Compensation Insurance Company</td> <td>11512</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Employers Compensation Insurance Company	11512	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															

INSURED Discovery Science Center of Los Angeles
 2500 North Main Street
 Santa Ana CA 92705

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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	PHPK1590098	12/20/2016	07/01/2018	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$20,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	PHPK1590098	12/20/2016	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG145381304	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 0
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Sexual Abuse and Molestation		N	PHPK1590098	12/20/2016	07/01/2018	\$1,000,000 Occurrence \$2,000,000 Aggregate

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

The City of Los Angeles is an additional insured as it relates to general liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
 200 North Main Street
 City Hall East, Suite 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

Princess Fletcher

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CITY OF LOS ANGELES

Office of Finance - LATAX Report

ACCOUNT NUMBER
0002649572

LEGAL NAME
DISCOVERY SCIENCE CENTER OF LOS ANGELES

TAX STATUS
CLEAR

<u>LOCATION</u>	<u>DBA NAME</u>	<u>LOCATION ADDRESS</u>	<u>STARTED AT LOCATION</u>	<u>END DATE</u>	<u>IN CITY</u>	<u>COUNCIL</u>	<u>EMP ZONE</u>
0001		11800 FOOTHILL BLVD SYLMAR CA 91342-7165	12/20/2012		Y	Council District 7	None

<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>
LGR2	GrossReceiptFund/ Class2 Ord 183419	01/01/2015

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 headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Discovery Science Center of Los Angeles

I. Corporate or Main Office Address:

11800 Foothill Blvd.

Sylmar, CA 91342

II Total Number of Employees in Organization: 71

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

70 and 98.6 %

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Wendy Greuel, depose and say that I am

Interim Executive Director of Discovery Science Center of Los Angeles
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: March 6, 2017 at Studio City, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

Wendy Greuel
(Signature)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 6th day of March, 2017,
 by Date Month Year

(1) Wendy Greuel
 (and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
 Title or Type of Document: Non-Collusion Affidavit Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Discovery Science Center of Los Angeles
Name of Organization

Wendy Greuel
Print Name

02.27.17
Date



Signature

Interim Executive Director
Title



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

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bld/Contract/BAVN Number: 60456	Awarding Authority (Department): Bureau of Sanitation
---	---

Name of Bidder: Discovery Science Center of Los Angeles	Phone: 714.913.5022
---	-------------------------------

Address: 11800 Foothill Blvd., Sylmar, CA 91342

Email: wgreuel@discoverycube.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); 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):
 - 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 § 10.37.1(l)(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.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: February 24, 2017 Signature:
 Name: Wendy Greuel
 Title: Interim Executive Director



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):	Date Bid Submitted:
--	----------------------------

Description of Contract (title of RFP and services to be provided):
 Education & public outreach services

City Department Awarding the Contract:
 Bureau of Sanitation

BIDDER INFORMATION

Name: Discovery Science Center of Los Angeles
 Address: 11800 Foothill Blvd., Sylmar, CA 91342
 Email: wgreuel@discoverycube.org Phone: 714.913.5022

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S 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 certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 03/06/2017 Signature: *wgreuel*
 Name: Wendy Greuel
 Title: Interim Executive Director



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's 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.

Check this box if additional Schedule A pages are attached.

Name: Pedram Salimpour Title: Board Chairman
Address: 11800 Foothill Blvd., Sylmar, CA 91342

Name: Kellee Preston Title: VP, Operations
Address: 11800 Foothill Blvd., Sylmar, CA 91342

Name: _____ Title: _____
Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (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.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

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 DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Discovery Science Center of Los Angeles		<i>BTRC (or n/a)</i> 0002649572-0001-7
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Wendy Greuel, Interim Executive Director		
<i>Date Executed</i> 02.24.17	<i>City Approval (Signature)</i> 	<i>(Print Name)</i> NIESHA C. LEWIS

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.

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

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

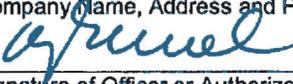
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Discovery Science Center of Los Angeles, 11800 Foothill Blvd., Sylmar, CA 818.626.2823

Company Name, Address and Phone Number

 February 27, 2017

Signature of Officer or Authorized Representative Date

Wendy Greuel, Interim Executive Director

Print Name and Title of Officer or Authorized Representative

Bureau of Sanitation

Awarding City Department Contract Number

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: 60456 EIN/TIN: 45-5191270
Company Name: Discovery Science Center of Los Angeles
Company Address: 11800 Foothill Blvd
City: Los Angeles State: CA Zip: 91342
Contact Person: Jeff Horst Phone: 714-913-5009 E-mail: jhorst@discoverycube.org
Approximate Number of Employees in the United States: 280
Approximate Number of Employees in the City of Los Angeles: 80

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.
[X] 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 Community 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, Jeff Horst, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jeff Horst

Signature

15 November, 2016

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.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Discovery Science Center of Los Angeles Tom McGeer
COMPANY NAME AUTHORIZED SIGNATURE

11800 Foothill Blvd Mike McGeer, Vice Chairman/CFO
ADDRESS NAME AND TITLE (TYPE OR PRINT)

Los Angeles, CA. 91342 714-913-5009 mmcgeer@discoveryscience.org
CITY, COUNTY, STATE, ZIP TELEPHONE/E-MAIL