

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT ON DISABILITY

201 NORTH FIGUEROA STREET
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LOS ANGELES, CALIFORNIA 90012

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—
RICKY ROSALES
ACTING EXECUTIVE DIRECTOR

BOARD OF COMMISSIONERS

MYRNA CABANBAN, PRESIDENT
DAVID E. WOLF, 1ST VICE PRESIDENT
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ROBERT WILLIAMS, SECRETARY
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IRAN HOPKINS
RICHARD ROTHENBERG
ALISA SCHLENSINGER
BETTY WILSON

October 12, 2022

Council File Number:
Council Districts: All
Contact Person:
Gina Blades
213-202-2760
gina.lombardo@lacity.org

The Honorable City Council
c/o Office of the City Clerk
City of Los Angeles
City Hall, Room 395
Los Angeles, CA 90012

Dear Honorable Members:

SUBJECT: REQUEST FOR CONTRACT AUTHORITY FOR REELABILITIES FILM FESTIVAL LOS ANGELES 2022 EVENT PRODUCTION

In accordance with Executive Directive #3, the Department on Disability (DOD) requests the authority to execute a new Master Service Agreement (MSA) for event production services for the 2022 ReelAbilities Film Festival Los Angeles (RAFFLA).

RECOMMENDATIONS

The Acting Executive Director of the DOD respectfully requests that the City Council and the Mayor, subject to approval of the Office of the City Attorney as to form:

1. AUTHORIZE the Acting Executive Director, Department on Disability, or designee, to Negotiate and execute an agreement, and amendments to the agreement, subject to City Attorney approval as to form, with a service provider, in accordance with the City Procurement Policy and Charter Section 1022 (where applicable), and in compliance with the City's contracting requirements, between the City and the following provider:
 - a. The Industry List, Inc. dba Street Food Cinema
2. AUTHORIZE the Executive Director, Department on Disability, or designee, to prepare Controller Instructions and any necessary technical adjustments that are consistent with the Mayor and Council Action on this matter, subject to approval of

the City Administrative Officer (CAO), and authorize the Controller to implement the instructions.

BACKGROUND

The Department is charged with providing the proper planning, coordination, direction, and management of the City's annual ReelAbilities Film Festival.

DISCUSSION

The DOD released a Request for Proposals (RFP) on July 1, 2022 to solicit RAFFLA event production services. DOD received 2 proposals by the proposal due date of July 31, 2022. Out of the 2 proposals received, 1 was selected as eligible for funding based on available resources.

The contracted agency will be reimbursed solely for the services provided, up to the amount (but not exceeding) \$123,852 - the amount indicated in the contract. Any subsequent recommendations for funding allocations will be submitted to your office for prior approval.

FISCAL IMPACT STATEMENT

The approval of the recommendations has no additional fiscal impact on the General Fund. Funding in the amount of \$123,852 is available in Fund 849 – Mayor's Office for Handicap Trust, Appropriation Unit 65100N.

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
THE INDUSTRY LIST, INC. DBA STREET FOOD CINEMA**

THIS AGREEMENT made and entered into this Fourth day of October 2022 by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and The Industry List Inc dba Street Food Cinema, hereinafter called the "CONTRACTOR".

W I T N E S S E T H

WHEREAS, the Department on Disability hereinafter called the DOD, has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's annual ReelAbilities Film Festival; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor, which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

NOW, THEREFORE, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

SECTION I. INTRODUCTION AND CONDITION PRECEDENT

§101. Representatives of The Parties and Service of Notices

Ricki Rosales, Acting Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

AJ Yildirok or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

§102. Notices

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles
Department on Disability
201 N. Figueroa Street, Suite 100
Los Angeles, CA 90012
Attention: Ricki Rosales, Acting Executive Director

CONTRACTOR:

The Industry List, Inc. dba Street Food Cinema
4760 York Blvd.
Los Angeles, CA 90042
Attention: AJ Yildirok, Executive Director

§103. Changes

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

SECTION II. TERM AND SERVICES TO BE PROVIDED

§201. Term of Agreement

This Agreement shall be in effect for three (3) months from **September 1, 2022 to November 30, 2022**. The total length of this Agreement shall not exceed three (3) months, including any close-out activities.

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

§202. Termination of the Agreement

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.

2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidence by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

§203. Services to be Provided by the CONTRACTOR

CONTRACTOR shall provide services/deliverables as follows:

Schedule:

- October 21 - Friday - 6pm to 9pm - VIP Opening - 250 people
- October 22 - Saturday - 12pm - 10pm - GA
- October 23 - Sunday - 11am - 9pm - GA

DESCRIPTION

- 100 LOCATIONS \$33,439
- 200 SCREEN and A/V \$28,700
- 300 PRODUCTION \$8,720
- 400 STAFF \$22,080
- 500 PROMOTION \$12,000
- 600 CUSTOMIZED EVENT ELEMENTS \$375

700 CATERING & CONCESSIONS \$2,400
800 ENTERTAINMENT \$0
900 COVID COMPLIANCE \$120
SUBTOTAL \$107,834
CONTINGENCY \$2,000 (potential OT)
EVENT PRODUCTION FEE 12% \$12,940
EVENT INSURANCE FEE 1% \$1,078
GRAND TOTAL \$123,852

	CLIENT	LA CITY							0
	REELABILITIES FILM FESTIVAL 2022								
	200	SCREEN and A/V							\$28,700
		PROJECTORS		QTY	DAYS	RATE		ESTIMATE	
	200	Primary Projector	Projector Barco FLM 20k			\$3,500		\$0	
	201	Backup Projector	Projector Barco FLM 20k			\$3,500		\$0	
	202	Primary Projector	Christie 15k M Series			\$2,000		\$0	
	203	Backup Projector	Christie 15k M Series (Comped)			\$2,000		\$0	
	204	Primary Projector	Christie DWX 951 Q (8500 Lumens)			\$1,000		\$0	
		PREMIUM PROJECTORS		QTY	DAYS	RATE			
	210	Primary Premium Projector	DCP 30k Lumens + Laser + DCP Specialist (Christie CP 4330) - 4k			\$2,750		\$0	
	211	Backup Premium Projector	DCP 30k Lumens + Laser + DCP Specialist (Christie CP 4330) - 4k			\$2,750		\$0	
	212	Blackmagic ATEM Production Studio 4k	Media Converter / Switcher			\$300		\$0	
	213	LED Tile	GPC - 3 days	1	1	\$16,000		\$16,000	
		SCREENS		QTY	DAYS	RATE			
	220	Inflatable Screen	60' screen, 52' projection surface			\$4,000		\$0	
	221	Inflatable Screen	50' screen, 40' projection surface			\$3,000		\$0	
	222	Inflatable Screen	30'			\$2,000		\$0	
	223	Floating Screen + Truss	(size)			\$1,600		\$0	
	224	Custom Silverscreen Buildout						\$0	
	225	LED Screen	Comped by California Plaza					\$0	
		AUDIO		QTY	DAYS	RATE			
	230	Ambient Sound						\$0	
	231	Back Field Sound						\$0	
	232	Clear Comm Package				\$700		\$0	
	233	Audio Board	32 track			\$550		\$0	
	234	Audio Board	16 Track			\$125		\$0	
	235	Wireless Microphones	Senheiser			\$100		\$0	
	236	Wireless Microphones	Shure Axient Wireless System			\$500		\$0	
	237	Speaker & Stands	QSC K 12			\$80		\$0	
	238	Subwoofer	QSC K			\$80		\$0	
	239	FM Transmitter	(FM transmitter, antenna, c-stand, cabling, power, etc.)			\$1,000		\$0	
	240	Audio Package	GPC - 3 DAYS	1	1	\$11,800		\$11,800	
		POWER / LIGHTING		QTY	DAYS	RATE			
	250	Generator	Whisper			\$1,600		\$0	
	251	Generator	3k			\$75		\$0	
	252	Generator	7k			\$150		\$0	
	253	Fuel				\$575		\$0	
	254	Cabling				\$125		\$0	
	255	Cable Ramps				\$20		\$0	
	256	Distro	Spider boxes, 3-band adapters, etc			\$1,450		\$0	
	257	Lighting General	24 Uplights			\$650		\$0	
	258	Water Ballast				\$100		\$0	
	259	Lighting Package	GPC - 3 DAYS	1	1	\$800		\$800	
		A/V PRODUCTION SUPPLIES / MISC		QTY	DAYS	RATE			
	260	IMAG	1 camera set up, lights, labor			\$3,000		\$0	
	261	IMAG	2 camera set up, lights, labor			\$5,000		\$0	
	262	IMAG	Switcher for Multicamera			\$490		\$0	
	263	IMAG	Canon XA40			\$1,000		\$0	
	264	Still Photography Equipment						\$0	
	265	Movie Licensing				\$600		\$0	
	266	Media Management						\$0	
	267	Spotlight		1	1	\$100		\$100	
		OTHER AUDIO / VISUAL				RATE			
	270							\$0	
	271							\$0	
	272							\$0	

300 PRODUCTION					\$8,720
PRODUCTION EQUIPMENT & RENTALS		QTY	DAYS	RATE	ESTIMATE
301	Bungees			\$2	\$0
302	Folding Chairs	DOD Provides		\$6	\$0
303	Folding Tables	DOD Provides		\$13	\$0
304	Internet Hot Spots		2	\$100	\$600
305	Linens	DOD Provides		\$25	\$0
306	Pipe & Drape				\$0
307	Pop-Up Tents	10x10 - DOD Provides		\$100	\$0
308	Pop-Up Tent Walls				\$0
309	Rugs	Staging area protection/decór			\$0
310	Sand Bags		20	\$5	\$300
311	Stingers = 100 ft		10	\$15	\$450
312	Stingers > 50 feet		10	\$10	\$300
313	Trash / Recycling Cans		0	\$10	\$0
314	Trash Can Covers	Black	0	\$10	\$0
315	Walkies		10	\$15	\$450
316	Steel Deck	4'x8'x2' Riser for Stage	0	\$100	\$0
317	Patio Heaters			\$75	\$0
EXPENDABLES		QTY	DAYS	RATE	ESTIMATE
330	Restroom Paper Products			\$200	\$0
331	Expendables Supplies	1	1	\$200	\$200
332	Lighting Expendables			\$200	\$0
333	Parking, Tolls & Fuel				\$0
334					\$0
VEHICLE RENTALS & UNIT MANAGEMENT		QTY	DAYS	RATE	ESTIMATE
340	Deliveries Trucking			\$250	\$0
341	Dumpsters	California Plaza has trash bins	0	\$325	\$0
342	Event Site Clean-Up		0	\$600	\$0
343	Golf Carts			\$200	\$0
344	Heavy Equipment				\$0
345	Handwashing Stations	California Plaza has existing bathrooms		\$300	\$0
346	Portable Restrooms	California Plaza has existing bathrooms		\$135	\$0
347	Portable Restrooms	California Plaza has existing bathrooms		\$300	\$0
348	Portable Restrooms	California Plaza has existing bathrooms		\$600	\$0
349	Production Cube Truck		1	\$250	\$750
350	Production Cube Truck			\$350	\$0
351	Shipping / Receiving				\$0
352	House Keeping	GPC - Restrooms, restocking,..etc - see GPC budget for detail	1	\$5,670	\$5,670

CLIENT REELABILITIES FILM FESTIVAL 2022	LA CITY	0
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400 STAFF						\$22,080
PRODUCTION MANAGEMENT STAFF LABOR		# CREW	DAYS	RATE	ESTIMATE	
400	Event Manager	1	5	\$650	\$3,250	
401	Event Coordinator	1	5	\$550	\$2,750	
402	Tech Director			\$1,000	\$0	
403	Tech Manager			\$750	\$0	
404	Stage Manager			\$700	\$0	
405	GPC Production Manager	3 DAYS			\$2,400	
406	GPC FOH Manager	3 DAYS			\$2,160	
407					\$0	
GUEST SUPPORT LABOR		# CREW	DAYS	RATE	ESTIMATE	
410	VIP Liaison			\$300	\$0	
411	Guest List Manager			\$300	\$0	
412	Window Attendant			\$400	\$0	
413	Restroom Attendant			\$250	\$0	
ART LABOR		# CREW	DAYS	RATE	ESTIMATE	
420	Art Director			\$750	\$0	
421	Decorator			\$500	\$0	
422	Art Assistants			\$250	\$0	
A/V LABOR		# CREW	DAYS	RATE	ESTIMATE	
430	Projection Surface Install			\$750	\$0	
431	Photographer			\$750	\$0	
432	Videographer			\$1,000	\$0	
433	Drone Operator				\$0	
434	Projectionist			\$750	\$0	
435	GPC Audio Engineer	3 DAYS			\$2,100	
436	GPC Stage Hands	3 DAYS			\$1,920	
437	GPC Lighting Designer	3 DAYS			\$2,100	
438	Cabling Labor			\$350	\$0	
PRODUCTION ASSISTANTS		# CREW	DAYS	RATE	ESTIMATE	
440	GPC PA's	2 ASSISTANTS, 3 DAYS			\$2,400	
441	PA - Audio			\$450	\$0	
442	PA - Office	1	3	\$300	\$900	
443	PA - Event	1	3	\$350	\$1,050	
444	PA - Trucking	1	3	\$350	\$1,050	
OTHER LABOR		# CREW	DAYS	RATE	ESTIMATE	
450	Field Ushers			\$400	\$0	
451	Aggregated Overtime				\$0	
452					\$0	

500 PROMOTION					\$12,000
			UNIT	RATE	ESTIMATE
500	Promotions via SFC		1	\$7,500	\$7,500
501	Ticketing	Dedicated event page, private ticketing, customized backend	1	\$2,500	\$2,500
502	Graphic Design	Invitations, premiums, signage, credentials, reformatting, etc.	1	\$500	\$500
503	Marketing Support	GPC - 4 Weeks	1	\$1,500	\$1,500
504					\$0
OTHER PROMOTIONAL			NOTES		ESTIMATE
510					
511					
512					
513					
514					

600 CUSTOMIZED EVENT ELEMENTS					\$375	
BRANDED PREMIUMS		NOTES		QTY	RATE	ESTIMATE
600	Barricade Covers			\$5.00	\$0	
601	Bottle Carrier			\$3.00	\$0	
602	Bottled Sanitizer			\$1.50	\$0	
603	Bottled Water			\$1.75	\$0	
604	Branded Stickers			\$0.40	\$0	
605	Credentials with lanyards			\$1.00	\$0	
606	Dinner Bags			\$2.00	\$0	
607	T-shirts / Guests			\$10.00	\$0	
608	T-shirts / Staff			\$11.00	\$0	
609	Window Attendant Accessories	Window attendant gear, buckets, cleaner, squeegees		\$400.00	\$0	
610	Window Attendant Wardrobe			\$25.00	\$0	
611	Wristbands	Branded	1,500	\$0.25	\$375	
612	Step and Repeat	4 logo S&R, branded flats, 16' w x 8' h lighting				
613					\$0	
DESIGN		NOTES			ESTIMATE	
620	Lighting Design & Lighting					
621	CAD Layout / Drawing	Event Layout				
622	Event Design Rendering					
623	Drive Through Photo Op					
624	Other Design					

CLIENT	LA CITY	0
REELIABILITIES FILM FESTIVAL 2022		

700 CATERING & CONCESSIONS						\$2,400
FOOD & BEVERAGE			#	QTY	RATE	ESTIMATE
700	Food Trucks	Hosted food from Food Trucks for VIPs on Opening Night	1	0	\$20	\$0
701	Catering	On-site restaurant			\$30	\$0
702	Beverage Service	Non-alcoholic (Soda, water)			\$4	\$0
703	Beverage Service	Alcoholic - Hosted bar for VIPs on Opening Night	1	0	\$20	\$0
704	F&B Permits	County Health				\$0
705	Concessions	Popcorn, sealed			\$4	\$0
706	Concessions	Candy (details)			\$4	\$0
707	Concessions	Other:				\$0
708	Crew Meals		15	3	\$20	\$900
709	Craft Services		1	2	\$150	\$300
LABOR			DAYS	# PPL	RATE	ESTIMATE
710	Gift Bag Coordinator				\$450	\$0
711	Gift Bag Distributor				\$500	\$0
712	Gift Bag Assistant				\$350	\$0
713	Food & Beverage Coordinator		2	1	\$600	\$1,200
714	Wait Staff				\$250	\$0
OTHER CATERING / CONCESSIONS			#	QTY	RATE	ESTIMATE
720	Gift Bag Fulfillment				\$10	\$0
721						\$0
722						\$0
723						\$0
724						\$0

800 ENTERTAINMENT						\$0
PERFORMERS & ENTERTAINMENT LABOR			HRS / DAYS	# TALENT	RATE	ESTIMATE
800	Face Painter				\$600	\$0
801	3 Giant Games	Giant Jenga & Giant Connect 4 & Giant Checkers			\$900	\$0
802						\$0
803						\$0
804						\$0
ENTERTAINMENT SUPPLIES						ESTIMATE
810	DJ Lighting	Front and side lighting, spot light and stand				
811	DJ Booth	Branded DJ booth				
812	DJ Riser	8 risers / stage, carpet, skirt				
813	DJ Background Decor	Added buildout around DJ area				
814	DJ Equipment Rider					
815						
816						
817						

	LA CITY							0
	REELABILITIES FILM FESTIVAL 2022							
	900 COVID COMPLIANCE / HEALTH & SAFETY							\$120
	COVID COMPLIANCE LABOR				# PPL	DAYS	RATE	ESTIMATE
900	Lead Covid Compliance Officer					\$1,000	\$0	
901	Asst Covid Compliance Officers					\$500	\$0	
902	PPE Coordinators					\$500	\$0	
903	Medic					\$650	\$0	
904	EMT						\$0	
	COVID COMPLIANCE PURCHASES / EQUIPMENT				QTY	DAYS	RATE	ESTIMATE
910	PPE / Crew			12	2	\$5	\$120	
911	PPE / Talent						\$0	
912	PPE / Guests						\$0	
913	PPE / Client						\$0	
914	Covid Sanitation Rentals	sinks, restroom supplies, hand sanitizer stations				\$138	\$0	
915	Covid Sanitation Rentals	additional restroom rentals					\$0	
916	Covid Sanitation Rentals						\$0	
917	CCO Kits & Expendables					\$225	\$0	
	OTHER COVID H&S							ESTIMATE
920							\$0	
921							\$0	
922							\$0	
	COVID PROTECTIONS INCLUDE							0
	0							

1. The CITY will not assume the cost of parking fees/tickets incurred.
2. The CONTRACTOR will agree to meet as requested by the CITY for evaluation of effectiveness and to discuss any concerns in the provision of services to the CITY.

SECTION III. COMPENSATION

§301. Compensation and Method of Payment

1. The CITY will pay CONTRACTOR the amount set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR is not to exceed One Hundred Twenty Three Thousand Eight Hundred Fifty Two Dollars (\$123,852) based on the availability of funds, and unless modified by a contract amendment.
2. CONTRACTOR agrees that the amount listed above will be applied only to the services explicitly expressed in this Agreement. The CITY will not pay for lunch breaks, holidays or other surcharges for time of day or day of week.
3. The CONTRACTOR must submit invoices within seven calendar days after the end of the month, in a form/format that has been determined to be satisfactory to the CITY, identifying the request number; date and time, and a total only for that invoice. Outstanding amounts should not be seen on the invoice, CONTRACTOR is welcome to also submit a Statement in order to show any payments outstanding.
4. CONTRACTOR only will charge CITY for actual time services were provided.
5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks.
6. The CONTRACTOR must retain on file during the duration of the contract the supporting documents reflecting the charges to CITY. The CITY will make payment after review and approval of the invoices and the services provided.

§302. Additional Requirements

1. CONTRACTOR agrees to provide CITY with a report within 48-hours of the completion of the assignment at no charge.
2. CONTRACTOR shall designate a contact (designated individual) authorized to implement the terms of this Agreement and will provide CITY with that person's name and emergency contact information.

SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION

§401. Standard Provisions

The Standard Provisions for City Personal Services Contracts (Rev. 10-2017 V3) is hereby incorporated into and made a part of this Agreement as Appendix A.

SECTION V. MISCELLANEOUS

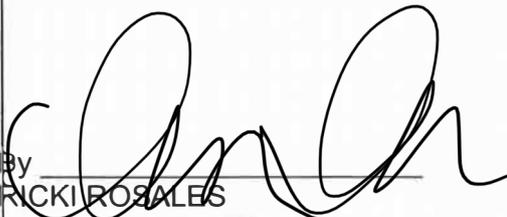
§501. Agreement

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).
3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

FOR THE CITY OF LOS ANGELES:

Executed this 5th day of
OCTOBER, 2022

By 
RICKI ROSALES
Acting Executive Director
Department on Disability

APPROVED AS TO FORM:

City Attorney

Executed this 7th day of
October, 2022

Wendy A. Loo-Smart
By Wendy A. Loo-Smart
Deputy City Attorney

CONTRACTOR:

Executed this 5th day of
October, 2022

By 
AJ Yildirok
Executive Director
TIL/Street Food Cinema

ATTESTED:

City Clerk

Executed this _____ day of
_____, 20_____

By _____
Deputy City Clerk

CITY Business Tax Registration Certificate Number: [0002435240-0001-6](#)
Internal Revenue Service ID Number: [72-1545197](#)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. **Termination for Convenience**

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

B. **Termination for Breach of Contract**

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

services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section

5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. *In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.*

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. **In the event that this Contract is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.**

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at

\$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1 INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at <http://cao.lacity.org/risk/index.htm>. 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 Form Gen. 133 (Rev. 10/17) 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.

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: _____

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