

0150-12365-0000

**TRANSMITTAL**TO  
The City CouncilDATE  
08/03/2023

COUNCIL FILE NO.

FROM  
The MayorCOUNCIL DISTRICT  
ALL**First Amended and Restated Professional Services Agreement No. C-136998 with the Los Angeles Cable Television Access Corporation for Operation of the Citywide Mixed-Use Public, Educational, and Community Access Channel**

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 attached report from the City Administrative Officer.

  
MAYOR

(Chris Thompson for)

MWS:ADP:11230127c

CAO 649-d

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

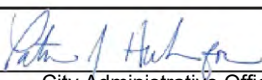
To: Mayor	Date: 05-26-2023	C.D. No. All	CAO File No.: 0150-12365-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Maggie McNally 213-978-3091	
Reference: Transmittal from ITA dated April 27, 2023			
Purpose of Contract: Operation of the Citywide Public, Educational, and Community Access Channel (LA Channel 36)			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-136998		Contract Term Dates: July 1, 2020 through June 30, 2025	
Contract/Amendment Amount: \$ 2,525,000			
Proposed amount \$ 1,010,000+ Prior award(s) \$ 1,515,000 = Total \$ 2,525,000			
Source of funds: Public, Educational, and Governmental Development Fund			
Name of Contractor: Los Angeles Cable Television Access Corporation (LACTAC)			
Address: 10370 Slusher Dr. #9, Santa Fe Springs, CA 90670			
	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: 50%			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

## RECOMMENDATION

That the Council authorize the General Manager of the Information Technology Agency, or designee, to execute the First Amended and Restated Professional Services Agreement No. 136998 with the Los Angeles Cable Television Access Corporation (LACTAC) to extend the term of the Agreement by two additional years through June 30, 2025, with an annual expenditure limit of \$505,000 and a new maximum compensation amount of \$2,525,000 for the proposed five-year term, subject to the approval of the City Attorney and the Contractor's submission of documentation in accordance with the City's First Source Hiring and Equal Benefits ordinances.

## SUMMARY

The Information Technology Agency (ITA) requests approval to execute the proposed First Amended and Restated Professional Services Agreement No. 136998 (Amendment) with the Los Angeles Cable Television Access Corporation (LACTAC) to continue operation of the public, educational, and community access cable television channel LA Channel 36. The proposed Amendment would extend the term of the Agreement by two years through June 30, 2025 for a total term of five years. The proposed Amendment maintains an annual expenditure of \$505,000, and increases the current Agreement compensation limit to \$2.525 million.

Austin Patrick		
ADP	Analyst	11230127c
		City Administrative Officer

The non-profit LACTAC has operated LA Channel 36, which is one of the City's four Public, Educational, and Governmental (PEG) Access channels, through various City agreements, including Contract No. C-108757, since 1991. In 2019, the City Attorney recommended ITA issue a Request for Proposals (RFP) to solicit vendors to provide this service. On June 28, 2019, ITA issued an RFP, and LACTAC was selected and granted the current three-year contract (C-136998) to provide management, scheduling, and operations of LA Channel 36 effective July 1, 2020 through June 30, 2023. A new RFP is in process to seek a provider to continue operation and management of LA Channel 36. As the services provided under the current Agreement are necessary for LA Channel 36 to continue broadcasting, ITA is seeking to amend the existing Agreement to extend the term two additional years through June 30, 2025 to allow sufficient time to complete the new RFP process and provide sufficient time to complete a transition to a new vendor if a vendor other than LACTAC were to be selected.

The Contractor has complied with most applicable City contracting requirements, and is in the process of renewing its First Source Hiring and Equal Benefits ordinance affidavits which will be verified before the Amendment's attestation. In accordance with Charter Section 1022, the Personnel Department determined that the City does not have City classifications with the expertise to perform the work proposed to be contracted. As this Amendment would extend the total contract duration to a term longer than three years, it requires Council approval pursuant to Administrative Code section 10.5 (a). The proposed Amendment includes a ratification clause to allow the Contractor to continue to provide services prior to the execution of the Amendment.

## **FISCAL IMPACT STATEMENT**

The 2023-24 Proposed Budget, as amended by the City Council and pending adoption, includes funding for this Agreement within the Public, Educational, and Government Development Fund. There is no impact to the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendation of this report is in compliance with the City's Financial Policies as contract expenditures are limited to the appropriation of funds made by the City for this purpose.

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST  
200 N MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
213.978.3311

[ita.lacity.org](http://ita.lacity.org)

**TED M. ROSS**  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

**MARYAM ABBASSI**  
ASSISTANT GENERAL MANAGER

**BHAVIN PATEL**  
ASSISTANT GENERAL MANAGER

**TITA ZARA**  
ASSISTANT GENERAL MANAGER

**EDUARDO MAGOS**  
ACTING ASSISTANT GENERAL MANAGER

April 27, 2023

REF: EXE-221-23

Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL FOR AMENDMENT NO. 1 TO CONTRACT C-136998 FOR PUBLIC, EDUCATIONAL AND COMMUNITY ACCESS CABLE TELEVISION SERVICES WITH THE LOS ANGELES CABLE TELEVISION ACCESS CORP.**

Dear Mayor Bass:

Attached for your review and approval is Amendment No. 1 to Contract C-136998 with Los Angeles Cable Television Access Corporation (LACTAC) to provide public, educational, and community access cable television services. The amendment extends the contract for two additional years through June 30, 2025, with no increase to the contract expenditure limit.

## BACKGROUND

In 1984, Congress gave local franchising authorities the legal power to require cable television operators to reserve cable channels for Public, Educational, and Governmental (PEG) access use. Pursuant to these laws, the City of Los Angeles' Information Technology Agency (ITA) has been responsible for the oversight and control of four separate PEG cable/video TV channels. The City Council and Mayor, upon the recommendations of its advisory bodies, determined that one of the PEG channels would be operated as a mixed-use Public, Educational, and Community Access channel. The non-profit LACTAC was established by the City in 1991 to operate the mixed-use Public, Educational, and Community Access channel, known as LA Channel 36. (C.F. 06-2818)

From 1991 to 2019, the City awarded LACTAC a series of one-year grants to provide management of LA Channel 36, until the City Attorney recommended that ITA issue a Request for Proposals (RFP) to establish a more long-term contract.

On June 28, 2019, ITA issued a competitive RFP for Public, Educational, and Community Access Cable Television Services. LACTAC was selected through this RFP and was granted a three-year contract (C-136998) to provide complete management, scheduling, and operations of LA Channel 36. The effective start date was July 1, 2020, with an expiration date of June 30, 2023.

In November 2020, ITA's Telecommunications Regulatory Officer (TRO) retired through the Separation Incentive Program (SIP) due to the COVID-19 Pandemic. The position was vacant until ITA's ability to hire a new TRO in September 2022. The ITA has been unable to start a new competitive bidding process to replace the 2019 contract in time for the contract termination.

The City has started working on a new RFP to seek a qualified provider to operate and manage LA Channel 36, but a new contract cannot be executed by the end of the current contract's term. In the meantime, services provided under this contract are still needed for LA Channel 36 to continue to broadcast and stay on the air; therefore, ITA seeks to amend Contract C-136998 to extend the term two additional years through June 30, 2025.

## **CONTRACT COMPLIANCE**

The Personnel Department has determined, in accordance with Charter 1022, that the City does not have employees with the required expertise and skills to provide the complete management, scheduling, and operational services of LA Channel 36.

The Disclosure Ordinance affidavit is still valid. LACTAC will renew its First Source Hiring and Equal Benefits ordinance affidavits and will have them verified before the amendment's attestation.

The Contractor Responsibility Ordinance Questionnaire (CROQ) was verified by Public Works' Bureau of Contract Administration, Office of Contract Compliance (BCA-OCC) on January 28, 2020.

The City Ethics' CEC Form 50 - Bidder Certification was completed and submitted by the proposer.

The City Ethics' CEC Form 55 - Prohibited Contributors (Bidders) form was submitted to the Ethics Commission on November 19, 2019.

The vendor has a valid Los Angeles Business Tax Registration Certificate.

The headquarters address and workforce information are as follows:

Los Angeles Cable Television Access Corporation  
10370 Slusher Drive #9  
Santa Fe Springs, CA 90670  
% of Workforce residing in the City of Los Angeles: 50.0%

The City Attorney has reviewed and approved the amendment as to form.

## **FISCAL IMPACT STATEMENT**

Funding for the proposed amendment is available in the Public, Educational, and Government Development Fund. There is no impact to the General Fund. Contract expenditures are limited to the availability of funds appropriated in the budget.

Honorable Karen Bass

April 27, 2023

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## RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or designee, to execute a contract amendment to extend the term of Contract C-136998 two years through June 30, 2025.

Please contact Tita Zara, Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Ted Ross", with a checkmark at the end.

Ted Ross  
General Manager

## Attachments

ec:     Melissa Velasco, CAO  
          Austin Patrick, CAO  
          Maryam Abbassi, ITA  
          Tita Zara, ITA  
          Roger Fernandez, ITA  
          Manuel Giron, ITA  
          Maria Ramos, ITA  
          Maggie McNally, ITA  
          Maria Delas Alas, ITA

**FIRST RESTATED AND AMENDED PROFESSIONAL SERVICES AGREEMENT  
NUMBER C-136998**

**between**

**THE CITY OF LOS ANGELES**

**and**

**LOS ANGELES CABLE TELEVISION ACCESS CORPORATION**

THIS FIRST RESTATED AND AMENDED CONTRACT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), and the Los Angeles Cable Television Access Corporation (hereinafter referred to as "Grantee" or "LACTAC"), a California nonprofit corporation.

WITNESSETH:

WHEREAS, ITA is responsible for providing the oversight and control of four separate Public, Educational, and Governmental Access ("PEG") cable/video TV channels;

WHEREAS, based upon the recommendations of its advisory bodies, the City Council and Mayor determined that one PEG channel, LA Channel 36, should be operated as a mixed-use Public, Educational, and Community Access channel (Council File 06-2818);

WHEREAS, pursuant to a request for proposals released by ITA on June 28, 2019, Grantee, which is a non-profit entity, was selected to operate LA Channel 36;

WHEREAS, effective July 1, 2020, the City and Grantee entered into Contract C-136998, whereby Grantee agreed to provide complete management, scheduling, and operational services of LA Channel 36;

WHEREAS, the parties desire to amend the term of Contract C-136998 through this First Restated and Amended Contract to extend the contract for an additional two years through July 1, 2025, to allow Grantee to continue to provide services while the City establishes a new contract.

NOW, THEREFORE, in consideration of the above recitals and covenants and agreements hereinafter set forth, the City and Grantee hereby covenant and agree as follows:

**I. TERM OF CONTRACT**

The term of this Contract shall commence on July 1, 2020, and shall terminate five years therefrom on June 30, 2025, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

## **II. COMPENSATION AND PAYMENT**

### **A. Total Agreement Expenditure**

The City's total obligation under this Agreement shall not exceed grant funding allocated from the City in the amount of Five Hundred Five Thousand Dollars (\$505,000.00) per year for the term of this Agreement.

### **B. Invoices**

Grantee shall submit quarterly invoices to the City as follows:

Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expense.

Grantee's invoices must conform to City standards and include, at a minimum, the following information:

1. Name and address of Grantee;
2. Name and address of the City department being billed;
3. Date of the invoice and the period covered;
4. Reference to this Agreement number;
5. Reference to the ITA Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by Grantee;
6. Description of the services performed and the amount due for the services;
7. Name(s) of all Grantee's personnel performing the services for the City department, the number of hours worked for each person, and the hourly rate for each person;
8. Payment terms, total due and due date;



9. Certification by a duly authorized officer;
10. Remittance Address (if different from Grantee's address);
11. Grantee's City of Los Angeles Business Tax Registration Certificate Number; and
12. Grantee's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Grantee's letterhead, contain Grantee's official logo, or contain other unique and identifying information such as name and address of Grantee. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Grantee. The City will not compensate Grantee for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

### **III. SCOPE OF WORK**

Grantee shall provide complete management, scheduling and operation of the Citywide Access Channel 36 for Public, Educational, and Community Access programming purposes, the primary purpose being the coordination and facilitation of the provision of Public, Educational, and Community Access programming on Citywide Access Channel 36 ("Access Channel").

The types of services to be performed and restrictions that apply through this Agreement include, but are not limited to:

1. The Grantee shall provide a detailed plan for the commencement of services that should include plans for the provisioning of the Access Channel operations, maintenance, test plans and procedures, and

monthly schedules for commencement and implementation of services, for at least the first year of services to be provided under this Agreement, certified by the legal representative or designee of the Grantee.

2. When requested by the City, the Grantee shall provide infrastructure and technology to connect the Public, Educational, and Community Access programming point of origination to the City's video/cable TV operators' facilities as directed by the City and those operators.
3. Meeting management and operation service level requirements, which must be provided immediately on July 1, 2020, using limited available capital funding of Two Hundred Fifty-Five Thousand Dollars (\$255,000) per year and operational funding of Two Hundred Fifty Thousand Dollars (\$250,000) per year. The City expects the Grantee to obtain additional funding to continue to provide production and programming services for the Access Channel no later than the beginning of the second year of this Agreement.
4. Provide scheduling content and programming in a play-out system for cable-casting and streaming of non-commercial Public, Educational, and Community Access programming (original taped, original live, and non-original) on the Access Channel, Channel 36, twenty-four (24) hours per day, seven (7) days per week. The airing of Public Access programming shall be no less than ten percent (10%) of the total daily average air time as measured on a weekly basis or as directed by the ITA.
5. The Grantee shall provide programming content for cable-casting and streaming of that content as well as programming support, as necessary, to the City's Public, Educational, and Community Access programmers when requested, subject to reasonable limitations as determined by the Grantee and when necessary, in consultation and direction of the ITA.
6. Actively promoting the use and benefits of the Access Channel to City residents and specifically to the Public, Educational and Community Access community.
7. Charging reasonable, nondiscriminatory fees for use of the Access

Channel, facilities, and equipment in order to help defray the costs of operation; provided, however, that commercial use of the Access Channel and/or its facilities or equipment is prohibited.

8. Managing programming, in part, as follows:
  - a) All programs produced or acquired with funds, equipment, facilities, or staff provided under this Agreement shall: (i) be non-commercial and Public, Educational and Community Access content; (ii) be produced or acquired with the intent of distributing such programs over the Access Channel; and (iii) actually be distributed on the Access Channel, to the extent that such programming satisfies the Grantee's quality standards and distribution guidelines as approved by the City.
  - b) Whenever utilizing funding from any sponsor, advertiser, or program underwriter, the Grantee shall adhere to generally accepted and lawful Public, Educational, and Governmental Access production practices and standards and, as applicable, production guidelines set forth in Public Broadcasting Service's, "Producing for PBS: A How to Manual for Producers, 'Funding Standards and Practices'," which from time-to-time may be amended, and can be accessed at <http://www.pbs.org/producers/guidelines/index.html> or as directed by ITA.
9. The Grantee shall maintain adequate insurance coverage for all its operations, including a policy naming the City as an additional insured, in the amounts set forth in Form 146 attached to Appendix A of this Agreement. A failure to provide such insurance coverage shall be immediate grounds for revocation of the grant by the City.
10. No later than the 1st day of February of each year, the Grantee shall submit to the ITA a draft annual business plan (the "Annual Plan"), for the City's review and comment. The Annual Plan shall outline activities and programs planned for the following fiscal year commencing on the 1st day of July and ending the 30th day of June. In preparing this Annual Plan, the Grantee shall reasonably conform to the format(s) preferred by ITA, provided that ITA has supplied to the Grantee a written description of the format(s) reasonably in advance of the due date of the Annual Plan. At a

minimum, the Annual Plan shall contain:

- a) A description of Access Channel activities and service-oriented objectives planned by the Grantee; and
  - b) A statement of anticipated number of hours of local original Public, Educational, and Community Access programming for the Access Channel; and
  - c) A detailed operating and capital equipment and facilities budget for the Access Channel; and
  - d) No later than the 15th day of April of each calendar year, the Grantee shall provide a final Annual Plan reasonably acceptable to ITA in a format consistent with ITA's prior written comments. ITA shall provide such comments, in writing, by the 15th day of March of each calendar year.
11. Within 30 days of the execution of this Agreement by the City and the Grantee, the Grantee shall furnish to ITA: (i) a copy of Grantee's current corporate by-laws; (ii) a list of Grantee's current Board members, with domicile mailing addresses; (iii) a list of all employees, their classifications, their work descriptions, and their salaries; and (iv) a "LACTAC Guide to Rules and Procedures for Public, Educational and Community Access Users" as Exhibit B to be developed and issued by the Grantee and approved by ITA prior to execution of this Agreement." Each semi-annual report and the final report required by this Agreement shall describe any change occurring with respect to any of these items during the reporting period.
12. No later than the 30th day of June each calendar year, the Grantee shall furnish to ITA a complete written inventory list of all audio/video equipment and facilities (i) purchased or leased with funds received pursuant to this Agreement; (ii) donated to the Grantee by the City; or (iii) provided to the Grantee by any third parties with whom the Grantee renders programming services to by way of a third-party agreement to which the City is not a party. The Grantee written inventory shall identify the funding source of each item listed thereon.
13. The Grantee shall regularly maintain and repair all reasonably

useful or reasonably serviceable audio/video equipment purchased with funds received pursuant to this Agreement, donated to Grantee by the City, and/or provided to the Grantee by third parties. If the Grantee believes that repair or continued maintenance of any such item of equipment is counterproductive, it shall so inform ITA in writing prior to discarding or otherwise releasing control of such equipment, and ITA shall determine what action is appropriate with respect to such equipment. The Grantee shall maintain a record of all equipment maintenance and repair activities (including preventive maintenance), as well as all instances where it intends to discard or otherwise release control of such equipment. The Grantee shall make this record available to the City upon request.

14. The Grantee shall comply with all federal, state, and local laws and with all relevant terms and conditions contained in this Agreement and any additional agreements between the Grantee and the City.
  - a) The Grantee shall also comply with all applicable federal, state, and City nondiscrimination and Affirmative Action provisions. In performing the services contemplated in this Agreement, the Grantee shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, gender, sexual orientation, age, disability, domestic partner status, marital status, or medical condition.
  - b) The Grantee shall not discriminate in the provision of services described or referred to in this Agreement, on the basis of race, religion, national origin, ancestry, gender, sexual orientation, age, disability, domestic partner status, marital status, or medical condition.
15. In the event that the Grantee desires additional City funding, the Grantee shall provide a formal request, including justifications and a revised annual budget, to the City on or before the 1st day of October of each year.
16. The Grantee shall control all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or non-renewal of this Agreement all such equipment and/or facilities purchased with funds received

pursuant to this Agreement shall become the property of the City. The Grantee shall not use any property purchased with funds provided by the City to secure any type of loan or line of credit, unless previously approved in advance in writing by ITA.

17. Upon the dissolution of the Grantee, it shall, subject to the approval of the City, transfer all assets representing City-funded equipment and facilities and/or the fair market proceeds of either, to the City, or at the City's option, to any entity designated by the City.
18. The Grantee shall submit two written semi-annual reports to ITA. The first semi-annual report under this Agreement shall be due on or before the 15th day of January of each year. The second semi-annual report shall be due on or before the 31st day of May of each year. Each written report referred to in this Paragraph shall consist of:
  - a) An analysis of the Grantee's accomplishments during the preceding period;
  - b) A description of the Grantee's activities related to the reasonable performance measures in accordance with the performance measures set forth in Exhibit C of this Agreement. Grantee shall comply with such performance measures in the delivery of its services;
  - c) The Grantee's Board Meeting Agendas, Minutes, and associated documents of the preceding period; and
  - d) A report on the expenditure of funds, including a year to date budget summary by quarter, and all revenue/expense information as specified in a format to be provided by ITA;
  - e) A comprehensive budget analysis that includes a year-over--year comparison chart of income and expenditures (when applicable);
  - f) A description of any changes to the "LACTAC Guide to Rules and Procedures for Public, Educational and Community Access Users," attached as Exhibit B to this Agreement which changes shall remain subject to approval for the term of this Agreement by the ITA;

- g) The budget for the operating year commencing July 1, 2023, to June 30, 2024, attached as Exhibit A. Grantee shall provide its services under this Agreement for that budget year in accordance with that budget.
19. The City reserves the right to audit the Grantee's financial records subject to the City providing at least 72-hours advance written notice of the audit to the Grantee. Such advance notice shall be made during normal business hours. The Grantee shall agree to provide complete access to its financial records and shall expeditiously supply to the City or its designees all relevant documentation and records upon request. Failure to provide requested documents may result in revocation of this Agreement by the City.
20. The Grantee shall establish and maintain an adequate accounting and internal control system in accordance with "Generally Accepted Accounting Principles" ("GAAP"). Failure to maintain adequate accounting and an internal control system in accordance with GAAP may result in revocation of this Agreement. All reports, accounting and financial records shall be kept and maintained by Grantee for a period of at least four years after expiration of termination of this Agreement, and shall be made available to the City upon request.
21. No later than November 15, 2020, and every year thereafter on that same month and date, the Grantee shall submit to the ITA a report prepared by an independent public accountant ("Auditor") certified to perform audits that conform to GAAP. The yearly audit performed in accordance with GAAP, shall state the complete financial position of the Grantee as of the 30th day of June 2020, and every year thereafter on the same month and date for the preceding fiscal year ending June 30th. The methodology employed in this audit must be approved in writing by the City prior to the Auditor beginning this audit.
22. Any funds from the City, used for travel by the Grantee must follow the travel policies of the City, which shall be made a part of this Agreement, attached as Exhibit D. If a dispute arises, the City and Grantee will exercise reasonable efforts to resolve the dispute within 30 days.

23. The Grantee shall establish and maintain 24-hour program logs for cable-casting on the Access Channel, including blocks of electronic text messages.
24. The Grantee shall establish and maintain internet access to Public, Educational, and Community Access programming cablecast on the Access Channel or retained for internet viewing by the Grantee, including the provision of "on-demand" or video library access capacity and services.
25. The Grantee agrees that either upon the expiration or termination of this Agreement any unexpended or unencumbered funds shall be immediately returned to the City not later than 30 days after the expiration or termination date.
26. The Grantee understands and acknowledges that the City is under no obligation to award any future grants to the Grantee and that the City retains complete control over the Access Channel at all times subject to the terms and conditions of this Agreement.
27. The Grantee understands and acknowledges that the City retains sole and complete discretion and control over the designated carriage and assignment of the Access Channel to the Grantee and that the City may take immediate control of the Access Channel signal feed to the City's video/cable TV operators if the City deems the Grantee to be in any material breach of any of the terms and conditions of this Agreement.

#### **IV. AGREEMENT AUDITS**

Grantee agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide the City or its delegate, at no cost, with any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Grantee further agrees to maintain such records for a period of three years after final payment under this Agreement.

#### **V. PARTIES TO THIS AGREEMENT AND REPRESENTATIVES**



The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

**A. Parties to this Agreement**

The parties to this Agreement are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Grantee: Los Angeles Cable Television Access Corporation, a California nonprofit corporation, having its principal address at 10370 Slusher Drive #9, Santa Fe Springs, CA 90670,

**B. Grantee's Representative**

Grantee hereby appoints the following person to represent Grantee with respect to all matters pertaining to this Agreement. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this agreement.

Name: Carla Carlini  
Title: President and General Manager  
Address: 10370 Slusher Drive #9  
Santa Fe Springs, CA 90670  
Telephone: (213) 346-3864  
Email: ccarlini@lachannel36.com

**C. City's Representative**

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Agreement:

Name: Tita Zara  
Title: Assistant General Manager

Address: 200 North Main Street, Room 1400

Los Angeles, CA 90012

Telephone: (213) 978-3346

Email: tita.zara@lacity.org

**D. City's Project Manager**

The City hereby appoints the following person to act as the project manager:

Name: Manuel Giron

Title: Telecommunications Regulatory Officer I

Address: 200 North Main Street, Room 1400

Los Angeles, CA 90012

Telephone: 213-820-7656

Email: manuel.giron@lacity.org

**E.** Formal notices, demands and communications from Grantee shall be given to the City's Representative with copies to the City's Project Manager.

**F.** Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

**G.** If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five working days of said change.

**VI. NAME CHANGE**

In the event that Grantee undergoes either an ownership change and the new owner is able to comply with all Agreement terms and conditions, or a name change, the General Manager of the ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Grantee name.

## **VII. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Grantee shall comply with Los Angeles Administrative Code Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Grantee failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

## **VIII. GRANTEE PERFORMANCE EVALUATION**

At the end of this Agreement, the City will conduct an evaluation of the Grantee's performance. The City may also conduct evaluations of the Grantee's performance during the term of this Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Grantee assigns to this Agreement. A Grantee who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Grantee, to evaluate proposals and to conduct reference checks when awarding other personal services Agreements.

## **IX. AGREEMENT MODIFICATIONS, CHANGES OR AMENDMENTS**

This Agreement plus specific documents cited herein constitutes the entire Agreement between the City and Grantee and may be amended by further written agreement.

## **X. CITY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Grantee's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Grantee in writing of any such non-appropriation of funds at the earliest possible date.

## **XI. ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, and by the parties in

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

## **XII. RATIFICATION CLAUSE**

Due to the need for Grantee's services to be provided continuously on an ongoing basis, Grantee 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.

## **XIII. APPENDICES**

The following appendices and exhibits are hereby incorporated into and made a part of this Agreement by this reference.

- Exhibit A: Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- Exhibit B: LACTAC 2023-24 Proposed Budget
- Exhibit C: LACTAC Guide to Rules and Procedures for Public, Educational and Community Access Users
- Exhibit D: LACTAC Performance Measures
- Exhibit E: Travel Policy

In the event of an inconsistency between any of the provisions of this Agreement and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Agreement
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D
6. Exhibit E

**IN WITNESS THEREOF**, the City and Contractor hereto have caused this Second Amendment to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

CITY OF LOS ANGELES

Hydee Feldstein Soto

City Attorney

By: \_\_\_\_\_

Joshua M. Templet

Deputy City Attorney

Date: \_\_\_\_\_

ATTEST:

Holly Wolcott

City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Tita Zara

Assistant General Manager

Information Technology Agency

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Los Angeles Cable Television Access Corporation.

Date: \_\_\_\_\_

# **Exhibit A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

## 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](http://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.

#### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.



## **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](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

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

## Required Insurance and Minimum Limits

Name: Los Angeles Cable Television Access Corporation (LACTAC)Date: 03/16/2023Agreement/Reference: Provide Complete Management, Scheduling & Operational Services for Channel 36

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

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☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

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☒ **General Liability**
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐ \_\_\_\_\_

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

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 \_\_\_\_\_ **Professional Liability** (Errors and Omissions)
 

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Discovery Period 12 months After Completion of Work or Date of Termination


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

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

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 \_\_\_\_\_ **Pollution Liability**


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☐ \_\_\_\_\_

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 \_\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**


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100% of the contract price

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 \_\_\_\_\_ **Crime Insurance**


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Other: Sent to Maria Monina Delas Alas @ ITA

1) 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.

2) 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://lacity.org/cao/risk/InsuranceForms.htm>

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# **Exhibit B**

LACTAC 2023-24 Proposed Budget

# Los Angeles Cable Television Access Corporation

## City & LA36 Budget

July 1, 2023 thru June 30, 2024

July 1, 2023 - June 30, 2024			
	City	LA36	Budget
<b><u>Operational Funding</u></b>			
<b>Income</b>			
420-00 · Grant Income City of LA	255,000.00	0.00	255,000.00
430-00 · Program Service Fees	0.00	10,000.00	10,000.00
440-00 · Production Service Fees	0.00	600,000.00	600,000.00
450-00 · DVD Duplication	0.00	1,000.00	1,000.00
<b>Total Income</b>	<b>255,000.00</b>	<b>611,000.00</b>	<b>866,000.00</b>
<b>Expense</b>			
Total 1 · Personnel	183,250.00	63,835.00	247,085.00
Total 2 · Technical Consultants	0.00	20,407.00	20,407.00
Total 3 · Occupancy	30,000.00	72,983.00	102,983.00
Total 4 · Supplies	1,500.00	5,100.00	6,600.00
Total 5 · Insurance	3,000.00	19,843.00	22,843.00
Total 6 · Vehicles	1,200.00	34,550.00	35,750.00
Total 8 · Other	0.00	7,000.00	7,000.00
9 · Production Expenses	36,050.00	385,000.00	421,050.00
<b>Total Operations Expense</b>	<b>255,000.00</b>	<b>608,718.00</b>	<b>863,718.00</b>
<b>Net Operational Funding</b>	<b>0.00</b>	<b>2,282.00</b>	<b>2,282.00</b>
<b><u>Capital Funding</u></b>			
Capital Funding Income	255,000.00	0.00	255,000.00
Capital Funding Expense	255,000.00	0.00	255,000.00
<b>Net Capital Funding</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net LA36 Income</b>	<b>0.00</b>	<b>2,282.00</b>	<b>2,282.00</b>

## **Exhibit C**

LACTAC 2023 LACTAC Guide to Rules and Procedures  
for Public, Educational and Community Access Users

## **Los Angeles Cable Television Access Corporation (LACTAC)**

### **Public Access Guidelines**

#### **Public Access In The City Of Los Angeles**

The Los Angeles City Council adopted Option One of the recommendations and options provided by the Board of Information Technology Commissioners for Public, Educational and Governmental Access (PEG) commencing January 1, 2009.

Until further notice, LA36 (LACTAC) will carry the "Best Of" Public Access programming in the City of Los Angeles. "Best Of" will be decided by an advisory committee who will review content on a quarterly basis. Approved content will then be scheduled on a First-come, First-serve basis in the station's allocated time slots. The remainder of submitted content will be housed on a website hosted by LA36 (same submission rules apply). The City will be unable to provide Public Access studios due to changes in state law. In addition, LA36 does not have studio capacity or equipment for loan. However, LA36 does provide production services for a minimum fee of \$500 dollars per show. Please contact the LA36 offices for more information.

#### **Submission Guidelines:**

These guidelines apply to Public Access content supplied to LA36 by Los Angeles stakeholders. All submissions must include a signed compliance form and a completed playback request form. Do not submit masters as no submissions will not be returned, regardless of whether or not the program is selected for cablecasting or not. LACTAC and its advisory board will base its decisions to air programming based on many factors including the following guidelines:

#### **Who can submit programming:**

Any individual over 18 years of age or non-profit stakeholder in the City of Los Angeles. There is no fee associated with airing on LA36.

#### **When to submit programs:**

LACTAC will accept programming via mail on a quarterly basis. The Public Access Advisory committee will review program submissions once a quarter. Please submit content by the following dates: February 1, May 1, August 1 and December 1. Any content submitted after the aforementioned dates will be judged in the next quarter. You may submit as many programs as you would like at one time up to 26 hours (29 or 59 minute shows or one year's worth) of content in a calendar year.

#### **Program restrictions:**

Programs must not contain any of the following: gambling, obscenity, sexual content, solicitation of funds, advertising, promotion of commercial products and/or services, misrepresentation of illegalities such as libel, slander, defamation, invasion of privacy or publicity rights, unfair competition or copyright violation.

Episodes will receive no more than 2 airings in a year. Ideally shows will be the standard lengths of 29:30 or 59:00 minutes. No single public access community producer shall monopolize the channel time or a

specific time slot. No single public access producer may have more than one hour of public access channel space in any given week and a maximum of two hours of channel space per month. Individual episodes only need to be submitted once. Once selected to air on LA36 you may request a second airing by writing to [publicaccess@lachannel36.com](mailto:publicaccess@lachannel36.com).

The Advisory Committee makes all final decisions in regard to what it deems the “Best Of” Public Access. While LA36 generally conducts business in English, you are welcome to submit programs in any language. Programs submitted in languages other than English MUST also be submitted with an English transcript.

### **Once my program is selected for air how will my program be scheduled?**

LACTAC will, to the best of its ability, provide channel time on a first-come, first-served basis, subject to the policies and guidelines herein. LA36 will exercise scheduling discretion to ensure access for new channel users, single programs, series and special events. Channel time is made available on a reasonable, nondiscriminatory basis. Locally produced works take precedence over programs produced outside of Los Angeles. Notification of cablecast dates will be given via email.

### **Single Show:**

A “special” or stand-alone single program (not part of a series) will receive no more than 2 airings in a calendar year and will be scheduled on a first-come, first served basis. No than one hour of public access channel space in any given week and a maximum of two hours of channel space per month.

### **Series Show**

Series program producers are allotted 4 (30 minute) blocks per month. We are unable to guarantee specific time slots to anyone.

We reserve the right to make changes to the scheduled air date and time without advanced notice . We are not liable for any mistakes, omissions or interruptions in the cablecast and any other means of distribution of programs.

### **Where to submit:**

Please see digital file sharing category below.

**WE DO NOT ACCEPT WALK INS OR DROP OFFS.**

1. All submissions must include a signed compliance form and a completed playback request form.
2. Submit the show with a copy of a photo I.D. with your birth date
3. A copy of a document with your current Los Angeles address such as a utility bill
4. LACTAC will not return any submitted content.
5. You may submit as many programs as you would like at one time up to 26 hours (29 or 59 minute shows or one year’s worth) of content in a calendar year.

### **TECHNICAL STANDARDS**

These standards are required for every submitted program — individual and series.

#### **1. AUDIO FORMAT REQUIREMENTS**



- a) Program audio shall be recorded on both channels (stereo preferred or dual mono). Programming consisting exclusively of dialog on one channel and ambience on the other audio channel must be mixed to mono and recorded on both audio channels. Audio shall be recorded in phase.
- b) Maintain optimum audio level at -10 db. Do not go over – 4 db to avoid sound distortions.
- c) Any language. (If any other language other than English it MUST be submitted with a English transcription)

#### **1. DIGITAL FILE REQUIREMENTS**

- Digital Format HD Only. No resolution greater than 1920 x 1080
- Episodes should start with 10 seconds of black
- Slate with program title, producer or organization name, segment or episode title, date and tape number
- Program begins, fade in from black
- Program ends with credits, fade out to black.
- Shows may include underwriting at the start or end of the program. Logos only for 10 seconds. No voice over, business mailing address, phone or fax number or web address may be included with underwriting acknowledgements.
- Stable control track throughout.
- Video and audio tracks well synchronized to avoid lip-synch problems.

#### **3. DIGITAL FILE SHARING**

ALL producers must send content via file share to [strumbo@lachannel36.com](mailto:strumbo@lachannel36.com). Digital files must be in MP4 format. There are many file sharing websites to choose from i.e. Dropbox, Google Docs, WeTransfer, PEGMedia. Choose one that works best for you. Send us a notification via email to inform us that episodes are ready for download.

#### **4. LABELING**

- Program Title
- Community Producer or Organization Name and phone number
- TRT (total running time – hour : minutes : seconds)
- Episode or program number or subtitle
- Date program was made
- Any other optional information
- Brief Description of Episode Content

## **5. TOTAL RUNNING TIME**

LA36 accepts Public Access programs in two lengths.

- Programs for half-hour time slots must be from 28 to a maximum of 29:30 minutes long.
- Programs for hour long time slots must be 58 to a maximum of 59 minutes long.
- Ideally shows will be the standard lengths of 29:30 or 59:00 minutes

For more information:

LA36 Public Access Line – 213-346-3864 ext. 311

[www.la36.org](http://www.la36.org)

Revised on 1/1/23

Subject to change or review

# **Exhibit D**

## **LACTAC Performance Measures**

**LOS ANGELES CABLE TELEVISION ACCESS CORPORATION (LA36)**

**FY 2021-2022 PERFORMANCE MEASURES**

**SERVICES**

1. AVG ANNUAL HOURS OF CABLECAST – COMMUNITY PROGRAMMING	<u>5400</u>
2. AVG ANNUAL HOURS OF CABLECAST – EDUCATIONAL PROGRAMMING	<u>3250</u>
3. AVG ANNUAL HOURS OF CABLECAST – PUBLIC ACCESS PROGRAMMING	<u>700</u>
4. TOTAL NUMBER OF PUBLIC ACCESS USERS SCHEDULING PROGRAMMING ON AIR	<u>40</u>
5. TOTAL NUMBER OF PUBLIC ACCESS USERS SCHEDULING PROGRAMMING ON WEB	<u>60</u>
6. NUMBER OF INTERNS	<u>12</u>
7. NUMBER OF EDUCATIONAL ENTITIES RECEIVING TECHNICAL PRODUCTION ASSISTANCE	<u>10</u>

**REVENUE**

1. INCOME FROM PRODUCTION SERVICES	<u>\$930,000</u>
2. LA CITY GRANT INCOME	<u>\$505,000</u>

# **Exhibit E**

## Travel Policy

## 1.8 TRAVEL

### 1.8.1 Overview and General Guidelines

City employees and elected officials may be required to travel on official City business in the performance of their duties and responsibilities. The City Travel Policy provides guidelines in conformity with the Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 and the Internal Revenue Service (IRS) “Accountable Plan” criteria for allowable travel expenses.

The City Travel Policy provides guidelines for City employees traveling on official City business. Individual departments may, at their discretion, develop their own travel policies and impose greater restrictions and/or controls beyond what is required by the City Travel Policy. Departments should provide the Controller’s Office with a copy of their internal travel policies. Departments and travelers should be mindful that documents related to City travel expenditures are public records and may be subject to disclosure under the California Public Records Act.

General guidelines:

- City employees or elected officials will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.
- Before a City employee or elected official incurs travel expenses, due consideration must be given to such factors as suitability, convenience, and the nature of the business involved. Travelers should book their travel arrangements sufficiently in advance to minimize the cost of travel.
- Per LAAC 4.242.2(f), travel expenses are those incurred outside the geographic boundaries of Los Angeles County for official City business. In line with best practices of other governmental entities, the City follows the “50-mile” rule and will reimburse travel expenses if the travel destination is farther than 50 miles from both the individual’s primary residence and headquarters.
- Travelers should use the most economical method of transportation. Departments should consider the cost of time employees will be away from headquarters before approving a method of transportation.
- Deviations from the City Travel Policy are generally not reimbursable. Per LAAC 4.242.3(j), travelers should be prepared to absorb the cost of unapproved expenses as a personal expenditure.

The City Travel Policy also applies to non-City employees whose travel expenses are paid by the City, such as individuals from non-profit organizations or other jurisdictions

requested by the City to sit on interview or selection panels. For travel by City contractors, the City Travel Policy only applies in the absence of specific provisions in the contract regarding travel.

### **1.8.2 Terms and Definitions**

**Authorized Approvers:** Generally, the Department Head, or other approvers designated by the Department Head, with the responsibility of reviewing and approving travel authorities and expenditures and ensuring compliance with the City Travel Policy.

**Headquarters:** This is where employees spend the largest part of their regular working time, or where the employee returns upon completion of a special assignment, or a specifically assigned geographic area regularly traveled.

**Official City Business:** Activities of an employee or elected official that demonstrates:

- A valid City interest to be served or gained thereby; or
- Relevance to the City operations or the individual's role in such operations; or
- The promotion or development of City programs, methods, or administration; or,
- Compliance with instructions or authorization from the Mayor or the Council.

**Per Diem Expenses:** Lodging, meals, and incidental expenses while traveling on official City business.

**Primary Residence:** This is the dwelling where the employee lives, which bears the most logical relationship to the employee's headquarters, regardless of other legal or mailing addresses. If an employee maintains more than one dwelling, the Department will designate the employee's primary/permanent residence.

**Other Travel Expenses:** These are costs, other than per diem and transportation that are necessary for the conduct of official City business. Examples include registration, seminar, or meeting fees, telephone calls, parking fees, and supplies.

**Transportation Expenses:** Costs to transport the employee for official City business.

**Travel:** Official City business that requires the traveler to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and which requires the traveler to sleep or rest to meet the demands of work while away from the individual's primary residence.

**Travel Days:** Days spent en route between the primary residence/headquarter and a destination city (i.e., the first and last day of a trip).

**Travel Expenses:** Per diem, transportation, and other travel expenses incurred while traveling on official City business.

### **1.8.3 Controller Responsibilities**

In accordance with Charter Section 262, the Controller has delegated the pre-review and approval of travel authorities and expenditures to Council-controlled Departments. The Controller will conduct periodic reviews of Departmental compliance with the City Travel Policy, as well as post-review of travel transactions. The Controller may suspend delegated travel approval authority until review findings are corrected.

The proprietary departments, the Los Angeles Fire and Police Pension (LAFPP), and the Los Angeles City Employees Retirement System (LACERS) are governed by their respective boards. The Controller review will be in accordance with the respective board-adopted travel policies.

### **1.8.4 Department Responsibilities**

Departments are responsible for establishing a system of internal controls to ensure that its travel expenses are reasonable, economical, justified, a prudent use of public funds, and in compliance with the City Travel Policy. Department Heads may designate other Authorized Approvers for travel. For the purpose of this policy, Department Head generally means the general manager, board, body, or elected or appointed officer having control and management of the department.

Department Heads shall designate a Department Travel Coordinator who will:

- Serve as the primary contact for travel coordination and processing;
- Ensure travelers have read and understood the City Travel Policy;
- Review travel authority and expense documents for compliance with City policies;
- Identify exceptions to the City Travel Policy and obtain Department Head approval of written justification and supporting documentation for the exceptions;
- Ensure that unallowable and/or unapproved expenses are not paid;
- Track credits from canceled airline reservations;



- Monitor travel advances, and ensure that outstanding advances are collected and adjusted in a timely manner; and,
- Respond to Controller travel-related questions

#### **1.8.5 Documenting and Approving Travel Plans (Travel Authorities)**

A completed travel authority documenting the travel plan and estimated costs must be approved by the Department Head ten (10) business days prior to the commencement of travel. Supporting documentation as to the necessity and importance of the travel must be included with the travel authority. Travel arrangements should not be made until the travel authority has been approved.

Travel blanket authorities may be established when Departments have large groups of employees that travel throughout the year to perform functions or attend activities for the same purpose. Departments must include written justification explaining the recurring and same purpose nature of the requested trips. Departments may encumber the total estimated dollar amount needed to cover these trips for the entire fiscal year.

#### **1.8.6 Other Required Approvals and Notifications**

##### **A. Travel for Department Heads and Commissioners**

Department Heads and Commissioners must not review and approve travel authorities and travel expenses related to their own travel. Per the Mayor's 2014 Executive Directive No. 4 (2014 ED-4), travel authority documents for all Department Heads and Commissioners, including proprietary departments, must be approved by the Mayor's Office. Personal expense statements (PES) of Department Heads and Commissioners that have exceptions to the City Travel Policy also require approval by the Mayor's Office. The Department Heads and Commissioners for LAFPP and LACERS are exempt from these Executive Directive's requirements. Travel authorities and PES documents for Department Heads and Commissioners that do not require approval from the Mayor's Office must be reviewed and approved by an Authorized Approver other than the Department Head or Commissioners that are traveling.

## **B. Travel to Sacramento or Washington D.C.**

Per LAAC 4.242.9, all non-elected City officials and all other City employees must notify the Mayor, the Chair of the Committee that oversees the Intergovernmental Relations function, and the Chief Legislative Analyst *prior to traveling on official City business* to Sacramento or Washington, D.C. Employees of the City Council or Office of the Mayor are exempt from this requirement.

## **C. Travel Related to Advocacy and Intergovernmental Relations**

Per 2014 ED-4, travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of advocacy on behalf of the City requires approval from the Mayor's Office. Mayoral approval is also required for any travel by any City employee outside of the State of California for the purpose of conducting official City business with any other government entity, commission, agency or department. Elected officials and their staff are exempt from this requirement.

## **D. Foreign Travel involving more than one City Commissioner**

Per LAAC 4.242.9, advance Council approval must be obtained for foreign travel (except to Canada or Mexico) involving more than one City commissioner. A request for such foreign travel must be filed with the City Clerk for placement on the next available Council agenda.

## **1.8.7 Transportation Expenses**

### **A. Transportation Selection Criteria**

Travelers are expected to select the least costly method of transportation after considering total travel expenses and employee time away from headquarters. Travelers may use a more costly form of transportation, but will be reimbursed at the less costly rate. In such cases, the Traveler should prepare and document a cost-comparison to determine the less costly rate. Travelers should consider and document their justification for choice of transportation based on the following criteria:

1. The cost of personnel hours lost in travel.
  2. Total travel costs (airline, rental vehicle, ground transportation, private or department vehicle, etc.).
  3. Added per diem costs
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## **B. Airline Travel**

Airline travel expenses are reimbursable at the lowest regular fare available (coach or economy class) for regularly scheduled airlines for the date and time selected.

Travelers should do the following to avoid paying higher airfares:

- Use the City's authorized business travel service provider to make airline travel arrangements. If booking a flight using a personal credit card, the traveler must provide sufficient proof that selected airfare is at least equal to or lower than airfare available from City's authorized business travel service.
- Make airline reservations in advance to minimize the cost of travel
- Purchase non-refundable tickets, unless the risk of changes in travel plans outweigh the benefit of booking a non-refundable ticket
- Select an arrival/departure airport that is closest to the destination, unless flights are not available or airfare is more expensive than the additional ground transportation costs to reach the destination

Departments shall not reimburse its travelers for using of frequent flier points or other promotional benefits for official City business. Frequent flier points or any other promotional benefits earned by the traveler from official City business travel are the property of the employee. Although travelers may use frequent traveler benefits earned on official or personal travel for a subsequent City travel, the City will only reimburse for actual out-of-pocket expenses incurred.

## **C. Alternate Mode of Transportation (other than airline travel)**

Departments should consider using a City car before using a private automobile or automobile rental. In addition, the use of a private automobile for travel is discouraged unless the Department can demonstrate a business need and has compared it to other alternatives such as a City car. The use of modes of transportation other than airline travel must be approved by Department Heads in advance and the allowable cost shall be the actual cost of the alternate mode of transportation (including incidental costs such as parking fees) or the cost allowable under a regularly scheduled airline, whichever is less. Parking tickets, traffic violations or other penalties for infractions of any law that occur during travel are not reimbursable.

When choosing to drive to a non-adjacent county, Departments should prepare a cost comparison between air travel and driving. A cost comparison is not necessary when the destination is in an adjacent county to Los Angeles since air travel is generally not

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the most economical or convenient. Adjacent counties include Orange, Riverside, San Diego, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo.

Travelers should comply with the following guidelines for the chosen alternate mode of transportation:

- 1) Private automobile
  - a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
  - b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
  - c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
  - d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
  - e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
  - f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.
- 2) Automobile rental
  - a) Travelers should select a mid-size or smaller rental car
  - b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
  - c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
  - d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
  - e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
  - f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

### **1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)**

Per LAAC 4.242.3(b), travelers are expected to seek moderately priced establishments of acceptable quality when selecting restaurants and hotel rooms. Per CF 82-0944, reimbursements for food and lodging shall not exceed the per diem limits expressed in the City Budget Manual published by the CAO. These limits do not apply to conferences or legislative activities. In the absence of per diem limits set by the CAO, travelers must use the federal per diem rate applicable to their location of travel and comply with the guidelines described below.

#### **A. Lodging/Hotel**

The traveler must select the most economical and practical accommodations taking into consideration transportation costs, time, and other relevant factors. The following guidelines apply to lodging for travel:

- The rate must be for single occupancy standard room and, if available, at the government-rate.
- Generally, lodging should be limited to the actual dates of official City business. Additional lodging for one day before and/or after the event may be authorized to mitigate hardship for the traveler.
- Reimbursement will be for actual hotel expenses but not to exceed the total of the applicable federal per diem rate (plus fees and taxes, if applicable) for the destination and length of stay for the individual traveler.
- If the traveler is staying at the meeting/convention hotel or "authorized/sponsor" hotel for the conference or convention, supporting documentation must be submitted with the travel request package in order to receive reimbursement for actual costs up to 200% of the per diem limits. Acceptable documentation include confirmation letter indicating the meeting will be held at a particular hotel, or brochure/literature indicating the selected hotel is an "authorized/sponsor" hotel.
- If a room is not available at the meeting/convention hotel or any of the "authorized/sponsor" hotels, reimbursement for actual costs up to 200% of the per diem limits is allowed. The traveler must select the most economical among three hotels within reasonable distance from the event.
- If travel is for the purpose of assisting an agency/municipality in a federal, state or local emergency incident and there is no alternative lodging, reimbursement of actual costs up to 200% of the per diem limits may be allowed.
- An itemized original lodging receipt (listing all expenses such as meals, phone calls, services charged to the room) must be provided for reimbursement to be made in all instances.

## **B. Meals and Incidental Expenses (M&IE)**

Travelers may claim reimbursement for up to three meals per day. M&IE will be reimbursed at claimed amount but not to exceed the applicable federal per diem rate for the destination with certain exceptions.

The applicable federal per diem rates are as follow:

- First day of the trip, use the per diem rate for the destination city.
- Last day of the trip, use the per diem rate for the last location where the traveler stayed overnight.
- The first and last day of the trip are considered travel days and will be reimbursed at a prorated amount of 75% of the applicable federal per diem amount for M&IE.
- If traveler is in more than one city/location per day, use the per diem for the city/location in which the traveler spends the night.

The per diem rates for M&IE include gratuities for restaurant service, as well as fees and tips to porters, baggage carriers, hotel staff and staff on ships. Per IRS Bulletin 2013-44, transportation between places of lodging and places where meals are taken are no longer included in the definition of incidental expenses, and may be authorized by the Department Head for reimbursement up to \$5 per day.

### *1) M&IE Reimbursement Limits – Travel with Overnight Lodging*

Travelers may select one of three M&IE reimbursement methods shown in the table for the entire trip. Travelers must follow the requirements for receipts, maximum and prorated reimbursable amounts, and allowable exceptions for meals and incidentals for the selected method. All three methods require the traveler to note the date, time, place, amount, and business purpose of the expense.

Receipts are required for any single meal exceeding \$25 in accordance with LAAC 4.242.7, and for all meals when the traveler is using one of the actual costs methods. Traveler must use actual costs reimbursement method if the travel funding source requires receipts. In such cases, the travelers must submit receipts and will be reimbursed based on requirements specified by the funding source.

## **M&IE Reimbursement Methods for Travel with Overnight Lodging**

**Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip**

Methodology	Receipts Required	Reimbursement Cap at Destination	Prorated Reimbursement Cap for Travel Day/Conference Provided Meal <sup>(1)</sup> /"50-mile" Rule Exceptions	Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal <sup>(2)</sup>
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs <i>up to</i> federal per diem amount for destination	Reimburse actual costs <i>up to</i> 75% of federal per diem amount for destination	Reimburse actual costs <i>up to</i> full federal per diem amount for destination
Method 3: Actual costs capped at \$60/day	Yes	Reimburse actual costs <i>up to</i> \$60 per day	Reimburse actual costs <i>up to</i> \$45 per day	Reimburse actual costs <i>up to</i> \$60 per day

(1) Hotel complimentary breakfasts do not constitute a meal.

(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.

A traveler who stayed with a friend or family member overnight can be reimbursed for meals if traveler provides a signed statement as proof of overnight stay. Meal reimbursement will be subject to IRS taxable income reporting requirements without the signed statement.

### *2) M&IE Reimbursement Limits – One-Day Travel (Travel without Overnight Lodging)*

Meal reimbursements for travel not involving an overnight stay must be reported as taxable income in accordance with IRS regulations. Departments are required

to report one-day meal reimbursements to the Controller at the end of the calendar year for W-2 adjustment in the payroll system.

The following guidelines apply to one-day meal reimbursements:

- Travel destination must meet the “50-mile” rule.
- Reimbursement cannot exceed 75 percent of the federal per diem for the destination.
- No meal reimbursement is allowed when the host provides meals at the event throughout the day.
- Receipts are required for any single meal exceeding \$25.
- Traveler must attach a signed “One-Day Travel Meals Reimbursement – Taxable Income Acknowledgement” form to the PES.

### **1.8.9 Other Travel Expenses**

Expenses other than per-diem and transportation that are necessary for the conduct of official City business, with receipts, are allowable and may be reimbursed separately from M&IE limits. Below are guidelines for certain types of expenses.

- **Airline Checked-In Baggage Fee:** Airline fee for the first checked-in baggage is reimbursable.
- **Airport Parking:** Airport parking fees are reimbursable up to 125% of the lowest rates for the following airport parking lots:
  - Burbank Airport Lot A
  - John Wayne Airport Main Street Lot
  - Long Beach Airport Lot B
  - LA International Airport Lot C
  - Ontario International Airport Lot 5

For airports not listed above, traveler should use the lowest airport parking lot rate for that airport.

In addition, travelers should consider alternatives to airport parking, such as public transportation, shuttles, rideshare services, other options to get to and from the airport. Travelers should compare the total cost of airport parking to the cost of these alternatives and select the most economic choice.



- **Hosting While Traveling:** Food and beverage expenses for persons other than the traveler must be certified by the Department Head as expenditures for a public purpose and necessary for official City business. The provisions for lodging and M&IE reimbursements will apply to persons hosted by City officials or employees. Alcoholic drinks are NOT reimbursable expenses. It is the responsibility of City employees to comply with Personnel Department policy regarding consumption of alcoholic beverages while on duty. The name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed must be specified in the travel authority and other travel expense documentation.
- **Registration, Seminar or Meeting Fees:** Reimbursement of registration, seminar or meeting fees where required is allowed.
- **Ground Transportation:** Transportation expenses to and from the airport or hotel are allowable with receipts or supporting documentation. Travelers should use free or courtesy shuttle services offered by airports and hotels whenever available.
- **Gratuities:** Gratuities are allowable expenses, where reasonable and customary. Tips to waiters (up to 15 percent of the restaurant bill exclusive of taxes), and drivers (up to 15 percent of the fare) are considered customary. Service charges required by service providers (e.g., gratuity added to restaurant bill for large parties) are fully reimbursable. However, gratuities to porters, bell hops and housekeeping are included in the IRS definition of "incidental expenses" and therefore not reimbursed separately from the M&IE limit.
- **Laundry Service:** Expenses for laundry service are allowable if the duration of the trip is four consecutive nights or longer.
- **Telephone Calls:** One personal telephone call to the employee's immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter.

Per LAAC 4.242.3(j), other expenses not specified in these guidelines or in the LAAC deemed necessary in the conduct of City business are allowable provided the reasons for such expenses have been reviewed and certified by the Department Head as reasonable, proper, and incurred in pursuit of City business.

#### **1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines**

There may be special circumstances that require exceptions to the standard guidelines set forth in this policy. In such instances, exceptions may be allowed when the

Department Head finds the expenses to be necessary in the conduct of official City business and reasonable. Allowed exceptions must be noted as “exceptions” on the travel authority and/or PES documents, along with the justification for the exception.

#### **A. Airline Travel**

- Airfare other than for coach class may be allowed under any of the following conditions:
  - Medical necessity certified by a competent medical authority
  - Exceptional security circumstances
  - The origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight layovers and change of planes, is in excess of 14 hours and the traveler is required to report to duty the following day or sooner
  - No coach class seats are available on any airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time
  - Use of other than coach-class accommodations results in overall cost savings.
  - Seating upgrade in coach class may be allowed to accommodate a medical necessity certified by a competent medical authority.

#### **B. Alternate Modes of Transportation**

- Reimbursements for rental cars other than mid-size or smaller may be allowed under any of the following conditions:
  - Insufficient car space for the number of City employees traveling together
  - Insufficient car space to accommodate work-related equipment
  - Terrain of destination requires a certain type of vehicle
  - Medical necessity certified by a competent medical authority
  - No extra cost for upgrade.
  - Reimbursement for fueling City vehicles may be allowed by the Department Head if the traveler presents documentation of efforts to obtain a Voyager Card from GSD prior to travel.

#### **C. Lodging/Hotel**

- Department Heads may approve reimbursements of actual lodging costs for non-conference travel up to 200% of the per diem limit.
- Department Heads may approve reimbursements of actual lodging costs in excess of 200% of the per diem limit if the travel is for the purpose of assisting an

agency/municipality in a federal, state, or local emergency incident and there is no alternative lodging.

- If two City authorized travelers choose to share a room, the cost of a double occupancy room cannot exceed 300 percent of the federal per diem rate for the destination. The traveler who paid the bill should claim the total paid for the room on their PES and note the name of the other traveler. The other traveler should also note the name of the traveler that their shared lodging with on their PES.
- On rare occasions, the actual lodging costs may be higher than the limits outlined in this policy. Upon demonstration that the higher lodging cost is justified, Department Heads may use their discretion and judgment to approve reimbursements of actual lodging costs that exceed the limits established in this policy. If necessary, Department Heads may delegate the approval for such reimbursements to Assistant Department Heads. A detailed justification or explanation why the extra cost lodging cost was necessary to carry out official City business must be fully documented in the "Excess Lodging Reimbursement Justification" form. The form must be signed by the Department Head or Assistant Department Head and, together with supporting documentation, attached to the PES. These exceptions must be tracked by Department Travel Coordinators and reported to the Controller's Office at the end of the calendar year.

#### **D. Other Travel Expenses**

- Fees for additional checked-in baggage may be allowed for special equipment or extended travel.
- Airport parking rate that exceeds the applicable airport lot rate by more than 25% may be allowed with justification approved by the Department Head.
- Full reimbursement for meals may be allowed for long travel days. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.
- Whenever possible, travelers with special meal requirements should contact conference host to obtain reasonable meal accommodation. Full reimbursement for meals may be allowed if the traveler is unable to consume conference-furnished meals due to medical reasons or religious beliefs. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.

- Laundry service when travel is for less than four consecutive nights may be authorized when traveling conditions or special circumstances dictate.
- Department Heads may authorize reimbursement of internet connection service if free internet connection service is not available to conduct City business.

#### **E. Lodging and Meals and Incidental Expenses for travel under 50 miles**

- Reimbursements for lodging and M&IE may be authorized by the Department Head when the travel destination does not meet the “50-mile” rule under one of the following conditions:
- Conference/meeting starts before 8 a.m. or ends after 6 p.m.
- Traveler cannot drive to the destination and public transportation is not available to arrive in time for or leave after conference/meeting.
- Traveler is hosting the event (e.g., set up and pack up exhibit booth) and needs to arrive before 8 a.m. or cannot leave until after 6 p.m.

#### **1.8.11 Interrupted and Indirect Travel**

Where there is an interruption or deviation from the direct travel route, due to non-City related or unjustifiable reasons, the allowable travel expenses will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route. A traveler who combines personal travel with City travel must identify and pay for the personal segment of the trip. The traveler must provide sufficient supporting documentation to prove the City-related portion of the travel costs to receive travel expense reimbursements. For example, the traveler must provide a quote from the air travel service provider showing the cost of the roundtrip ticket for the most economical and direct travel to/from the business destination for the dates of official City business. The quote will be used for comparison and reimbursement purposes.

A City employee who becomes sick or injured during travel should immediately seek competent medical attention. The traveler should notify his/her Department Personnel Officer regarding the injury at the earliest possible time.

#### **1.8.12 Personal Expense Statement (PES) and Required Documentation**

At the conclusion of the travel, the traveler must complete and submit Form Gen. 16, Personal Expense Statement (PES) for review and approval. The traveler must itemize all expenses claimed for reimbursement, note all exceptions to the City Travel Policy, and

attach receipts for lodging, transportation, and any other necessary supporting documentation required by this policy to substantiate the expenses. In addition, LAAC 4.242.7 requires receipts for any single item of expenditure in excess of \$25. For grant-funded and special-funded travel, it is the traveler's responsibility to comply with the grant/special fund requirements on receipts or supporting documentation. In addition, per LAAC 4.242.75, travelers (other than elected officials or staff traveling on behalf of elected officials) must attach a report that summarizes the nature and purpose of the travel, the significant information gained, and/or benefits accruing to the City.

The Department Head or Authorized Approver shall review the PES and supporting documentation, resolve any issues to ensure compliance with all City policies, and certify all expenses were incurred in pursuit of City business. Falsification of such certification shall be ground for disciplinary action and any available legal sanctions.

Departments must finalize the PES with supporting documentation and process in FMS within 30 days of the trip conclusion. Departments should maintain original receipts and documents for at least five years for record-keeping and audit purposes.

**Submitted PES and supporting documentation become part of the City official travel records and the official property of the City. Travelers are advised to black out/redact any personal information contained in any submitted documents.**

### **1.8.13 Foreign Currency**

The PES must indicate values in US dollars (USD). Travel expenses in foreign currency must be converted to USD based on exchange rates effective on the date of the original receipt. The following are acceptable supporting documentation for the foreign currency conversion and must be attached to the PES:

- Credit card statement showing conversion of foreign-denominated expenses to USD
- Foreign exchange receipts from money exchanges or banks showing foreign conversion rates
- Verifiable foreign exchange rates from the internet

### **1.8.14 Travel Advances**

When approving travel authorities, Department Heads may authorize travel advances to City employees only. Travel advances must comply with the following guidelines:

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- Travel advances can be issued for up to 90% of the traveler's total estimated out-of-pocket travel expenses, which includes lodging, meals and incidentals, and registration, seminar, and meeting fees paid by the traveler. Advances for airfare are not allowed as airline tickets can be purchased through the City's authorized business travel service provider. No travel advance check will be issued for any amount under \$500.
- Travel advances must be approved by the Authorized Approver as part of the travel authority request package. If a traveler decides that they need a travel advance after the travel authority has already been approved, Departments may modify an existing travel authority to include the travel advance request.
- The travel authority must include the following information for a travel advance to be approved:
  - Travel authority number
  - Name of traveler
  - Travel period
  - Destination
  - Purpose of the trip and nature of the City business to be conducted
  - Cash advance request, with written justification and pre-approval by Department Head
  - Certification that the traveler has no outstanding travel advance
- Payment requests for travel advances must be submitted at least ten (10) business days, per LAAC 4.242.8, but not earlier than thirty (30) days, prior to travel.
- No travel advance will be provided to an employee with an outstanding travel advance
- Checks for approved travel advances will be available from the Controller Paymaster on a "Will-Call" basis one calendar week prior to travel.
- Travelers must return any unused travel advances by writing a check or money order payable to the City of Los Angeles. Refund checks, together with cash receipts (CR), should be forwarded immediately to the Office of Finance (OOF). Travelers should attach a copy of the CR with the OOF stamp (or other receipt verification) to the completed PES.
- Travel advances are considered delinquent if not settled within 30 days after the conclusion of the trip through the submission of a completed PES.

### **1.8.15 Travel Reimbursements Reported As Taxable Income**

Departments must monitor and track the following types of reimbursements and report them to the Controller's Office on an annual basis. These reimbursements will be reported to the IRS as taxable income on the traveler's IRS Form W-2:

- Delinquent travel advances that have not been returned to the City within 120 calendar days after the last day of travel. For non-City employees, delinquent travel advances over 120 days will be reported through IRS Form 1099-MISC.
- Any unsubstantiated or unallowable travel expenses that were reimbursed to the employee, including expenses that exceeded the limits in this policy
- One-Day Travel Meal Reimbursements
- Expenses for travel assignments expected to last in excess of one year, or does in fact exceed one year (per IRS Publication 5137)

Upon review, the Controller's Office may determine that some one-day travel meal reimbursements qualify for the de minimis exclusion for occasional meal reimbursements and opt not to report the reimbursement as taxable income.

#### **1.8.16 Related Resources**

Travel forms and additional information are available on the Controller website. Questions regarding "Will-Call" policies and procedures should be directed to the Controller Paymaster Section. Departments should refer to the FMS policy and procedure documents and training manuals for specific instructions on how to process travel encumbrance and payment requests:

<b>Subject Area</b>	<b>FMS Guidance</b>	
	<b>Procedure</b>	<b>Training Manual</b>
Travel Encumbrance	AP-301-5	FMS 303
Travel Expenditure	AP-401-5	FMS 304

Questions regarding cash receipts should be directed to Office of Finance. Questions regarding this Policy should be directed to the Controller's Fiscal Oversight and Support Section.