

CONTRACT SUMMARY SHEET

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

DATE: 8-17-15

FROM (DEPARTMENT): Cultural Affairs

CONTACT PERSON: Don Phaneuf PHONE: 213-202-5534

CONTRACT NO.: C- 126615 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

- ☒ NEW CONTRACT
- ☐ AMENDMENT NO. _____
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: El Centro Del Pueblo

TERM OF CONTRACT: 7-1-15 THROUGH: 6-30-16

TOTAL AMOUNT: \$4,330

PURPOSE OF CONTRACT:

To produce and present one (1) outdoor festival or parade in Council District(s) 1 and/or 13 celebrating the cultural diversity of the Echo Park community.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

CULTURAL GRANT SERVICES AGREEMENT

Grantee: El Centro Del Pueblo

Regarding: Grant Program Services
for the Department of Cultural Affairs

AGREEMENT NUMBER C-126615

**Cultural Grant Services Agreement
GRANT PROGRAM SERVICES**

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**CULTURAL GRANT AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND EL CENTRO DEL PUEBLO**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Department of Cultural Affairs (hereinafter "City") and El Centro Del Pueblo (hereinafter "Grantee").

WITNESSETH

WHEREAS, the City desires to assist in providing cultural and artistic services for the benefit and enjoyment of the general public; and

WHEREAS, the City desires to provide financial support to qualified individual artists and qualified arts and cultural organizations through a competitive grant process and provides funding for a Cultural Grants Program; and

WHEREAS, the City, through its Department of Cultural Affairs, solicited applications from individual artists and arts and cultural organizations for Cultural Grant funding; and

WHEREAS, the City established an impartial peer review process to evaluate and determine funding for qualified individuals and organizations; and

WHEREAS, the Grantee was selected and recommended through this peer review process to receive funding through a grant award; and

WHEREAS, the purpose of this grant award is to provide the general public with access to high quality arts and cultural experiences; and

WHEREAS, to accomplish this purpose, the City desires to contract with organizations/individuals that possess the necessary knowledge, experience and professional expertise; and

WHEREAS, the Grantee was determined to be qualified and was selected to receive a cultural grant from the City, as an organization/individual possessing such expertise as demonstrated through its background, experience, and reputation in such activities; and

WHEREAS, the services to be performed are of an expert and technical nature and are temporary and occasional in character.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I

INTRODUCTION

A. Purpose of this Agreement

The purpose of this agreement is to provide funding in the form of a cultural grant award for services as detailed in the Service Description, Term and Payment Terms (Appendix B).

B. Representatives of the Parties and Service of Notices

1. Parties to the Agreement

- a) The City of Los Angeles, a municipal corporation, chartered by the State of California, acting by and through its Department of Cultural Affairs (DCA).
- b) El Centro Del Pueblo, a Los Angeles area arts and cultural non-profit organization as defined by Section 501(c)(3) of the United States Internal Revenue Code; or a Los Angeles County based charitable organization as defined by Section 501(c)(6) of United States Internal Revenue Code; or an individual artist residing in the County of Los Angeles.

2. Representatives of the Parties

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

- a) The representative of the City shall be, unless otherwise stated in this Agreement:

Joe Smoke
Director of Grants Administration Division
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012
(213) 202-5566

- b) Representative of the Grantee shall be the person designated as "Contact Person" on the Equal Benefits Compliance Form for the Equal Benefits Ordinance (Form OCC/EBO-1), attached hereto and incorporated into this Agreement as Appendix G, which must be filed with the City prior to execution of this Agreement. If the name of the person designated as Grantee's contact (on EBO compliance form) to receive the notices, demands, or communications, or if the

address of such person is changed, written notice shall be given within 5 working days.

- c) Communication Between Parties: 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.

ARTICLE II

GENERAL TERMS AND CONDITIONS

A. General Grant Program Conditions

1. All grant funded activities shall be for the benefit of the general public.
2. All grant supported activities must take place within the City of Los Angeles and support a quantifiable public service.
3. Projects may take place in schools as long as the proposed activities are not part of any school or institution's regular/closed curriculum and do not duplicate or replace the school's current staff.
4. All Grantees shall exercise all reasonable efforts to ensure, to the greatest extent feasible, that the cultural and artistic services contracted by the City are made available to low-income youth, senior citizen groups, persons with disabilities and people from culturally diverse backgrounds.
5. The City does not claim ownership, copyrights, royalties, or other claims to artwork produced as a result of this Agreement ("Artwork"). However, all Grantees hereby grant and the City accepts a perpetual, royalty-free, irrevocable, non-exclusive license to use, reproduce, display and distribute the Artwork.
6. Grantees shall credit the City of Los Angeles DCA for its financial support of the project, exhibition, film, broadcast, performance, and all public workshops in all printed and broadcast promotions, brochures, press releases, posters, programs, handbills, and other promotional material. In any printed, visual or recorded matter, or any exhibition, display or performance, which describes, promotes, publicizes, or is prepared in connection with, or results in whole or in part

from the funding provided by this Agreement, the following statement shall be included:

"This [program, exhibition, concert, performance, workshop, etc.] is made possible in part by a grant from the City of Los Angeles, Department of Cultural Affairs."

B. Grant Restrictions:

The Department of Cultural Affairs Grant Awards may not fund:

1. Private events or fundraising events;
2. Deficit or debt-reduction efforts unrelated to the grant-funded services;
3. Mortgage payments, building construction, or renovation;
4. Student-run projects;
5. Special permits or insurance;
6. Proposals that are primarily religious in nature or intent, unless a special case is made that the proposed artistic services are multi-denominational in nature or intent;
7. Hospitality (travel, accommodations, or food costs);
8. Cash reserves or endowments;
9. Purchase of depreciable assets; and
10. Projects that remunerate full-time Department of Cultural Affairs employees or Commissioners.

C. Financial and Reporting Requirements

1. Match Requirement for Organization Grantees

Organization Grantees must show a 1:1 match for the Grant award (unless waived by the DCA grant Director for a special exception) [example: a project in Juvenile Hall]. The match can be all cash or a combination of cash and in-kind donation. If a combination of cash and in-kind is used, no more than fifty percent (50%) can be in-kind (donated space, supplies, volunteer services).

2. D-U-N-S Number Requirement for Organization Grantees

Organization Grantees must have obtained a Dun & Bradstreet (D-U-N-S) number at the time of contracting.

3. California Cultural Data Project Requirement for Organization Grantees

The California Cultural Data Project (CDP) is a standardized system to account and track the quantitative impacts of non-profit arts/cultural organizations and programs. The City is an active participant in this project and requires that all Organization Grantees maintain a CDP profile.

4. Non-Profit Status Requirement for Organization Grantees

All Organization Grantees must maintain a valid status as a non-profit organization pursuant to Section 501(c)(3) or Section 501(c)(6) of the United States Internal Revenue Code.

5. City Financial Reporting

a) All Grantees are required to obtain and maintain a valid City of Los Angeles Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

b) All individuals receiving Artist-In-Residence or City Of Los Angeles (COLA) Individual Artists fellowships must have a valid Social Security number.

ARTICLE III
TERM AND SERVICES TO BE PROVIDED

A. Time of Performance

1. The term of this Agreement shall commence on July 1, 2015, and shall end on June 30, 2016, subject to the termination provisions herein. Performance under this Agreement may not begin until the Grantee has obtained approval from the City for insurance required pursuant to this Agreement.

B. Ratification

Grantee has, at the City's request, begun performance of the services specified herein prior to the execution of this Agreement.

To the extent that such services were performed in accordance with the terms and conditions of this Agreement, the City hereby acknowledges the services previously performed by Contractor since July 1, 2015 and ratifies Grantee's performance of said services.

C. Services to be Provided

The service(s) to be provided under this Agreement are detailed in the Service Description, Term and Payment Terms (Appendix B), attached hereto and incorporated herein by reference.

D. Deliverables, Payment Terms, and Invoicing

1. The Grantee shall provide all services described in "Appendix B" at suitable locations within the City of Los Angeles as specified or agreed to by the City.
2. The Grantee shall prepare and submit to the City a mid-point status report attached hereto as Appendix C and incorporated herein by reference for a grant-funded project describing Grantee's progress up to the mid-point detailing specific accomplishments. Mid-point status reports must be postmarked no later than March 1, 2016. Failure to do so may result in forfeiture of the grant.
3. The Grantee shall notify the City in writing 30 days in advance of the public presentation of the grant-funded project a Public Activity Promotion – Notification Form, attached hereto as Appendix H and incorporated herein by reference listing the date, time and location of the project. Failure to do so may result in forfeiture of the grant.
4. For services satisfactorily performed by the Grantee hereunder, the City agrees to pay the Grantee the amount specified in "Appendix B," upon receipt and processing by the City of:
 - a) Grantee's written invoice stating the date and place of the art/cultural event held and in compliance with the requirements of the City Controller's invoicing policy as described in Article III (D) (6);
 - b) Original or photocopied printed materials issued thereto, and complying with the requirements of the City Controller's invoicing policy as described in Article III (D) (6);

- c) A Final Narrative Report Form, attached hereto as Appendix D and incorporated herein by reference; and
 - d) A completed Project Financial Report Form, attached hereto as Appendix E and incorporated herein by reference.
- 5. Grantee cannot make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless described in the Grantee's submitted application and authorized via peer panel review.
- 6. Invoicing: Invoices shall be submitted to:
 - a) Department of Cultural Affairs
Grants Administration Division
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012
(213) 202-5566
 - b) To ensure that services provided under Personal Services Agreements are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
 - c) A standard Department of Cultural Affairs Grantee Invoice should be submitted for payment (Appendix F).
 - d) If a Grantee does not submit the standard Department of Cultural Affairs Grantee Invoice, the Grantee shall submit invoices that conform to City standards and include, at a minimum, the following information:
 - i. Name and address of Grantee.
 - ii. Name and address of City department being billed.
 - iii. Date of invoice and period covered.

- iv. Agreement number [or authority (purchase order) number].
 - v. Description of completed task/project and amount due for task/project.
 - vi. Original manufacturer's invoice for items where the cost is supported by the Agreement.
 - vii. Remittance Address (if different from company address).
- e) Invoices shall be submitted within 60 days of completion of service. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City manager.
- f) Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Grantee. The City will not compensate the Grantee for costs incurred in 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.
- g) Subcontractors' Requirements: Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
7. 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. Any incomplete requests for payment may be returned to the Grantee with no action by the City.

ARTICLE IV

STANDARD PROVISIONS

A. Standard Provisions for City Contracts

Grantee agrees to comply with the "Standard Provisions for City Contracts" (Rev. 03/09), attached hereto as Appendix A and incorporated herein by reference.

B. Insurance Requirements

During the term of an awarded Agreement and without limiting Grantee's indemnification of the City, Grantee may be required to provide and maintain at its own expense General Liability/Special Event Liability insurance covering its operations or event. General Liability coverage is required whenever the City is at risk of third-party claims which may arise out of Grantee's work, presence or special event. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The City's PROMPT COVER program (www.2sparta.com, (800) 420-0555) provides liability coverage for short-term special events.

ARTICLE V
MISCELLANEOUS

A. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by Grantee, extension of the term, and any increase or decrease in pricing, shall be incorporated into this Agreement by a written amendment properly executed by both parties.

B. Ownership

1. All documents and records (hereinafter collectively referred to as "Documents") provided by the City to Grantee shall remain the property of the City and must be returned to the City upon termination of this Agreement or at request of the City.

2. The provisions of this Article survive termination of this Agreement.

C. Ambiguity

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.

D. Entire Agreement

1. This Agreement shall be executed in three (3) duplicate originals, each of which is deemed to be an original. The Agreement includes twelve (12) pages and eight (8) appendices, which constitute the entire understanding and agreement of the parties.
2. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
3. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
4. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by:
 - (a) "Standard Provisions for City Contracts" (Appendix A).
 - (b) Service Description, Term and Payment Term (Appendix B)
 - (c) Status Report Form (Appendix C)
 - (d) Final Narrative Report Form (Appendix D)
 - (e) Final Financial Report Form (Appendix E)
 - (f) Invoice Form for All Grantees (Appendix F)
 - (g) Equal Benefits Compliance Form (Form OCC/EBO-1) (Appendix G)
 - (h) Public Activity Promotion – Notification Form (Appendix H)

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

EL CENTRO DEL PUEBLO

1157 Lemoyne St,
Los Angeles CA 90026

By *Danielle Brazell*
Danielle Brazell, General Manager
Department of Cultural Affairs

By: *Sandra L. Figueira-Villa*
Executive Director

Date *10/5/15*

Date *6/18/15*

By: *[Signature]*
Chair of Board

Date *6/18/15*

APPROVED AS TO FORM:

ATTEST:

MIKE FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By *[Signature]*
KIMBERLY MIERA
Deputy City Attorney

By *[Signature]*
Deputy City Clerk

Date *11-9-15*

Date *11/12/15*

* Approved signature methods for corporations:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer, or

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: 61232

Agreement Number: *C-126615*



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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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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 hereto;
- 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 the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. 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 the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the 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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the 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 the CITY.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the 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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including 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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants 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 the CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The 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 the CITY. In performing this Contract, CONTRACTOR shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

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

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

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

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

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

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

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the CITY.
4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided—if such change would affect CONTRACTOR'S fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.
- B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
- C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) **Required Insurance and Minimum Limits**

IC: _____ Date: _____

Statement/Reference: _____

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

Limits

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

WC Statutory
EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

General Liability _____

☐ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

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

Professional Liability (Errors and Omissions) _____

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

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

Pollution Liability _____

☐ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100 % of Contract Price

Crime Insurance _____

Other: _____

APPENDIX B

Cultural Grants Program Service Description, Term and Payment Terms

CULTURAL GRANTS CONTRACT BETWEEN THE CITY OF LOS ANGELES AND EL CENTRO DEL PUEBLO

I. CONTRACT TERM: July 1, 2015 through June 30, 2016

The term of this Agreement shall commence on July 1, 2015, and shall end on June 30, 2016, subject to the termination provisions herein. Performance under this Agreement may not begin until the Grantee has obtained approval from the City for insurance required pursuant to this Agreement. Grantee has, at the City's request, begun performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of this Agreement, the City hereby acknowledges the services previously performed by Contractor since July 1, 2015 and ratifies Grantee's performance of said services.

II. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

To produce and present one (1) outdoor festival or parade in Council District(s) 1 and/or 13 celebrating the cultural diversity of the Echo Park community.

III. TERMS OF PAYMENT BY THE CITY:

Total amount not to exceed \$4,330 to be paid in the following manner:

Amount of up to \$2,165 is due and payable upon execution of the contract with submission of invoice and a list of expenses committed for project activity. Balance of up to \$2,165 is due and payable upon completion of all project activity with submission of an invoice, final financial report and final narrative report. If project(s) is not presented to the public, payment would constitute a debt and shall be repaid to the City of Los Angeles within 90 days of the contract term expiration.

ACCEPTED: Sandra L. Figueroa-Villa Date 6/18/15

Printed name SANDRA L. FIGUEROA-Villa

STATUS FORM

Department of Cultural Affairs, City of Los Angeles
 GRANTS ADMINISTRATION DIVISION
 201 N. Figueroa St, Suite 1400, Los Angeles, CA 90012
 Phone (213) 202-5566

USE THIS FORM TO GIVE DCA ADVANCE NOTICE OF CONTRACT PROBLEMS OR A POSITIVE STATUS REPORT BEFORE MARCH 1, 2016

15-16_____
Grantee Name_____
Fiscal Year of Grant\$ _____
Grant Amount_____
Address_____
City_____
State_____
Zip Code☐ Check here if new address_____
Contact Person's Name & Title_____
Contact Person's Phone_____
Contact Person's Email_____
Signature☐ Check here if new contact person or phone number

Is the "Services to be Provided" language from Appendix B is still accurate for the number and location of your services?

☐ Yes or ☐ No

If you answered No, then an amendment to your contract may be necessary. Call the Grants Program to request an amendment before April 1, 2016.

We are reporting the following problems that may affect our ability to finish this contract before June 30, 2016:

**FINAL NARRATIVE REPORT FOR ALL GRANTEES
PART I**

Department of Cultural Affairs, City of Los Angeles
GRANTS ADMINISTRATION DIVISION
201 N. Figueroa St., Suite 1400, Los Angeles, CA 90012
Phone: (213) 202-5566

Grantee Name _____ Fiscal Year of Grant _____ Total Grant Amount \$ _____

By signing below, I certify under penalty of perjury that all information contained in this report is true and accurate.

Signature _____ Title _____ Date _____

1. Geographic locations of grant-supported public activities:

Please indicate the Los Angeles City Council District(s) in which project-services took place (check all that apply):

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐

☐ - Check this box if all districts were served via broadcast/internet artistic programs

2. Service Metrics:

Enumerate DCA grant-supported and match-funded project-services below:

- a.) Number of distinct projects/services provided (usually the same as specified in contract Appendix B): _____
- b.) Total number of all public activities associated with question 2a offered or performed (e.g. a service of one (1) theatrical production; which was presented over two weekends with: one live dress rehearsal, two Saturday night performances, plus matinee and evening performances on Sundays---would be enumerated here as 7 public activities): _____
- c.) Estimated total number of unique persons directly engaged/served (this total number of project-engagers will include participants, audience, staff, and volunteers): _____
- d.) Method(s) used to determine count of project-engagers above:
- ☐ Employment/contractual enrollment ☐ Headcount ☐ Evaluation survey
- ☐ Ticket sales/registration ☐ Digital insights ☐ Other (specify): _____
- e.) My/our Appendix B contract language specifies minimum engagement requirements, therefore documentation (e.g. copies of sign-in sheets) are: ☐ Attached
- f.) Estimated number of persons notified of project/service activities (i.e. marketing outreach): _____

3. Engagement Metrics:

DCA is committed to the equitable distribution of arts funding to the diverse cultures of Los Angeles. Contractor data provided in this section is used to monitor progress toward this goal.

a.) Estimated number of project-engagers by age group, and project-engagement audiences differentiated by type:

AGES	0-4	5-12	13-17	18-24	25-34	35-65	65+	TOTAL
In person engagement numbers (i.e. individuals participating in activities, and/or attending events, etc.)								0
Type(s) and Total number of media engagement numbers for artistic project-services provided via broadcast or distribution (conservative estimates):								
<input type="checkbox"/> TV/cable <input type="checkbox"/> radio <input type="checkbox"/> online artistic presentations <input type="checkbox"/> printed publications <input type="checkbox"/> other(s):								

b.) Estimated percentages of project-engagers by gender: _____ Female _____ Male

c.) Estimated percentages of project-engagers by ethnic heritage:

_____ African American _____ Latino/ Hispanic _____ Native Hawaiian/ Pacific Islander
_____ Asian American _____ Middle Eastern _____ Mixed Heritage
_____ Caucasian/ European _____ Native American _____ other (specify): _____

Revised (09/14)

d.) Activities/events were presented in multiple languages? ☐ YES ☐ NO

If yes, which languages: _____

e.) Were all project site(s) accessible to physically challenged engagers? ☐ YES ☐ NO

f.) Were some or all project-services interpreted for the hearing impaired? ☐ YES ☐ NO

g.) Could any of the special constituencies listed below be counted among project-engagers? ☐ YES ☐ NO

If yes, estimate the number (not percentages) in each relevant category below:

<input type="checkbox"/> Artists	<input type="checkbox"/> Homeless persons	<input type="checkbox"/> People in addition or rehabilitation groups
<input type="checkbox"/> At-risk youth (who live or go to school in one of the City's Gang Reduction Zones)	<input type="checkbox"/> Immigrants/New arrivals in the USA	<input type="checkbox"/> People with chronic/terminal illnesses (HIV, cancer, etc.)
<input type="checkbox"/> Correctional residents (adults and/or juveniles)	<input type="checkbox"/> Lesbian/ Gay/ Bisexual/ Transgendered persons	<input type="checkbox"/> Tourists (regional, national, or international)
<input type="checkbox"/> Differently-abled persons (with physical or mental challenges)	<input type="checkbox"/> Low income persons	<input type="checkbox"/> Women (with women specific programs)
	<input type="checkbox"/> Parents/Guardians with children	

4. Outreach Metrics:

a.) Number of people solicited/informed of program activities by method (we understand duplicate persons/contacts will be reported in this section):

Community partners and/or co-sponsors	Estimated # Reached
<input type="checkbox"/> programming partners/sponsors	
<input type="checkbox"/> media partners/sponsors	
<input type="checkbox"/> venue partners/hosts	
<input type="checkbox"/> other: _____	
Internet/Communication media:	
<input type="checkbox"/> e-blasts/e-vites	
<input type="checkbox"/> podcasts/broadcast	
<input type="checkbox"/> print advertising	
<input type="checkbox"/> sms texting	
<input type="checkbox"/> websites	
<input type="checkbox"/> other: _____	
Social media:	
<input type="checkbox"/> Facebook	
<input type="checkbox"/> Instagram	
<input type="checkbox"/> Twitter	
<input type="checkbox"/> Youtube	
<input type="checkbox"/> other: _____	
Printed material(s) distribution:	
<input type="checkbox"/> flyers/season brochures/invitation cards	
<input type="checkbox"/> other: _____	

5. Workforce Metrics:

a.) Estimated number of paying jobs and volunteer opportunities created/maintained by DCA funds or matching funds:

	# of Full-time	# of Part-time	# of Occasional/ Seasonal	# of Volunteers
Administrative staff				
Artists/Performers				
Consultants/Other(s)				
Technical workers				
TOTAL	0	0	0	0

b.) Estimated number of administrative planning hours associated with all persons enumerated above: _____

c.) Estimated number of artistic production (e.g. rehearsal, installation, etc) hours associated with all persons enumerated above: _____

d.) Estimated number of public engagement/performance hours associated with all persons enumerated above: _____

Revised (09/14)

APPENDIX D – PAGE 2 OF 3 |

FINAL NARRATIVE REPORT - PART II

6. Detail each public activity that has been supported by DCA-funding and/or matching support. When designating the activity type in the second column please use the same words (e.g. festival, performance, workshop, demonstration, etc) as enumerated in the Appendix B of your legal contract:

No.	Event Name	Activity Type	Activity Date	Start Time	End Time	Venue Name	Street Address	Zip Code	CD
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

Revised (09/14)

No.	Event Name	Activity Type	Activity Date	Start Time	End Time	Venue Name	Street Address	Zip Code	CD
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									

Revised (09/14)

7. Describe the key project-engagers (staff, artists, volunteers, participants and audience) and their relationship to intended success.

8. Describe noteworthy or significant participant/audience feedback messages or survey results. How might qualitative reflections inform future practices?

9. Considering the ratio of people solicited to those ultimately engaged, were your marketing/inclusion strategies effective? How might you change outreach and/or enrollment strategies for improved or ongoing success?

Revised (09/14)

10. Attach copies of all marketing, advertising, and/or program materials related to project-service activities which showcase either the DCA logo or includes language giving credit to the DCA, and describe below how you credited DCA on these promotional materials.

11. Please list the names/sources and the amounts of the revenues or values of in-kind contributions received or committed to match DCA support. When appropriate designate percentages or sub-amount of that apply to DCA so that we can understand the relationship between your answer here and the numbers registered in your final financial report.

12. e-Yearbook Page [Required] & Event Documentation [Optional]

e-Yearbook Page: DCA grantees are required to design one 8 1/2 x 11" (vertical format) page for this yearbook that profile one person (a participating resident or audience member) who was deeply affected (professionally or personally) by its grant-supported activities. The page should include a stamp-sized portrait photograph of the person, a 3-sentence biography indicating the person's residence, project role and life-goals, as well as a 200-700 word explanation of how this person's life was transformed by the artistic/cultural experience you provided. Your page should not include the DCA logo.

In addition to the e-Yearbook Page, the DCA Grants division is collecting images and videos documenting DCA supported activities in order to create an archive on the DCA website. DCA Grantees are encouraged to submit:

- a) 2 to 5 professional event photos (JPEG format, no larger than 5 MB each)
- b) 1 or 2 video clips, no more than two minutes in length, showing crowd pleasing or moving moments during grant funded activity (links to video clips are preferred; actual video clip submissions must be .MOV format and no larger than 100 Mb each.

Submit the e-yearbook page, images and video clips by email to dca.grants@lacity.org.

DCA Staff only: Yearbook Page : ____ Images ____ (number) Videos ____ (number) : Initials ____

Revised (04/15)

FINAL FINANCIAL REPORT

PAGE 2 - Project Income

Enter numbers in fields outlined in red.
Totals will be calculated automatically.

Grantee Name:

Send with Invoice and Final Narrative Report to:
Dept. of Cultural Affairs, (DCA) City of LA
GRANTS ADMINISTRATION DIVISION
201 N. Figueroa Street, Suite 1400
Los Angeles, CA 90012

BUDGET ITEMS	DCA SHARE	ORG. SHARE	TOTAL
Earned Income			
31) Admissions			0
32) Other (specify)			0
Contributed Income			
33) Private			0
34) Corporate			0
35) Foundation			0
36) Government (Enter DCA grant in DCA Share)			0
37) Other (specify)			0
38) TOTAL CASH INCOME	0	0	0
Value of Donated Materials			
39) Value of Donated Materials			0
40) Value of Donated Services			0
41) TOTAL IN-KIND		0	0
42) TOTAL ALL INCOME (Must match line 30)	0	0	0

Verification of Matching Requirement

(CEI & AIR Grantees are not required to show a match and should disregard this section)

CITY SHARE	ORGANIZATION SHARE	TOTAL
DCA Grant	Cash Match In-Kind (Optional)	Total Project Budget
43) 0	0 + 0	0

This must be 50% or less of total project budget

An organization may use In-kind contributions as part of the Organization Share, but in such cases the organization is still required to provide a minimum Cash Match that is 50% or more of the DCA grant.

Revised (12/14)

FINAL FINANCIAL REPORT

PAGE 1 - Project Expenses

Enter numbers in fields outlined in red.
Totals will be calculated automatically.

Grantee Name:

Send with Invoice and Final Narrative Report to:
Dept. of Cultural Affairs, (DCA) City of LA
GRANTS ADMINISTRATION DIVISION
201 N. Figueroa Street, Suite 1400
Los Angeles, CA 90012

BUDGET ITEMS	DCA SHARE	ORG. SHARE	TOTAL
Salaries			
1) Artistic Personnel			0
2) Administrative Personnel			0
3) Technical Personnel			0
4) Fringe Benefits			0
5) Other (specify)			0
6) SUBTOTAL PERSONNEL EXPENSES	0	0	0
Consultant and Contractual			
7) Artistic			0
8) Technical			0
9) Public Relations / Marketing			0
10) Other (specify)			0
11) SUBTOTAL OUTSIDE FEES AND SERVICES	0	0	0
Consultant and Contractual			
12) Legal			0
13) Accounting			0
14) Fund Raising			0
15) Other (specify)			0
16) SUBTOTAL OUTSIDE FEES AND SERVICES	0	0	0
SUPPLIES AND MATERIALS			
17) Space Rental			0
18) Equipment Rental			0
19) Set and Prop Rental/Construction			0
20) Wardrobe Rental/Construction			0
21) Other (specify)			0
22) SUBTOTAL SUPPLIES AND MATERIALS	0	0	0
OTHER EXPENSES			
23) Office Rental			0
24) Office Supplies and Expenses			0
25) Utilities			0
26) Telephone			0
27) Advertising Products			0
28) Other (specify)			0
29) SUBTOTAL OTHER EXPENSES	0	0	0
30) TOTAL ALL EXPENSES (Must match line 42)	0	0	0

APPENDIX F

INVOICE FORM for all grantees

Department of Cultural Affairs, City of Los Angeles
GRANTS ADMINISTRATION DIVISION
201 N. Figueroa Street, Suite 1400
Los Angeles, CA 90012
Phone: (213) 202-5566

2015-16

Grantee Name

Fiscal Year of Contract

\$ Total Grant Amount

Address

City

State

Zip Code

Contact Person

Contact Phone

Contact Email

Federal Tax ID Number
(for organizations only)City Business Tax Registration Certificate Number
or Vendor Registration NumberTrack4LA Insurance Certificate
Approval Number**Instructions:**

1) Copy the exact description of "Services to be Provided by the Contractor" from Appendix B of your service contract in the space below, fill out payment amount, and certify with signature. Prepare attachments and mail to DCA.

2) For first payment, attach a list of expenses committed for project activity (do not send receipts or cancelled checks).

For final payment attach a Final Narrative Report form, a Final Financial Report form and printed materials showing DCA credit.

Please pay the amount of: \$ _____

I certify under penalty of perjury that the service/s for which payment is hereby requested has/have been performed by me or the above organization I represent, in full compliance with the requirements of the provisions of the cultural grant contract with the Department of Cultural Affairs.

Date

Signature

Title

For DCA USE ONLY:

Section to be completed by an authorized employee of the Center/Facility/Division overseeing AFE or contract:

SERVICES/DOCUMENTS REQUIRED BY AFE OR CONTRACT
(NO. _____) WERE RECEIVED BY ME ON
_____ AND I HEREBY APPROVE THIS

INVOICE FOR PAYMENT: _____

For Accounting Use Only

() **Receipt Verification**

I certify that the materials, supplies or services covered by this bill were received and/or verified by me on

_____ in compliance with the contract terms.

() **Declaration of Compliance on Living Wage Ordinance is on file, if applicable.**

() **Insurance Verification**

I certify that evidence of approved insurance is on file in the Attorney's Office, if applicable.

() **Declaration of Compliance on Equal Benefits Ordinance is on file.**

Signature

Date

Signature

Date

EBO COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

Company Name: _____ BAVN Company ID # _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ E-mail: _____

Approximate Number of Employees in the United States: _____

Approximate Number of Employees in the City of Los Angeles: _____

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

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

☐ I have no employees.

☐ I provide no benefits.

☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

☐ I provide equal benefits as required by the City of Los Angeles EBO.

☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

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

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

_____ will comply with the Equal Benefits Ordinance requirements

Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this _____ day of _____, in the year 20____, at _____ (City) _____ (State)

Signature _____ Mailing Address _____

Name of Signatory (please print) _____ City, State, Zip Code _____

Title _____ EIN/TIN _____

4/15/2015

PUBLIC ACTIVITY PROMOTION - NOTIFICATION FORM



DEPARTMENT OF CULTURAL AFFAIRS
City of Los Angeles

PUBLIC ACTIVITY PROMOTION - NOTIFICATION FORM

Because you have signed a contract to use tax dollars for publicly accessible programs, DCA needs 30-day advance notice of all directly-funded, matching, and related services for which you/your organization wishes to receive:

- reimbursements,
- matching credit,
- a site visit from a DCA Grants Office staff member,
- optional recognition on DCA's website,
- optional co-promotion on civic calendars (such as those produced by individual Council Members and the Mayor's Office), and/or
- optional assistance with personal invitations to elected officials and/or their representatives.

Credit to DCA is required on forthcoming promotional materials for the activity (or activities) you are describing/ submitting with this system.

NOTE: When LA residents and tourists see the DCA logo associated with activities, they will/do expect DCA to provide: pre- or post-activity, grant-award context, prospective-attendee logistical advice, and/or speculative outcomes. When you associate the DCA logo with projects (especially on your individual and/or organization's website), please be responsible to keep us suitably informed!

Please submit this form 30-days before the described activity, or at least at a later date when all information is confirmed, since late is better than not at all. It is DCA's prerogative, depending upon timing and consideration, whether the information submitted will result in optional promotions to City Hall.

GRANTEE INFORMATION

4/15/2015

PUBLIC ACTIVITY PROMOTION - NOTIFICATION FORM

I am a recipient of ☐ Nonprofit Arts Organization Grant
(check all that apply) ☐ Individual Artist Fellowship or Grant

City of LA DCA
Legal Contract #:

ex: C-123456

Grantee Contact Person

Full Name

Mr.
Prefix First Name Last Name

Title

Phone Number

-
Area Code Phone Number

Phone Number at
Service Site
(alternate)

-
Area Code Phone Number

Contact E-mail

ex: myname@example.com

Activity Contact Person (if different from Grantee Contact Person listed above)

Full Name

Prefix First Name Last Name

Title

4/15/2015

PUBLIC ACTIVITY PROMOTION - NOTIFICATION FORM

Phone Number

 -
Area Code Phone Number
Phone Number at
Service Site
(alternate)
 -
Area Code Phone Number

E-mail

ex: myname@example.com

PUBLIC ACTIVITY/EVENT INFORMATION

Activity Title

Brief Description of
Activity (maximum
of 3-5 sentences or
500 characters). This
may be used
verbatim by DCA as
public information.Newsworthy
Elements/Aspects:

Activity Date & Time

 04 - 15 - 2015
Month Day Year

Start

 : AM
Hour Minutes

End

 : AM
Hour Minutes

4/16/2015

PUBLIC ACTIVITY PROMOTION - NOTIFICATION FORM

ACTIVITY LOCATION/VENUE INFORMATION

Please name only one location (as if directing an elected official to a specific meeting point). If your event has multiple locations please consider filling out a separate form for each subsequent activity/meeting point.

Activity Location

Location/Venue Name

Street Address

City State / Province

Postal / Zip Code

LA Council District #:

(i.e. 1-15)

Click here to [Find Your Council District](#)

Major Cross-streets:

Seating/
Participation
Capacity:Parking Cost (if
applicable):Parking/Transport
(special instructions
or
recommendations)

TICKET/REGISTRATION INFORMATION

Are tickets required? ☐ Yes
☐ No

Please provide registration details (e.g. methods to RSVP, any fees, etc.):

Will designated seat(s) be available for DCA representatives, City Elected Officials or their liaisons? ☐ Upon request
☐ No

Do you plan to independently invite elected officials to attend?

☐ Yes
☐ No
☐ Unsure

Would you like DCA to contact you to discuss a role for an elected official or representative to attend?

☐ If possible
☐ No

OUTREACH AND PROMOTION INFORMATION

Do you plan to use digital and social media to promote this activity/event? ☐ Yes
☐ No

Please indicate the social media platforms, website urls, and other ways people can connect to the activity/event (e.g. hashtags)

Would you like DCA to consider sharing or posting activity information? ☐ Yes
☐ No

Please indicate the method(s) of public outreach you prefer (mark all that apply):

☐ DCA Facebook ☐ DCA Twitter ☐ DCA Email/ Listserv
☐ DCA Website ☐ DCA Newsletter ☐ DCA Event Calendar
☐ DCA Instagram ☐ DCA Affiliates or Partners
☐ Other

IMAGES AND PUBLICITY ITEMS

Please attach the available publicity material:

Upload Publicity Item(s) (e.g. an event flyer, press release/advisory, etc.): No file chosen

Please attach no more than three (3) promotional images DCA can use or archive. Digital images must be in JPEG file format and total size of uploaded image files should not exceed 5MB. (Please include any/all photo credits in the file name.)

Upload Image #1: No file chosen

Upload Image #2: No file chosen

Upload Image #3: No file chosen

***Please review all information provided before submitting form.**