

CONTRACT SUMMARY SHEET

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

DATE: _____

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): _____

CONTACT PERSON: _____ PHONE: _____

CONTRACT NO.: C-145272

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

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

CONTRACTOR NAME: _____

TERM OF CONTRACT: _____ THROUGH: _____

TOTAL AMOUNT: _____

PURPOSE OF CONTRACT:

SUPPLEMENTAL CITY SERVICES AGREEMENT
between
THE CITY OF LOS ANGELES
and
ACADEMY OF MOTION PICTURE ARTS AND SCIENCES

This Supplemental City Services Agreement (“Agreement”) is entered into by and between the City of Los Angeles (the “City”), acting by and through the Office of the City Administrative Officer, and the Academy of Motion Picture Arts and Sciences (the “Organizer” or “AMPAS”), a nonprofit organization with the stated goal of advancing the arts and sciences of motion pictures. City and the Organizer are sometimes referred to collectively as “Parties” or individually as a “Party.”

RECITALS

The Parties make this Agreement with reference to the following facts and circumstances:

WHEREAS, the AMPAS hosts an annual Academy Awards Ceremony (the “Academy Awards”) to recognize and honor excellence and distinctive achievements among filmmaking professionals in categories including directors, actors, and writers; and,

WHEREAS, during the Academy Awards, winners receive the Oscar statue, which is the most prestigious award associated with the motion picture industry; and,

WHEREAS, the City's cultural identity is strongly tied to motion pictures given that the major U.S. film industry emerged in the Los Angeles area; and,

WHEREAS, the entertainment industry has been an extremely important component of the local economy; and,

WHEREAS, the televised Academy Awards showcases Los Angeles as the entertainment capital of the world, and as such, is a special event that the City continues to support; and,

WHEREAS, the AMPAS announced that the 96th Annual Academy Awards will take place on March 10, 2024 with a live show broadcast on ABC and in more than 200 territories worldwide from the Dolby Theatre in Hollywood; and,

WHEREAS, in October 2009, the City enacted an ordinance (the “Special Events Ordinance”) that created a special events permitting process administered by the Los Angeles Department of

Public Works Bureau of Street Services (BSS); and,

WHEREAS, under the City's special event permitting process, a special event permit is required for the provision of City services that are necessary to effectuate the event; and,

WHEREAS, the Academy Awards is a special event that is subject to the Special Events Ordinance, which requires the recovery of costs for City services from the event sponsor; and,

WHEREAS, the City and the Organizer are entering into this Agreement in order to facilitate the issuance of a special event permit covering the annual Academy Awards identified herein; and,

WHEREAS, the Organizer has requested that the City provide certain supplemental City services in support of the Organizer's efforts for the annual Academy Awards and in exchange for payment as further described in this Agreement; and

WHEREAS, California Government Code section 53069.8 specifically authorizes the City Council to contract on behalf of the Chief of Police to provide supplemental law enforcement services to private entity-sponsored special events; and

WHEREAS, the City Council instructed the City Administrative Officer (CAO) and Chief Legislative Analyst (CLA), with the assistance of the City Attorney, to negotiate a contract between the City and AMPAS for City resources to hold future Academy Award ceremonies in the City of Los Angeles (C.F. 23-0254); and,

WHEREAS, the City Council authorized the CAO to execute and administer a long-term contract with a term up to five-years between the City and AMPAS, subject to the approval of the City Attorney as to form and legality (C.F. 23-0254); and,

WHEREAS, the City determines the supplemental City services costs shall only consist of the actual salary costs and expenses, including all indirect costs including but not limited to health benefits and pension costs, to provide direct support for planning and hosting of the Academy Awards; and,

WHEREAS, the City Council recognizes the economic benefit generated by the annual Academy Awards being held in the City of Los Angeles and waives reimbursement requirements for City services (excluding Police law enforcement services) supporting the 96th through 100th Academy Awards ceremonies, pursuant to Los Angeles Municipal Code (LAMC) Sec. 41.20.1 (C.F. 23-0254); and

WHEREAS, the City is agreeable to rendering such supplemental City services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. RECITALS

1.1. The recitals set forth above are fully incorporated into this Agreement.

2. SUPPLEMENTAL CITY SERVICES

2.1. This Agreement is for the provision of supplemental City services requested by the Organizer to support the planning and delivery of public safety, traffic management, and other City services to support the annual Academy Awards at the Dolby Theatre in Hollywood on March 10, 2024, and subsequent Academy Awards anticipated to occur at the Dolby Theatre, or other venue locations in the City of Los Angeles, during the term of this Agreement. Specifically, City shall provide at its sole discretion, the following (collectively, the “Supplemental City Services”):

2.1.1. Law enforcement services provided by the Los Angeles Police Department (“LAPD Services”); and

2.1.2. Other City services, including fire inspection and liaison services provided by the Los Angeles Fire Department, traffic management services provided by the Los Angeles Department of Transportation, and all other services provided by City departments in direct support of the annual Academy Awards (“Other City Services”).

2.2. For purposes of the 96th Academy Awards, the service area includes the Dolby Theatre and the geographic footprint identified within BSS Permit # 20231959-2024). For each subsequent Academy Awards, the service areas will include the Dolby Theatre, or other venue locations in the City of Los Angeles, and the geographic footprints identified in the BSS Special Event permit that the Organizer will obtain for the respective Academy Awards, pursuant to Section 7.

3. CONDITIONS OF LAPD SERVICES

3.1. The City agrees, as available, through the LAPD, to provide certain supplemental law enforcement services supporting the annual Academy Awards. The service levels required under this Agreement have been developed by the LAPD, in consultation with the Organizer.

3.2. The services to be provided by LAPD encompass only law enforcement duties and not services authorized to be provided by private patrol operators, as defined in California Business and Professions Code section 7582.1, nor the enforcement of any rules, regulations, and/or policies of the Organizer or any of the Organizer’s affiliates or contractors, including the Dolby Theatre, that are participating with, or at the direction of, the Organizer in the delivery of the Academy Awards.

3.3. Notwithstanding any term herein to the contrary, each sworn member of the LAPD assigned work pursuant to this Agreement is subject to recall by the Chief of Police or the Chief’s designee at any time for emergencies, special assignment, or overtime duty.

3.4. Notwithstanding any other provision of this Agreement, the LAPD may forthwith cancel the provision of supplemental law enforcement services under this Agreement

if the LAPD concludes that it has insufficient available personnel to provide the services required by this Agreement and to perform the LAPD's other duties as required by law. In such event, the City shall use best efforts to provide as much of the contracted services hereunder as practicable under the circumstances, and the Compensation set forth in Section 10 shall be adjusted to reflect the reduced services provided hereunder.

- 3.5. The supplemental law enforcement services provided under this Agreement shall only encompass duties and functions that LAPD may permissibly render under the Charter of the City, the statutes and laws of the State of California, and the policies and procedures of the LAPD.
- 3.6. The Organizer understands and agrees that the provision of supplemental law enforcement services provided under this Agreement does not guarantee the absence of the occurrence of crime at the times and places of provision of those services. The LAPD shall have no obligation to patrol or provide law enforcement at any specific location at any particular times except under a schedule agreed to between LAPD and the Organizer and subject to the discretion of the Chief of Police and the limitations of this Agreement.

4. FACILITIES AND EQUIPMENT

- 4.1. Except as otherwise specified herein, City is not obligated to furnish any facilities or equipment pursuant to this Agreement. City, at City's sole discretion, may furnish other equipment in furtherance of the provision of services under this Agreement, provided that the Organizer shall not be obligated to reimburse the City for such additional equipment absent mutual agreement between the City and the Organizer.

5. ADMINISTRATION OF PERSONNEL

- 5.1. Subject to the provisions of Section 3.1, the rendition of the services, the rank of the personnel provided, the selection and discipline of the Chief's personnel provided, the manner of performance of the policing function, the supervision, equipment, communications, supplies, and other matters incident to the performance of such services, and the control of such personnel will remain with the City department primarily responsible for providing the contemplated service.
- 5.2. All persons employed in the performance of the supplemental law enforcement services provided under this Agreement shall be City employees. Notwithstanding the foregoing, City acknowledges and agrees that the Organizer will engage non-City law enforcement agencies and personnel (e.g., FBI, Department of Homeland Security, etc.) in connection with the Academy Awards. City shall coordinate and work together with such agencies and personnel in good faith towards the goal of facilitating the safety of the Academy Awards.
- 5.3. All Organizer employees who work in conjunction with the City pursuant to this Agreement shall remain employees of the Organizer and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. No Organizer employees or volunteers shall

become employees or volunteers of the City. No City employees or volunteers shall become employees or volunteers of the Organizer.

- 5.4. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint ventures, or associates of one another.

6. INDEMNIFICATION

- 6.1. Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Organizer shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), damages or liability of any nature whatsoever, relating to or, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct by the Organizer, any of its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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 Agreement.
- 6.2. If liability is imposed by reason of a dangerous physical condition of the property of the Organizer or its affiliates, the Organizer shall assume liability and defend and hold harmless the City, its officers, employees, and agents from any action, loss, costs, or expenses caused by any physical condition of the Organizer's property and any negligent or wrongful act or omission of the Organizer's officers, agents, and employees, in any way connected with such physical condition of the Organizer's property.
- 6.3. If City receives notice of the commencement or assertion of any loss or potential loss for which Organizer may be required to indemnify City hereunder, it shall as promptly as practicable notify Organizer in writing setting forth the particulars of such loss, claim or action. Upon Organizer's receipt of a written notice of the commencement or assertion of any loss for which Organizer may be required to indemnify City hereunder, Organizer shall assume the defense thereof, at Organizer's sole cost and expense, including the retaining of counsel reasonably satisfactory to City. After notice from Organizer to City of its assumption of the defense, Organizer shall not be liable to City under this Agreement for any legal or other expenses subsequently incurred by City in connection with the defense thereof, except to the extent City incurs reasonable costs at the request of Organizer in cooperation with Organizer's defense. City shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless Organizer shall have specifically authorized the retaining of such counsel. Organizer shall not enter into any settlement or compromise in connection with a loss without City's prior written consent, which consent will not be unreasonably withheld or delayed.
- Notwithstanding this Section 6.3, Los Angeles City Charter Sections 272 and 273

govern for purposes of the defense or settlement, or both, of claims against the City and take precedence over any language in this Agreement to the contrary.

7. PERMITS AND INSURANCE

- 7.1. For each Academy Awards ceremony occurring during the term of this Agreement, Organizer shall (i) apply for a Special Event permit pursuant to Los Angeles Municipal Code section 41.20 and (ii) take all steps necessary to satisfy the conditions to obtain such Special Event permit. Further, Organizer shall sign indemnification forms pursuant to those permits.
- 7.2. In consideration of the granting of the special event/street closure permit, and without limiting the Organizer's indemnification of the City, the Organizer shall provide and maintain at its own expense during the term of this Agreement the insurance to cover the Organizer's events and activities hereunder subject to the following conditions:
 - 7.2.1. The City, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies.
 - 7.2.2. The insurance must be primary with respect to any insurance maintained by the City and must not call on the City's insurance for contributions.
 - 7.2.3. The insurance must be obtained from brokers or carriers authorized to transact insurance business in California.
 - 7.2.4. Evidence of insurance must be submitted to the City, must meet the City's required insurance and minimum limits as described in the Required Insurance and Minimum Limits form attached to this Agreement and incorporated herein, and shall be subject to approval by the City.
- 7.3. Failure on the part of the Organizer to procure or maintain required insurance shall constitute a material breach of contract under which the City may immediately terminate this Agreement after no less than thirty (30) days' notice to Organizer prior to the date of the relevant Academy Awards and opportunity to cure.

8. TERM OF AGREEMENT

- 8.1. The term of this Agreement shall be five years effective March 10, 2024 through March 9, 2029.
- 8.2. For the avoidance of doubt, the Organizer acknowledges and agrees that the Organizer is obligated to, and shall, compensate City for all performed supplemental law enforcement services for the 96th Academy Awards regardless of whether those Supplemental City Services were provided prior to the execution of this Agreement.

9. TERMINATION

- 9.1. City shall have the right to terminate this Agreement at any time, effective upon thirty (30) days written notice to the Organizer, in the City's sole discretion, with or without cause, by giving notice to the Organizer. Upon the effectiveness of termination, City shall immediately cease rendering services pursuant to this Agreement and the Organizer shall remit payment to City for the value of any unreimbursed balance for services rendered. City shall have no liability to the Organizer for any failure to perform the services required by this Agreement

regardless of when such termination occurs, and City shall not be liable for lost profits or punitive, special, indirect, or consequential damages, even if City has been advised of the possibility of such damages.

10. COMPENSATION

- 10.1. As reimbursement for the Supplemental City Services provided to the Organizer for the 96th Academy Awards and the subsequent annual Academy Award events anticipated to occur during the term of this Agreement, the Organizer shall remit payment to the City as follows (each “a Yearly Payment” and collectively “the Yearly Payments”):
 - 10.1.1. 96th Academy Awards (2024) - \$350,000;
 - 10.1.2. 97th Academy Awards (2025) - \$550,000;
 - 10.1.3. 98th Academy Awards (2026) - \$800,000;
 - 10.1.4. 99th Academy Awards (2027) - \$1,025,000;
 - 10.1.5. 100th Academy Awards (2028) - \$1,250,000;
- 10.2. In recognition of the economic benefit to the City provided by the Academy Awards as approved by Council (C.F. 23-0254), the City agrees to waive the reimbursement requirements of Other City Services provided, at City’s discretion, to support the 96th through the 100th Academy Awards ceremonies anticipated to occur during the term of this Agreement.
- 10.3. For the avoidance of doubt, the Organizer acknowledges and agrees that the City may incur additional costs that are directly attributable to providing public safety services supporting the Academy Awards. Notwithstanding anything in the Agreement to the contrary, including the set annual payment obligations articulated in Section 11 below, the Organizer shall reimburse the City for all costs that are directly attributable to the provision of supplemental law enforcement services to the Academy Awards, pursuant to California Government Code section 53069.8, which allows for the contracting of supplemental law enforcement services to private entities.
- 10.4. The Organizer acknowledges and agrees that neither this Agreement nor the Organizer’s performance of the terms of this Agreement operate to reduce or impair the obligations of any non-party entity to make payment to the City for services rendered or properties leased in relation to the annual Academy Awards. Further, the Organizer acknowledges and agrees that no payments made by non-party entities to City for related services will reduce the Organizer’s obligation to make payment to City as provided in this Agreement. It is understood there may be activities, parties or events at locations other than at the Academy Awards, which may or may not be related to the fact of the Academy Awards occurring in the City of Los Angeles, but that are not produced by Organizer and that Organizer has no ability to direct, prohibit or control. The Organizer shall have no obligation to the City for costs related to such activities, parties or events.

11. PAYMENT

- 11.1. Initial Payment - Within thirty (30) days of execution of this Agreement, Organizer shall pay City the amount provided for in Section 10.1.1, above.
- 11.2. Subsequent Payments - Beginning in 2025 (i.e. 97th Academy Awards), the

- Organizer shall remit to the City the corresponding Yearly Payment on a date no later than fifteen (15) days prior to the occurrence of the Academy Awards event.
- 11.3. Balance of Law Enforcement Amount (BLEA) - If the actual cost of LAPD Services in support of an Academy Awards that are reimbursable under Section 10.3 is higher or lower than the corresponding Yearly Payment, the difference between the actual costs and the Yearly Payment will accrue over the term of the Agreement as a Balance of Law Enforcement Amount (BLEA) to either be reimbursed to the City or refunded to the Organizer at the end of the term in accordance with Section 11.5.
- 11.4. Reconciliation of Actual Costs - Upon completion of Supplemental City Services for each Academy Awards, the City shall provide to the Organizer a detailed Reconciliation of Actual Costs statement for law enforcement services performed under this Agreement, along with the BLEA, and the Organizer shall approve or dispute all amounts within fifteen (15) calendar days after the date of the reconciliation statement. For any disputed amounts in the invoice, the Organizer shall provide the City with written notice of the dispute within fifteen (15) calendar days after receipt of the Reconciliation of Actual Costs statement.
- 11.5. Final Invoice and Payment Instructions – In addition to the reconciliation process pursuant to Section 11.4, upon completion of Supplemental City Services for the 100th Academy Awards, or termination by the City of the Agreement pursuant to Section 9, or termination by the Organizer for any reason, the City shall provide to the Organizer a final invoice and payment instructions reflecting activities each year of the term including the sum of law enforcement costs for each Academy Awards, less the sum of Yearly Payments, resulting in the final BLEA for reimbursement. The Organizer shall remit payment to the City for all undisputed amounts within thirty (30) calendar days after the date of invoice. For any disputed amounts in the invoice, the Organizer shall provide the City with written notice of the dispute within fifteen (15) calendar days after receipt of the invoice. If the sum of actual law enforcement costs is less than the sum of Yearly Payments, the City agrees to refund the overpayment amount to the Organizer within thirty (30) calendar days after the date of a final invoice.
- 11.6. Interest – If the Organizer does not remit any such undisputed payment due pursuant to Section 11.5 to the City within thirty (30) calendar days after the date of the invoice, the City is entitled to recover interest thereon. For all disputed amounts, the Organizer shall provide the City with written notice of the dispute including the invoice date, amount, and reasons for dispute within fifteen (15) calendar days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within fifteen (15) calendar days after the dispute resolution is memorialized.
- 11.7. Interest Rate – Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 11.1, 11.2 and 11.5, above.
- 11.8. Records – City shall maintain accurate and complete records of all services

charged to Organizer. City shall retain all such records for a period of not less than two (2) calendar years after the date of this Agreement.

12. AMENDMENTS

12.1. No changes, modifications, or amendments to this Agreement may occur except by written Amendment duly executed by both parties, including 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 Agreement, and the Organizer.

13. NO GRANT OF AGENCY

13.1. For the avoidance of doubt, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Agreement to bind the other Party to any obligation whatsoever.

14. AUTHORIZATION WARRANTY

14.1. Each Party represents and warrants that the person executing this Agreement for such Party is an authorized agent who has actual authority to bind such Party to each and every term, condition, and obligation of this Agreement and that all requirements of such Party have been fulfilled to provide such actual authority.

15. COMPLIANCE WITH LAWS AND REGULATIONS

15.1. The Organizer represents and warrants to the City that, to the best of the Organizer's knowledge, the Organizer, as applicable, has obtained all licenses, permits, City Business Tax Registration Certificate, and approvals of whatsoever nature which it is legally required to possess to conduct the annual Academy Awards. The Organizer represents and warrants to the City that the Organizer, as applicable, shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any required licenses, certificates, permits and approvals. The Organizer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to its obligations under this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing.

16. GOVERNING LAW AND VENUE

16.1. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Organizer shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement.

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

17. NOTICES

17.1. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service in each case to the address and to the attention of the party set forth below.

City:

Office of the City Administrative Officer
Attn: Robert Roth, City Administrator for Major Events
200 N. Main St, 1500
Los Angeles, CA 90012

Academy of Motion Picture Arts and Sciences
Attn: Scott Miller, Chief Legal Officer
8949 Wilshire Blvd
Beverly Hills, CA 90211

18. SEVERABILITY

18.1. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to have been severed from the Agreement.

19. WAIVER

19.1. A waiver of a default of any part, term or provision of this Agreement 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.

20. SURVIVAL

20.1. Sections 6, 16, and 21 will survive termination of this Agreement.

21. LIMITATION OF LIABILITY

21.1. City will not be liable hereunder for special, indirect, consequential, or incidental damages including, but not limited to, lost profits, lost or damaged data, failure to achieve cost savings, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from strict liability or otherwise, even if City is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

22. NO ASSIGNMENT

22.1. Neither Party shall assign, subcontract, delegate, or otherwise transfer this

Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract delegation, or transfer in violation of the foregoing will be null and void.

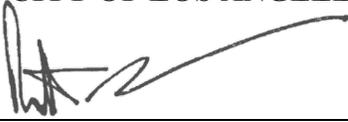
23. INTEGRATED AGREEMENT/COUNTERPARTS

23.1. This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter of this Agreement, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in the provisions of Section 12 hereof.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

THE CITY OF LOS ANGELES

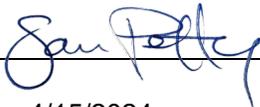
By: 

MATTHEW W. SZABO
City Administrative Officer

Date: April 12, 2024

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO
City Attorney

By: 

Date: 4/15/2024

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By:  

Date: 4/18/2024

**ACADEMY OF MOTION PICTURE ARTS
AND SCIENCES**

By: 

SCOTT MILLER, Chief Legal Officer

Date: April 5, 2024