

**APPROVED**  
NOV 19 2014

REPORT OF GENERAL MANAGER

NO. 14-285

DATE November 19, 2014

BOARD OF RECREATION  
& PARK COMMISSIONERS

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOLLYWOOD MUSEUM COLLECTION - AMENDMENT TO LOAN AGREEMENT NUMBER 2386 FOR THE LOAN OF COSTUMES AND TEXTILE ARTIFACTS

R. Adams	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved                     

Disapproved                     

Withdrawn                     

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to Loan Agreement Number 2386 (Amendment), substantially in the form on file in the Board Office, between the City of Los Angeles Department of Recreation and Parks and FIDM Museum and Library, Inc., a California 501(c)(3) organization, (incorrectly stated on Loan Agreement Number 2386 as the Fashion Institute for Design and Merchandising Museum and Library Foundation, Inc.) for the loan of costumes and textile artifacts from the Hollywood Museum Collection, subject to the approval of the Mayor pursuant to Executive Directive No. 3, approval by the City Council by ordinance pursuant to Los Angeles Administrative Code Section 10.5(a) and Charter Section 373 and approval of the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
3. Direct the Board Secretary to transmit the proposed Amendment, concurrently to the Mayor in accordance with Executive Directive No. 3 and to the City Attorney for review and approval as to form; and,
4. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.

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5. Exercise the twenty-five (25) year renewal option in accordance with Section 2 of Loan Agreement Number 2386, as stipulated in the proposed Amendment, replacing the original ten (10) year renewal option upon the execution of the Board approved Amendment.

### SUMMARY:

FIDM Museum and Library, Inc., (FIDM) was founded in 1977. FIDM began as an educational resource for students studying at the Fashion Institute of Design and Merchandising, a private college in downtown Los Angeles that was founded in 1969. FIDM serves the students, outside researchers, and the community through accessible collections policies, exhibitions, curatorial scholarships, educational programs, and social media. The entire collection housed at FIDM is accessible and free-of-charge to students and researchers. FIDM presents at least three (3) exhibitions per year that are always free-of-charge.

The mission of FIDM is to "...provide students, researchers, designers, and the public with resources to examine the role of historic fashion, accessories, textiles, jewelry, fragrance, and related ephemera in their relationship to society, history, art, and technology."

On July 23, 1990, the Department of Recreation and Parks (RAP) and FIDM entered into Loan Agreement No. 2386 (Agreement), in which FIDM agreed to insure, store, conserve, restore as possible, and display when appropriate costumes and textile artifacts owned by RAP as part of the Hollywood Museum Collection owned by RAP and described in this Report. The term of the Agreement is twenty-five (25) years and will expire on July 22, 2015. Section 2 ("Term") of the Agreement allows for a ten (10) year extension, upon written consent of both parties.

On April 23, 2014, FIDM sent written correspondence to RAP requesting that the ten (10) year extension be exercised (Attachment A). On June 4, 2014, staff met with FIDM representatives at the Fashion Institute of Design and Merchandising, located at 919 South Grand Avenue, Los Angeles, CA 90015 and was provided a tour of the facility. The facility is both an accredited educational facility and museum that showcases historical costumes and textile artifacts. Staff witnessed firsthand the care and respect with which FIDM stored and exhibited the loaned items.

Staff recommends the approval of the Amendment to revise Section 2 of the Agreement by changing the one (1) ten (10) year extension to one (1) twenty-five (25) year extension. This revision will allow a longer period in which FIDM may continue to insure, store, conserve, restore as possible, and display when appropriate costumes and textile artifacts of the Hollywood Museum Collection owned by RAP. As stated in Recommendations No's 1 and 5, approval of this Report will authorize staff to exercise the option to extend the Agreement upon the execution of the Amendment after the Mayor's approval pursuant to Executive Directive No. 3, City Council approval by ordinance pursuant to Charter Section 373 and review by the City

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Attorney as to form.

The Amendment will also: 1) Correct the name of the organization on the Loan Agreement from the "Fashion Institute of Design and Merchandising Museum and Library Foundation, Inc." to "FIDM Museum and Library, Inc."; 2) require FIDM to assign a monetary value to each artifact within two (2) years of the execution of the Amendment; and, 3) authorize the RAP General Manager to increase the insurance requirements based on the recommendation of the Risk Manager.

Hollywood Museum Collection

In the mid-1960's, the Hollywood Museum Associates, Inc. (HMA), attempted to store, conserve, restore, maintain, and exhibit numerous costumes and artifacts obtained from the television and motion picture industry. HMA obtained a collection of costumes and artifacts from the studios, productions companies, and directly from the personal collection of many individual actors.

HMA was unable to secure the necessary funding to maintain this venture or to secure permanent housing for exhibition. In 1968, HMA provided the collection to RAP in exchange for sufficient funds to cover HMA's indebtedness and with the condition that RAP would either secure a permanent location to exhibit the collection or loan the collection to various organizations.

RAP attempted to procure the necessary land and facility to store the items, but funding became an issue and plans were deferred indefinitely. The collection was then placed into storage in the Lincoln Heights jail until several organizations agreed to become responsible for the items.

RAP currently has similar agreements with organizations such as: the Academy of Motion Picture Arts & Sciences, the American Film Institute, the University of California Los Angeles, the University of Southern California, and the Gene Autry Western Heritage Museum.

These organizations ensure that the items are properly stored, displayed for public exhibition, and/or are used for educational purposes.

The Loan Agreement was approved by City Council by Ordinance No.165192 pursuant to Charter Section 390 on September 8, 1989. Charter Section 390 has since been renumbered. The new Charter Section number is 373. Any type of contract, include loan agreements, obligating the City or any department to make or receive payments or other valuable consideration for a period longer than such period as provided by ordinance requires Council approval.

Similarly, Los Angeles Administrative Code (L.A.A.C.) Section 10.5.(a) states in relevant part, "no board of the City shall make any contract, obligating the City, or any department of the City,

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to make or receive payments of money or other valuable consideration for a period longer than three years, unless such contract shall have been first approved by the Council.”

The consideration for both the Loan Agreement and the proposed Amendment is the same (i.e. the costumes and textile artifacts of the Hollywood Museum Collection.) The term of Loan Agreement and the proposed amendment is more than three (3) years. Consequently, the proposed amendment will require prior approval by City Council under L.A.A.C. Section 10.5.(a) and Charter Section 373.

Charter Section 1022

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

FIDM is required to insure, store, conserve, restore as possible, and display when appropriate costumes and textile artifacts of the Hollywood Museum Collection owned by RAP, at no cost to RAP. It is therefore more economical to secure these services through an independent contractor.

FISCAL IMPACT STATEMENT:

There is no impact to the RAP General Fund as this Amendment is to extend the term of the loan agreement between the City and FIDM with no monetary exchange between RAP and FIDM.

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Division.

**FIDM MUSEUM & GALLERIES**

FIDM MUSEUM & LIBRARY, INC.  
919 South Grand Avenue, Suite 204, Los Angeles, California 90015  
tel 213.623.5821 | fax 213.624.7617 | fidmmuseum.org

April 23, 2014

RECEIVED  
OFFICE OF GENERAL MANAGER

2014 APR 29 AM 9:44

RECREATION & PARKS

Mr. Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 No. Figueroa Street, Suite 1550  
Los Angeles, California 90012

Attn: Vicki Israel

Dear Mr. Shull,

At the suggestion of Greg Fischer, I am writing to request an extension of the Loan Agreement titled "Hollywood Museum Collection-Costumes (Contract #238)" entered into the 23<sup>rd</sup> day of July 1990, by and between the City of Los Angeles/Board of Recreation and Parks Commissioners and the

Fashion Institute of Design & Merchandising  
Museum and Library Foundation, Inc.

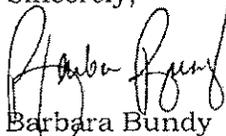
As agreed upon in the Loan Agreement under Section II. Term (pages 2-3)

Materials loaned to FIDM shall remain on deposit with FIDM for a term of twenty-five (25) years unless otherwise provided by this agreement. Upon expiration of said twenty-five (25) years, this agreement may be extended for an additional ten (10) year period upon the written consent of both parties. Because of the great expenses incurred by FIDM to maintain and store these materials, CITY shall not unreasonably withhold consent of said extension. Any further extensions beyond the total of thirty-five (35) years from the hereof shall be subject to negotiation and mutual agreement between the parties.

This agreement is due to expire of July 23, 2015. This letter will serve as a request from the Fashion Institute of Design & Merchandising Museum and Library Foundation, Inc. to extend the Loan Agreement - Hollywood Museum Collection-Costumes for the additional ten (10) year period as expressed in the agreement.

If you have any questions or should require any additional information, please contact me at (213)486-3000 or [bbundy@fidmmuseum.org](mailto:bbundy@fidmmuseum.org).

Sincerely,



Barbara Bundy  
Director  
FIDM Museum and Library Foundation, Inc.

cc: Greg Fischer

/sm

- GM
- X O
- Partnership
- Recreation
- Board Office
- Finance
- H/R / Personnel
- MKTG
- Planning
- FILE
- COPY
- WA
- F-Y-I
- BC File
- GM Signature
- Please Rush



LOAN AGREEMENT  
HOLLYWOOD MUSEUM COLLECTION - COSTUMES

This Loan Agreement is made and entered into this 23<sup>rd</sup> ~~11<sup>th</sup>~~ day  
of July, 1990, by and between

CITY OF LOS ANGELES  
A Municipal Corporation  
Acting By and Through Its  
Board of Recreation and Park Commissioners  
200 North Main St., 13th Floor  
Los Angeles, California 90012  
(213) 485-5508

hereinafter referred to as CITY, and the

FASHION INSTITUTE OF DESIGN AND MERCHANDISING  
MUSEUM AND LIBRARY FOUNDATION, INC.  
A Not-For-Profit Corporation  
818 West Seventh Street  
Suite 607  
Los Angeles, California 90017  
(213) 623-5821

hereinafter referred to as FIDM.

W I T N E S S E T H

WHEREAS, CITY currently owns a collection of memorabilia relating to the motion picture industry which was intended to become part of the proposed "Hollywood Museum" envisioned by the now-defunct Hollywood Museum Associates, Inc., and the CITY, which has not yet come into existence; and

WHEREAS, the Board of Recreation and Park Commissioners finds that appropriate "housing facilities" {as described in Section 2., Paragraph (b), of the agreement dated January 25, 1968, under which CITY purchased the collection} are not yet available for the entire collection; and

WHEREAS, much of this valuable collection is already on twenty-five year loan with various research institutions in Los Angeles in order to provide appropriate curatorial care for the material and make it accessible to researchers and the citizens of Los Angeles; and

WHEREAS, most of the costume and textile artifacts from the collection had still been in CITY possession and were stored in a building known as the Lincoln Heights Jail, located at 401 North Avenue 19 in the City of Los Angeles; and

WHEREAS, CITY invited proposals for the storage, conservation, restoration, maintenance, and exhibition of the costume materials and found the best responsible proposal to be from FIDM; and

WHEREAS, FIDM is desirous of having, willing to take possession of, store, conserve, restore, insure, and exhibit the costume and textile artifacts from the collection; and

WHEREAS, a loan of the materials to FIDM is found to be beneficial to CITY, FIDM, the public, and the materials themselves;

NOW, THEREFORE, the parties do agree as follows:

#### I. FIDM RESPONSIBILITIES

FIDM will insure, store, conserve, restore as possible, and display when appropriate costume and textile artifacts currently on temporary loan to them under a Thirty-Day Revocable Permit dated May 11, 1988, and itemized in Exhibit A.

FIDM will credit DEPARTMENT OF RECREATION AND PARKS, CITY OF LOS ANGELES on all items displayed.

FIDM accepts these artifacts in their current condition, and understands that the CITY has not and will not in the future take any steps to restore or repair any of the artifacts during the term of this loan agreement. Both parties understand that the artifacts are old and in fragile condition, and subject to normal wear and tear, however, FIDM will, to the best of their ability, preserve the artifacts by appropriate cleaning, treating, and restoring, according to generally accepted curatorial standards, and without endangering the integrity of the artifacts.

FIDM shall assign a monetary value to each artifact as it is evaluated, conserved, and identified, and provide written documentation of this valuation to the General Manager or his designated representative at least once a year; such valuation to be used in case remuneration by an insurance carrier is required.

#### II. TERM

Materials loaned to FIDM shall remain on deposit with FIDM for a term of twenty-five {25} years unless otherwise provided by this agreement. Upon expiration of said twenty-five {25} years, this

agreement may be extended for an additional ten {10} year period upon the written consent of both parties. Because of the great expenses incurred by FIDM to maintain and store these materials, CITY shall not unreasonably withhold consent of said extension. Any further extensions beyond the total of thirty-five {35} years from the hereof shall be subject to negotiation and mutual agreement between the parties.

CITY, as sole owner of all materials referred to in this agreement, reserves the right to terminate this agreement upon sixty {60} days advance notice sent in writing by registered mail. This loan will be deemed cancelled sixty {60} days after receipt of said notice.

Upon expiration of said term, or extended term, or upon sixty-day termination of this loan by CITY, FIDM shall deliver all loaned materials to a location as directed by CITY, at no cost to CITY, within ten {10} working days of expiration or termination. Any artifact or artifacts in use in any exhibition may remain in said exhibition until closed or dismantled, for a period not to exceed ninety {90} days, at which time FIDM will then have thirty {30} days from exhibit close to deliver said artifacts to CITY.

### III. COSTS AND FEES

FIDM will not be required to pay CITY any fees, nor will CITY be required to pay any fees to FIDM for services herein provided, including costs of transporting artifacts or costs for preserving or restoring artifacts.

All restoration or other improvements or additions made to any loaned artifacts become the property of CITY as though donated thereto.

### IV. LIABILITY

FIDM shall indemnify and hold CITY and its officers, agents, and employees free and harmless from any and all claims, demands, lawsuit actions of any kind, and expenses, including attorney's fees, which may be incurred or arise out of the operations, products or constructions permitted herein or from any of FIDM'S activities related thereto.

### V. INSURANCE

FIDM agrees to obtain and carry at their own expense physical damage insurance to cover the artifacts received under the terms of this agreement. This insurance will cover the artifacts for both fire and extended perils liability in the amount of at least \$100,000, and name the CITY as loss payee. Proof of insurance must be on the CITY'S endorsement forms, or other evidence

acceptable to the City Risk Manager and City Attorney. Certificates of insurance are unacceptable.

#### VI. USE OF ARTIFACTS

FIDM shall use artifacts for the express purposes of research, education, and display for the edification and enjoyment of the public.

It is agreed and understood that the artifacts loaned FIDM shall not be subject to use away from FIDM facilities without the express written consent of the General Manager of the Department of Recreation and Parks or his designated representative. FIDM shall give notice of intent to loan artifacts no less than fifteen {15} working days prior to transaction of said loan; General Manager must reply within that period, or request to loan will be deemed to have been approved. Because FIDM operates a reliable loan program with other educators, curators, and designers, this written consent will not be unreasonably withheld.

#### VII. ASSIGNMENT AND BANKRUPTCY

This agreement, or any of the rights or obligations hereunder, will not be transferred, assigned, or in any manner conveyed without the prior written consent of CITY. Neither the agreement nor the rights herein granted will be assignable or transferable by any process or proceedings of insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings.

#### VIII. LAWS AND REGULATIONS

FIDM shall comply with all laws, ordinances, rules, and regulations applicable to their business and to their performance of all the terms and conditions of this permit as set forth by City, County, State, and Federal governments.

#### IX. RIGHT OF INSPECTION

CITY and the General Manager of the Department of Recreation and Parks, and their authorized representatives, agents, and employees, have the right to enter FIDM premises at any and all reasonable times for the purpose of inspection and observation of FIDM'S use and care of the artifacts. During these inspections, CITY representatives shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place around or about the artifacts. Said inspections may be made by persons identified to FIDM as City employees, or may be independent contractors engaged by CITY. Inspections may be made to determine if FIDM is complying with the terms and

conditions of the permit; however this will not be construed as to limit CITY's right of inspection for incidental purposes.

X. TITLE

Nothing in this permit shall be construed as an assignment of title of the artifacts to FIDM; all items remain the sole property of the CITY.

XI. AMENDMENTS, ENTIRE AGREEMENT

This agreement may be amended at any time during the term hereof by the express written agreement of the parties and signed by their respective authorized representatives. Except as otherwise expressly stated or referenced herein, this agreement represents the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The above are incorporated, along with the written proposal submitted by FIDM, and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative.

APPROVED AS TO FORM:

JAMES K. HAHN, CITY ATTORNEY

July 26, 1989  
BY Jerry Martin Brown

CITY OF LOS ANGELES  
ACTING BY AND THROUGH ITS BOARD  
OF RECREATION AND PARKS  
COMMISSIONERS

BY [Signature]  
PRESIDENT  
BY [Signature]  
SECRETARY

FASHION INSTITUTE OF DESIGN AND  
MERCHANDISING MUSEUM AND LIBRARY  
FOUNDATION, INC.

BY [Signature]  
DIRECTOR  
BY [Signature], 1989  
1990  
DIRECTOR

## EXHIBIT A

Costumes of the Hollywood Museum Collection

RECORD	ITEM	CLASS	PAGE	REF #	REMARKS
3645	ALLYSON, JUNE	CLOTHING/COSTUMES	3	NGM SALE	2PC BLACK CREPE SUIT
3792	BERGMAN, INGRID	CLOTHING/COSTUMES	6	64-80	PAIR OF LEATHER SLIPPERS FROM JOAN OF ARC
3630	BOW, CLARA (KAUFMAN)	CLOTHING/COSTUMES	2	63-131	2PC RED EVENING GOWN HOOPLA 1933
1116	BROWN, BUSTER (JERRY MAREN)	CLOTHING/COSTUMES	37	62-293	HAT, COAT, PHOTO, TIE, BELT, COMB, STAINED WHT SHIRT
3865	COLBERT, CLAUDETTE (BANTON)	CLOTHING/COSTUMES	1	63-131	BEIGE CREPE WITH LIGHT BLUE FRINGE
3727	COOPER, GARY	CLOTHING/COSTUMES	2	62-270	BLUE JEANS INITIALED BC
3874	CRAWFORD, JOAN (ADRIAN)	CLOTHING/COSTUMES	0	63-131	LETTY LYNTON WHITE CREPE WITH BEADED BLACK
3641	DIETRICH, M. (CLINTON STONER)	CLOTHING/COSTUMES	3	64-203	3PC NAVY WOOL SUIT-MONTE CARLO STORY
1129	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	6 PAIR OF LEATHER TROUSERS
1133	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	WHITE LINEN SUIT (THE MONTE CARLO STORY) 3 PCS
1134	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	GREY SUIT (NO HIGHWAY IN THE SKY)
1135	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	SUEDE SUIT 2 PC.
1136	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	2 LEATHER VESTS (PROD. 279-38)
1139	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	WHITE FULL-LENGTH COAT
1140	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	OFF WHITE SHEER NEGLIGEE
1143	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	NAVY CORDOROY COAT (WITNESS FOR PROSECUTION)
1144	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	2 SWEATERS (WITNESS FOR THE PROSECUTION)
1145	DIETRICH, MARLENE	CLOTHING/COSTUMES	38	64-203	5 PANTS (WITNESS FOR THE PROSECUTION)
3626	DIETRICH, MARLENE	CLOTHING/COSTUMES	2	64-203	WHITE CREPE EVENING GOWN PERSONAL
3639	DIETRICH, MARLENE	CLOTHING/COSTUMES	3	64-203	1PC BLACK VELVET PANE DRESS PERSONAL
3644	DIETRICH, MARLENE	CLOTHING/COSTUMES	3	64-203	BLACK VELVET EMBROIDERED SUIT JACKET BOLERO
3651	DIETRICH, MARLENE	CLOTHING/COSTUMES	4	64-203	2PC HATTIE CARNEGIE SUIT
3656	DIETRICH, MARLENE	CLOTHING/COSTUMES	4	64-203	PERSONAL FUR BLACK, SHORT
3657	DIETRICH, MARLENE	CLOTHING/COSTUMES	5	64-203	2PC CHARCOAL BLACK WOOL SUIT
3663	DIETRICH, MARLENE	CLOTHING/COSTUMES	5	64-203	BLACK VELVET EVENING DRESS W/APRON PERSONAL
3667	DIETRICH, MARLENE	CLOTHING/COSTUMES	5	64-203	BLACK LINEN SLACKS WITH MATCHING VEST
3668	DIETRICH, MARLENE	CLOTHING/COSTUMES	5	64-203	BLACK SUEDE VEST
3682	DIETRICH, MARLENE	CLOTHING/COSTUMES	7	64-203	ABOUT 30 PAIRS OF SHDES
3683	DIETRICH, MARLENE	CLOTHING/COSTUMES	7	64-203	BLACK GOWN WITH LACE TOP
3775	DIETRICH, MARLENE	CLOTHING/COSTUMES	4	64-203	SCRAPS OF CLOTH FROM VARIOUS DRIGINS
3625	DIETRICH, MARLENE (BANTON)	CLOTHING/COSTUMES	1	63-131	3PC EVENING GOWN DESIRE 1938
3632	DIETRICH, MARLENE (DODSON)	CLOTHING/COSTUMES	2	64-203	3PC GYPSY DRESS GOLDEN EARRINGS 1947
3646	DIETRICH, MARLENE (HEAD)	CLOTHING/COSTUMES	4	64-203	2PC GRAY WL SUIT W/HAT WITNESS FOR PROSECUTION
3647	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	4	64-203	CHARCOAL GRAY PLAID SUIT
1137	DIETRICH, MARLENE (BANTON)	CLOTHING/COSTUMES	38	64-203	BEADED JACKET (TRAVIS BANTON)
3650	DIETRICH, MARLENE (DIOR)	CLOTHING/COSTUMES	4	64-203	2PC HEAVY WOOL SUIT, GREEN
3658	DIETRICH, MARLENE (DIOR)	CLOTHING/COSTUMES	5	64-203	BEIGE SILK CREPE DRESS MONTE CARLO STORY 1957
3653	DIETRICH, MARLENE (IALOMGO, INC.)	CLOTHING/COSTUMES	4	64-203	2PC WOOL SUIT W/VELVET CUFFS AND COLLAR
3633	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	2	64-203	1PC NET PAISLEY STRPLS EVNG GWN FOREIGN AFFAIR
3636	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	3	64-203	1PC BLACK CHIFFON EVENING GOWN PERSONAL
3638	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	3	64-203	1PC GOLD/BLACK LACE EVENING GOWN PERSONAL
3642	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	3	64-203	BLACK AND WHITE CHECKERED SUIT JACKET
3669	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	6	64-203	BLACK AND WHITE STRIPED OVERCOAT
3674	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	6	64-203	NAVY BLUE OVERCOAT NO HIGHWAY
3675	DIETRICH, MARLENE (IRENE)	CLOTHING/COSTUMES	6	64-203	2PC BEIGE SAFARI WOOL SUIT
3649	DIETRICH, MARLENE (JACQUES FATH)	CLOTHING/COSTUMES	4	64-203	2PC BLACK/WHITE MOIRE EVENING GOWN
3866	DIETRICH, MARLENE (JEAN DESSES)	CLOTHING/COSTUMES	1	64-203	BLUE/RUST CHINA SILK GOWN STAGE FRIGHT
3648	DIETRICH, MARLENE (PIERRE BALMAIN)	CLOTHING/COSTUMES	4	64-203	2PC SILK SATIN SUIT

Exhibit A  
Costumes of the Hollywood Museum  
Collection

3637 DIETRICH, MARLENE (SAKS 5TH AVE)	CLOTHING/COSTUMES	3	64-203	2PC BEADED EVENING GOWN (NO HIGHWAY 1951???)
3628 GABOR, EVA (ROSE)	CLOTHING/COSTUMES	2	MGM SALE	1PC EVENING GOWN THE LAST TIME I SAW PARIS
3875 BARBO, GRETA (ADRIAN)	CLOTHING/COSTUMES	0	63-131	INSPIRATION 1931 3 PC BLACK W/ BEADED COLLAR
3643 GAYNOR, JANET (ADRIAN)	CLOTHING/COSTUMES	3	63-131	1PC EVENING GOWN PERSONAL
1121 HARLOW, JEAN	CLOTHING/COSTUMES	37	64-204	SHORTS
3867 HARLOW, JEAN (ADRIAN)	CLOTHING/COSTUMES	1	64-204	OFF-WHITE SATIN GOWN, GRAUMANN'S
1119 KEATON, BUSTER	CLOTHING/COSTUMES	37	63-137	HAT
3872 LOMBARD, CAROL (BANTON)	CLOTHING/COSTUMES	0	63-131	NO MAN OF HER OWN
3662 LUDWIG, F.	CLOTHING/COSTUMES	5	MGM SALE	RED RUST DRESS W/METALLIC TRIM
1117 MIX, TOM	CLOTHING/COSTUMES	37	62-300	1 SPURS, 1 CHAPS, 1 STETSON
3925 NEGRI, POLA	CLOTHING/COSTUMES	0	63-122	BLACK W/GOLD EMBROIDERY(W/VALENT.JACKET-MISS.)
3780 NORMAND, MABLE (SILENT "RAMONA"?)	CLOTHING/COSTUMES	4		2 SHIRTS
3666 NOVATNA, JARMILLA (ROSE)	CLOTHING/COSTUMES	5	MGM SALE	2PC YELLOW PERIOD DRESS THE GREAT CARUSO 1951
3785 OUR GANG	CLOTHING/COSTUMES	5		EMBROIDERED CLOTH
3654 REYNOLDS, DEBBIE	CLOTHING/COSTUMES	4	MGM SALE	3PC PERIOD GOWN PROD#1617 1953
3629 ROBSON, MAY (BESS SCHLANK)	CLOTHING/COSTUMES	2	62-170	BLACK 30'S JEWELLED EVENING GOWN
3900 RUSSELL, LILLIAN	CLOTHING/COSTUMES	0	62-170	ENGLISH RIDING BOOTS-UNIV. 7 MAY 87
3873 SHEARER, NORMA (ADRIAN)	CLOTHING/COSTUMES	0	63-131	IDIOT'S DELIGHT 1939 1 PC GOLD WITH GOLD TRIM
1123 SPARTACUS	CLOTHING/COSTUMES	37	62-129	3 PAIR OF SANDALS
1125 SPARTACUS	CLOTHING/COSTUMES	37	62-129	4 PIECE ROMAN OUTFIT
1128 SPARTACUS	CLOTHING/COSTUMES	37	62-129	2 BREAST PLATES
3790 SPARTACUS	CLOTHING/COSTUMES	6	62-129	BLACK AND WHITE LACE BOOTS
3783 SPARTACUS COSTUME - PIECES	CLOTHING/COSTUMES	4	62-129	CAPE AND BELT
1130 STANWICK, BARBARA	CLOTHING/COSTUMES	38	MGM SALE	3-PIECE BLUE DRESS
3655 STANWYCK, BARBARA (HEAD)	CLOTHING/COSTUMES	4	63-131	BLACK CREPE PIECES MISSING-THAT LADY EVE 1940
3782 STEWART, ANITA COLLECTION	CLOTHING/COSTUMES	4		SKIRT OF SCARVES/1 KIMONO-ROBE/ VAR FEATHERS
3740 THOMPSON ?	CLOTHING/COSTUMES	2		WOOL PANTS - THEATRICAL COSTUME
3640 TURNER, LANA ?	CLOTHING/COSTUMES	3	MGM SALE	2PC FIFTIES SUIT
3732 U ACCESSORIES	CLOTHING/COSTUMES	2		BLACK SATIN SASH
3766 U ACCESSORIES	CLOTHING/COSTUMES	3	MGM SALE	B & W CHECKED PARISOL
3772 U ACCESSORIES	CLOTHING/COSTUMES	4		RED AND WHITE CLUTCH PURSE
3773 U ACCESSORIES	CLOTHING/COSTUMES	4		LEATHER BELT WITH METAL CLASP
3774 U ACCESSORIES	CLOTHING/COSTUMES	4		JAPANESE FAN
3778 U ACCESSORIES	CLOTHING/COSTUMES	4		BROKEN EYEGLASSES
3781 U ACCESSORIES	CLOTHING/COSTUMES	4	63-295	7 BEADED PURSES
3878 U CHILD	CLOTHING/COSTUMES	0		PINK DRESS, SHREDDED
3634 U GOWN	CLOTHING/COSTUMES	2		STRAPLESS BLUE LACE EVENING GOWN
3652 U GOWN	CLOTHING/COSTUMES	4		2 PCS-CLOTH OF GOLD EVNG GOWN W/BEADED TULLE
3659 U GOWN	CLOTHING/COSTUMES	5		30'S BEIGE LACE W/VELVET TRIM PERIOD GOWN
3660 U GOWN	CLOTHING/COSTUMES	5		LONG BLUE DRESS WITH HOOP IN HEM--SILENT ERA
3673 U GOWN	CLOTHING/COSTUMES	6		SEQUINED TULLE SKIRT W/ VEST
3724 U GOWN	CLOTHING/COSTUMES	2		2PC.BRN CHIFFON DRESS W/BEADING ON SKIRT
3730 U GOWN	CLOTHING/COSTUMES	2	MGM SALE	3 PIECE JAPANESE KIMONO W/SANDALS
3756 U GOWN	CLOTHING/COSTUMES	3		PERIOD GOWN/ USED IN HIDEALBERS BY PHOTO CENTR
3624 U GOWN (IRENE COUTURE)	CLOTHING/COSTUMES	1		1PC EVENING GOWN-BULLOCKS WILSHIRE-RUSSELL ?
3635 U GOWN (IRENE COUTURE)	CLOTHING/COSTUMES	2		1PC PAINTED EVENING GOWN BULLOCKS WILSHIRE
3679 U GOWN (IRENE)??	CLOTHING/COSTUMES	6		1PC BEIGE BROWN & BLUE CHIFFON EVENING GOWN
3868 U GOWN (MADAME GRES)	CLOTHING/COSTUMES	1		SLEEVELESS WHITE CREPE SILK
1138 U GOWNS	CLOTHING/COSTUMES	38		BEADED DRESS, ON PINK SATIN, POOR, 1920'S??
3926 U GOWNS, SILENT ERA	CLOTHING/COSTUMES	0		1920'S; 1 EA YELLOW SATIN, YELLOW CHIFFON,POOR
3760 U HAT	CLOTHING/COSTUMES	3	MGM SALE	BELLMEN'S CAP
3761 U HAT	CLOTHING/COSTUMES	3		CONDUCTOR'S HAT

Exhibit A  
Costumes of the Hollywood  
Museum Collection

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3762 U HAT	CLOTHING/COSTUMES	3	MGM SALE	AUTOGRAPHED SAFARI HAT
3763 U HAT	CLOTHING/COSTUMES	3	MGM SALE	YELLOW CAB HAT
3764 U HAT	CLOTHING/COSTUMES	3	MGM SALE	RUSSIAN HAT
3765 U HAT	CLOTHING/COSTUMES	3		FLORAL HAT WITH VEIL
3767 U HAT	CLOTHING/COSTUMES	3	MGM SALE	STETSON
3876 U HAT	CLOTHING/COSTUMES	0		BOYS SAILOR HAT
3929 U HAT	CLOTHING/COSTUMES	0	MGM SALE	BLACK VELVET PICTURE HAT
3729 U MEN'S	CLOTHING/COSTUMES	2	MGM SALE	2 PIECE ELEVATOR OPERATOR UNIFORM
3739 U MEN'S	CLOTHING/COSTUMES	2		2 MEN'S SHIRTS 1 YELLOW 1 WHITE
3743 U MEN'S	CLOTHING/COSTUMES	2		GREY SLACKS LEVI BRAND
3745 U MEN'S	CLOTHING/COSTUMES	2		POLYESTER MEN'S PANTS
3752 U MEN'S	CLOTHING/COSTUMES	3		MAN'S GREEN CARDIGAN SWEATER
3744 U MISC	CLOTHING/COSTUMES	2		TAN PAINTER'S COAT
3771 U MISC	CLOTHING/COSTUMES	4		PAIR BOXING GLOVES
3930 U MISC	CLOTHING/COSTUMES	0		4 PIECES OF CLOTH-OF-GOLD, OTHER TEXTILES
3670 U NEGLIGE	CLOTHING/COSTUMES	6		OFF-WHITE LACE CROCHET NEGLIGEE
3725 U NEGLIGE	CLOTHING/COSTUMES	2		BLACK NEGLIGE OVERCOAT
3731 U NEGLIGE	CLOTHING/COSTUMES	2		BEIGE LACE NEGLIGE OVERCOAT
3779 U NEGLIGE	CLOTHING/COSTUMES	4		RED NEGLIGE
3784 U NEGLIGE	CLOTHING/COSTUMES	5		2 PC LIGHT GREEN W/ DARK GREEN LACE
1132 U ROMAN	CLOTHING/COSTUMES	38		BROWN ROMAN TUNIC--MGM
3676 U ROMAN	CLOTHING/COSTUMES	6		BIBLICAL OUTFIT SIMMONS COSTUME HOUSE
3728 U ROMAN	CLOTHING/COSTUMES	2		ORANGE TOGA POSSIBLY FROM QUD VADIS
3733 U ROMAN	CLOTHING/COSTUMES	2		3 MAROON TOGAS- SPARTACUS W/ JEWELLED BELT
3734 U ROMAN	CLOTHING/COSTUMES	2		BEIGE TOGA WITH MAROON STRIPE/BIBLICAL OUTFIT
3741 U ROMAN	CLOTHING/COSTUMES	2		MAROON TOGA W/ BLACK TRIM
3777 U ROMAN	CLOTHING/COSTUMES	4		SHEATH FOR SWORD SPARTACUS???
3770 U SHOES	CLOTHING/COSTUMES	3		PAIR MEN'S WOODEN SHOE SUPPORTS
3928 U SHOES	CLOTHING/COSTUMES	0		3 PAIRS UNKNOWN MEN'S SHOES, 2 PRS. W/ SOCKS
3664 U WOMEN'S	CLOTHING/COSTUMES	5		RED CAPE WITH SEQUIN AND BEAD WORK
3671 U WOMEN'S	CLOTHING/COSTUMES	6		POLYESTER BLOUSE
3737 U WOMEN'S	CLOTHING/COSTUMES	2	MGM SALE	MAROON SATIN SHAWL WITH HEAVY FRINGE
3738 U WOMEN'S	CLOTHING/COSTUMES	2		BLACK VELVET MINISKIRT
3753 U WOMEN'S	CLOTHING/COSTUMES	3		RED POLYESTER BLOUSE
3754 U WOMEN'S	CLOTHING/COSTUMES	3		YELLOW POLYESTER MINISKIRT
3757 U WOMEN'S	CLOTHING/COSTUMES	3		WHITE LINEN APRON
3742 U WOMENS	CLOTHING/COSTUMES	2	MGM SALE	LIGHT BLUE DACRON HOUSE DRESS
1122 USTINOV, PETER	CLOTHING/COSTUMES	38		METALLIC LAUREL REEF (QUO VADIS)
3735 USTINOV, PETER	CLOTHING/COSTUMES	2		2 PIECE UNDER ROBE MGM 62-3
1518 VALENTINO, RUDOLF	CLOTHING/COSTUMES	48		MATADOR COSTUME/BLOOD&SAND?/2 JACKETS, 1 PANTS
3755 VALENTINO, RUDOLPH	CLOTHING/COSTUMES	3		PAIR MEN'S SILK STOCKINGS-BLOOD AND SAND?
3681 VALLI, LARRY	CLOTHING/COSTUMES	6	63-126	3PC B&W SATIN BOZO OUTFIT
3631 WILLIAMS, ESTHER (ROSE)	CLOTHING/COSTUMES	2		1PC STRAPLESS DRESS JUPITER'S DARLING 1954
3627 YOUNG, LORETTA (HEAD)	CLOTHING/COSTUMES	2	63-131	3PC EVNG GWN THE PERFECT MARRIAGE 1946 HEAD PC

## INSTRUCTIONS TO PROSPECTIVE NONCONSTRUCTION CONTRACTORS

As a bidder for a City of Los Angeles contract, you are required to comply with the nondiscrimination provisions as defined in Division 10 of the Los Angeles Administrative Code, which was amended to include Ordinance No. 147,030. Pertinent provisions appear on bid, contract, and purchase order forms.

### NONDISCRIMINATION CLAUSE - REQUIRED IN ALL CONTRACTS

Every contract which is let, awarded, or entered into on behalf of the City of Los Angeles, shall contain by insertion therein a nondiscrimination clause obligating the contractor not to discriminate in his employment practices during the performance of the contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under any contract with the City shall contain a like nondiscrimination clause.

### EQUAL EMPLOYMENT PRACTICES CERTIFICATION - REQUIRED FOR ALL CONTRACTS IN EXCESS OF \$500 BUT NOT MORE THAN \$5,000

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of \$500, but is not more than \$5,000, the bidder shall sign and submit the Equal Employment Practices Certification Form.

### AFFIRMATIVE ACTION PROGRAM CERTIFICATION - REQUIRED FOR ALL CONTRACTS IN EXCESS OF \$5,000

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of \$5,000, the bidder shall sign and submit the following with the bid:

1. A signed Affirmative Action Program Certification Form.
2. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:
  - a. "Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors."
  - b. A trade association plan, if the contractor is a member in good standing of the association. This plan must be reviewed and approved by the Office of Contract Compliance.
  - c. The contractor's (bidder's) Affirmative Action Plan. This plan must be reviewed and approved by the Office of Contract Compliance.
3. Each of the above documents, if approved, shall be effective for 12 months following the date of approval with the approval for the Affirmative Action Practices Certification to be concurrent with the approval for the Affirmative Action Plan.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS  
FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code, to the contrary, every non-construction contract involving an expenditure in excess of \$5,000 of City funds, except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9(a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as his affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of \$5,000, unless he has submitted as part of his bid a written affirmative action plan embodying both (1) goals and timetables of minority and female utilization, (Members of "Minority Groups" include any person or group described by race, religion, sex, ancestry, national origin, age, or physical handicap) and (2) specific affirmative action steps directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and timetables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category provided the opportunities arise and qualified persons are available to fill vacancies.

	<u>Ethnic Minorities</u>	<u>Females</u>
1/1/78-12/31/78	21%	21%
1/1/79-Until Further Notice	21%	21%

For work performed outside the County of Los Angeles, the goals through 1979 for minorities and females are equivalent to 50% of the minority population and 50% of the female civilian labor force in the recruitment area; however, the goals for females are not to exceed 21%.

The contractor may be exempted from the above Goals and Timetables if he agrees to enter into a joint venture with a minority contractor. The contractor must describe how he will utilize the minority employees. The exemption shall extend only to the Goals and Timetables of this Plan.

In the event that under a contract which is subject to these bid conditions any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the ranges for 1979 shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, or physical handicap.

### 3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that he shall immediately make a good faith effort to include within his employ said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) He shall recruit and make efforts to obtain minorities through:

- (1) Advertising employment opportunities in minority community news media;
- (2) Notifying minority community organizations of employment opportunities;
- (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
- (4) Encouraging present minority employees to refer their friends and relatives;
- (5) Promoting after school and vacation employment opportunities for minority youth;
- (6) Validating all employment specifications, selection requirements, tests, etc.;
- (7) Maintaining a file of the names and addresses of each minority worker referred to him and what action he took concerning such worker; and
- (8) Notifying the appropriate awarding authority of the City in writing when a union with whom he has a collective bargaining agreement has failed to refer a minority worker to him.

- (b) He shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.
- (c) He shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.
- (d) He shall secure cooperation or compliance from the labor referral agency to his contractual affirmative action obligations.
- (e) He shall establish a person at the management level of the contracting entity to be his Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
- (f) He shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

- a. He shall advertise invitations for subcontractor bids in minority community news media.
- b. He shall contact minority contractor organizations for referral of prospective subcontractors.
- c. He shall contact any other source likely to yield qualified minority contractors and vendors.
- d. He shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

- a. Recruit and refer minority employees to such programs.
- b. Establish training programs within his company and/or his association that will prepare minority employees for advancement opportunities.
- c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all his operations and contracts. Said policies shall be provided to all his employees, subcontractors, vendors, unions, and all others with whom he may become involved in fulfilling any of his contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.

7. Where problems are experienced by the Contractor or the subcontractor in complying with his affirmative action obligations, the Contractor or subcontractor shall document his good faith effort to comply with the requirements by the following procedure:

- a. He shall state the nature of the problem.
- b. He shall state what he attempted to do, how, and on what date.
- c. He shall state to whom his efforts were directed.
- d. He shall state the response received and date.
- e. He shall state what other steps he has taken or will take to comply and when.
- f. He shall state why he has been or will be unable to comply.

8. The Contractor and each of his known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of his known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the Contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contract Compliance of the City of Los Angeles.

13. Where the Contractor or his subcontractor has failed to comply with the Affirmative Action requirements contained in this section, any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER  
(See Item 3(e), Page 3)

Please be advised that FIDM Museum + Library Foundation  
Firm Name and Address  
919 S. Grand Ave. Los Angeles, Ca. 90015  
hereby appoints Annie JOHNSON VP CFO  
Name of Appointee Present Official Status with Firm

as its Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate, and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at 818 W. 7th, CA. CA 90017  
Work Location

(213) 624-1200x400 concerning matters related to any affirmative action  
Telephone taken by this firm to increase minority utilization in its employment.

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NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

"A. In contractual proceedings where a notice inviting proposals for the work, services, information or property required to be furnished or supplied to the City or to be sold to the City is published either in accordance with Sections 386 or 387 of the Charter of said City or is otherwise published, such notice shall specify that the provisions of Section 10.8 through 10.8.6 hereof applicable to any such notice will be part of any contract awarded by the City pursuant to such notice.

"B. In contractual proceedings where a notice is not published as provided in subsection A, the contractor or contractors will be advised at the outset of negotiations that the provisions of subsection 10.8 through 10.8.6 hereof will be a part of any contract entered into by the City as a result of such negotiations."

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NONDISCRIMINATION CLAUSE — REQUIRED IN ALL CONTRACTS

The contractor agrees and obligates himself not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under this contract shall contain a like nondiscrimination clause.

**LOS ANGELES CITY AFFIRMATIVE ACTION PLAN  
ETHNIC COMPOSITION OF TOTAL WORK FORCE**

To be completed, signed, and submitted by nonconstruction contractors

Contractor: FIDM Museum + Library Foundation  
 Address: 919 S. Grand Ave Los Angeles, CA 90015  
 Telephone: (213) 624-1200

Prime  
 Subcontractor  
 Spec. No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_

Indicate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force.

OCCUPATIONS	EMPLOYMENT BY RACE, OCCUPATION, AND SEX										Total All Employees	Total Minority	Percent Minority
	MALE EMPLOYEES					FEMALE EMPLOYEES							
	Total Males	MINORITY GROUPS				Total Females	MINORITY GROUPS						
	Negro	Oriental	American Indian	Spanish American	Negro	Oriental	American Indian	Spanish American					
OFFICIALS AND MANAGERS					3	1					9	2	22%
PROFESSIONALS	1	1			5								
TECHNICIANS													
SALES WORKERS													
OFFICE AND CLERICAL													
CRAFTSMEN (Skilled)													
OPERATIVES (Semiskilled)													
LABORERS (Unskilled)													
SERVICE WORKERS													
<b>TOTAL</b>	1				8						9	2	22%

(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)

APPRENTICES													
On-the-job Trainees	White Collar												
	Production												

EMPLOYMENT STATISTICS WERE OBTAINED FROM

AVAILABLE RECORDS       VISUAL CHECK       OTHER (Specify) \_\_\_\_\_

The Contractor by his signature affixed hereto declares under penalty of perjury that:

- he has read the above Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors,
- he shall accept the requirements contained therein as the basic Affirmative Action Plan for all his operations within the County of Los Angeles, or the applicable work force recruitment area of the contractor, if the contractor is located outside of the County of Los Angeles.
- the information contained hereon is true and correct.

To be eligible for award of contract in excess of \$5,000, Pages 5 and 6 must be completed, Page 6 must be signed, and Pages 1 thru 6 must be submitted with the bid.

*Joyce Hale*  
 Signature  
**EXECUTIVE DIRECTOR**  
 Title  
**FIDM Museum + Library**  
 Company Name  
**May 4, 1990**  
 Date

CERTIFICATION FOR CONTRACTS OF MORE THAN \$5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the 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, age or physical handicap.

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. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

C. At the request of the awarding authority or the office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis of race, religion, ancestry, national origin, sex, age or physical handicap.

D. The 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 of this contract, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof, 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 the contractor or subcontractor in accordance with the provisions of Section 12.333.2 of the Los Angeles Administrative Code.

F. Upon a finding duly made that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this 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 of Los Angeles. 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 or subcontractor is an irresponsible bidder pursuant to the provisions of Section 356 of the Los Angeles City Charter. In the event of such determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment Practice 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 the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California, or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this 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 this contract.

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

I. The Office of Contract Compliance shall promulgate rules and regulations and forms for the implementation of the Affirmative Action Program of this contract, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. 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 this bid is submitted, the contractor shall submit an AFFIRMATIVE ACTION PLAN to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a prebid or preaward 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 next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of \$5,000 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.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works, Office of Contract Compliance may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade associations shall provide the Office of Contract Compliance with a list of members in good standing in such association.

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 approved Affirmative Action Nondiscrimination 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 the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the prebid or preaward 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 nonapprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Preapprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all 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; and
6. The entry of qualified women and minority journeymen into the industry.

N. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

O. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's affirmative action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

P. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential and may be publicized by the contractor at his 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.

Q. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City contracts.

May 4, 1990  
Date

Los Angeles, California  
Location

Kaycee Hale  
Officer's Signature

Exec. Director  
Officer's Name and Title