

**FIRST SUPPLEMENTAL LETTER OF AGREEMENT TO CONTRACT C-130546  
BETWEEN THE CITY OF LOS ANGELES AND MUSEUM ASSOCIATES, INC.  
DBA LOS ANGELES COUNTY MUSEUM OF ART.**

This First Supplemental Letter of Agreement to Contract No. C-130546 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 Museum Associates, Inc. dba Los Angeles County Museum of Art (hereinafter "Contractor").

**WITNESSETH**

WHEREAS, the City, through its Department of Cultural Affairs (DCA), advances the social and economic impact of arts and culture through grantmaking; public art; community arts; performing arts; and strategic marketing, development, design, and digital research; and

WHEREAS, the Watts Towers State Historic Park (Watts Towers) is a recognized U.S. National Historic Landmark owned by the State of California (State) and considered one of the most culturally significant public artworks in Southern California; and

WHEREAS, through an agreement with the State, DCA is responsible for providing oversight of ongoing maintenance, restoration, conservation, education and related cultural programming at the Watts Towers; and

WHEREAS, on December 5, 2017, the City executed Contract No. C-130546 with the Contractor for specialized services to maintain, conserve, and restore the three central towers of Watts Towers; and

WHEREAS, Contractor, through no fault of its own, was unable to complete the scope of work in the Agreement prior to the expiration on March 30, 2020; and

WHEREAS, CITY desires Contractor to complete scope of work under the terms of the Agreement by extending the contract term date to end on October 31, 2021; and

WHEREAS, per Contract No. C-130546, any changes in the terms of this Agreement, including extension of the term, shall be incorporated into this Agreement by a written amendment properly executed by both parties; and

WHEREAS, this Amendment is necessary and proper to complete certain activities authorized under the Agreement.

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

- 1. Modify ARTICLE II - TERM AND SERVICES TO BE PROVIDED, Section A of the Agreement, as follows:**

The term of this AGREEMENT shall commence on July 1, 2017 and shall end on October 31, 2021, subject to the termination provisions herein.

**AND**

2. **Modify ARTICLE II - TERM AND SERVICES TO BE PROVIDED, Section B of the Agreement, as follows:**

Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this First Supplemental Letter of Agreement (SLA). To the extent that said services were performed in accordance with the terms and conditions of this First SLA, those services are hereby ratified.

**AND**

3. **Modify ARTICLE II - TERM AND SERVICES TO BE PROVIDED, Section C, Subsection 3 of the Agreement, as follows:**

Pursuant to Article III, Section B, the CONTRACTOR shall submit invoices, and make periodic reports to the CITY of its activities on the following basis. The CONTRACTOR shall deliver annual reports on its progress to the Department no later than June 30, 2018 (for the contract year ending June 30, 2018) and June 30, 2019 (for the contract year ending June 30, 2019); and final report at the conclusion of the restoration program no later than October 31, 2021.

**AND**

4. **Modify ARTICLE III - TERM AND SERVICES TO BE PROVIDED, Section B, Subsections 6 and 7 of the Agreement, as follows:**

6. No later than October 31, 2021, the CONTRACTOR shall submit a final invoice in the amount of \$250,000.

7. The foregoing payments shall be subject to CONTRACTOR'S delivery of the annual and final reports required pursuant to Article II, Section C.3.

**AND**

5. **Modify ARTICLE IV - STANDARD PROVISIONS, Section A of the Agreement, as follows:**

Contractor agrees to comply with the "Standard Provisions for City Contracts" (Rev. 10/17)[v3], attached hereto as Appendix A and incorporated herein by reference, including the following provision:

1. Disclosure of Border Wall Contracting Ordinance

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

**AND**

**6. Modify ARTICLE V – GENERAL TERMS, Section G, Subsection 4 of the Agreement, as follows:**

In the event of any inconsistency between the provisions of this Contract and the attachment hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:

- a) Paragraphs set forth in this First Supplemental Letter of Agreement to contract C-130546
- b) Paragraphs set forth in the body of Contract C-130546
- c) Standard Provisions for City Contacts (Rev. 10/17)[v.3]

**AND**

**7. Modify ARTICLE V – GENERAL TERMS, Section G of the Agreement to include Subsections 5 and 6, as follows:**

- 5. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.
- 6. Except as amended by this First Supplemental Letter of Agreement, all other terms and conditions of Contract No. C-130546 shall remain in full force and effect.

**(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**

**MUSEUM ASSOCIATES, INC. DBA LOS ANGELES COUNTY MUSEUM OF ART**

By: \_\_\_\_\_  
DANIELLE BRAZELL, General Manager  
Department of Cultural Affairs

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

By: \_\_\_\_\_  
DIANA VESGA  
Chief Administrative Officer

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

By: \_\_\_\_\_  
FRED GOLDSTEIN  
Vice-President and General Counsel

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

By: \_\_\_\_\_  
ANN ROWLAND  
Chief Financial Officer

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

**APPROVED AS TO FORM:**

MIKE FEUER, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
LAURIE RITTENBERG  
Assistant City Attorney

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

By: \_\_\_\_\_  
Deputy City Clerk

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

\* 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: 0000247355-0001-1

Agreement Number: C-130546

## APPENDIX A

### STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.**    Construction of Provisions and Titles Herein

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

### **PSC-2.**    Applicable Law, Interpretation and Enforcement

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

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

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

### **PSC-3.**    Time of Effectiveness

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

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

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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

**PSC-9. Termination**

**A. Termination for Convenience**

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

**B. Termination for Breach of Contract**

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

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

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

**PSC-11. Contractor's Personnel**

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

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

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

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

**PSC-16. Retention of Records, Audit and Reports**

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

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

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

**PSC-17. Bonds**

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

**PSC-18. Indemnification**

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

**PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

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

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

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

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

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

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

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

**PSC-43. Confidentiality**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

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

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

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

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

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

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

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

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

### **STANDARD PROVISIONS**

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

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

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

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



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid  
or proposal for the contract noted below. Please write legibly.*

☐ Original filing ☒ Amended filing (original signed on 07/26/17; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:

C-130546

Awarding Authority (Department):

Cultural Affairs

Name of Bidder:

Museum Associates dba Los Angeles County Museum of Art

Phone:

323-857-6048

Address:

5905 Wilshire Blvd., Los Angeles, CA 90036

Email:

fgoldstein@lacma.org

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date:

4/20/2020

Signature:

Name:

Title:

[Signature]  
Fredrick P. Goldstein  
Dr. J.P. General Counsel



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☐ Original filing ☒ Amended filing (original signed on 07/26/17; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable):

C-130546

Date Bid Submitted:

12/05/2017

Description of Contract (title of RFP and services to be provided):

Restoration of Watts Towers

City Department Awarding the Contract:

Cultural Affairs

### BIDDER INFORMATION

Name: Museum Associates dba Los Angeles County Museum of Art

Address: 5905 Wilshire Blvd., Los Angeles, CA 90036

Email: fgoldstein@lacma.org Phone: 323-857-4700

### SCHEDULE SUMMARY

Please complete all three of the following:

#### 1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

#### 2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☒ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): \_\_\_\_\_

### BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date:

7/20/2020

Signature:

Name:

Title:

*[Handwritten Signature]*  
Fred Goldstein  
Sr. V.P., & General Counsel

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE**

**CRO QUESTIONNAIRE RECEIPT FORM**

The Awarding Authority must attach this form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless this form indicates that the CRO Questionnaire was submitted.

**1. Information Regarding Proposed Contract**

Project Name/Description:	2019-20 DCA Watts Towers Maintenance
Awarding Department:	Cultural Affairs Stop 380
Name of Dept. Contact:	Don Phaneuf (213) 202-5534

**2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:**

Museum Associates DBA LACMA

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**FOR DAA USE ONLY – REGARDING RECEIPT**

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The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) \_\_\_\_\_.

The Questionnaires were processed by:

\_\_\_\_ Dept. of Public Works Office Contract Compliance CORE Section  
\_\_\_\_ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) \_\_\_\_\_ Phone \_\_\_\_\_

DAA Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

# LWO - DEPARTMENTAL GUIDANCE FORM

## REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance (OCC) AFTER THE CONTRACT HAS BEEN EXECUTED. **INCOMPLETE SUBMISSIONS WILL BE RETURNED**. Please refer to the endnotes for more details.

This form is intended only as an initial determination by the Awarding Department on the applicability of the Living Wage Ordinance (LWO) to a contract. If a final LWO determination is needed, please contact the OCC.

AWARDING DEPARTMENT INFO	
Dept: <u>30</u>	Contract Administrator: <u>Donald Phaneuf</u> Phone #: <u>213-202-5534</u>
CONTRACTOR INFO	
Contractor Name: <u>Museum Associates</u>	
Contractor Address: <u>5905 Wilshire Blvd.</u>	
City: <u>Los Angeles</u>	State: <u>CA</u> Zip: <u>90036</u>
CONTRACT INFO	
Contract Name: <u>2019/2020 DCA Grant</u>	Contract #: _____
Purpose: <u>Arts and Culture</u>	
Contract Amount: <u>2,000,000.00</u>	Start Date: <u>07/01/2019</u> End Date: <u>12/31/2020</u>
Location of Service: <u>Los Angeles</u>	
SECTION I: DETERMINING APPLICABILITY TO THE LWO	
1. Check off ONE box that best describes the contract. <input type="checkbox"/> New Contract <input checked="" type="checkbox"/> Contract Amendment # <u>1st Amendment</u>	<b>INSTRUCTIONS</b> If you checked off the New Contract box, <b>SKIP TO</b> Question 3. If you checked off the Contract Amendment box, <b>CONTINUE TO</b> Question 2a.
2a. Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 2b. Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No	If you checked off YES to 2a OR 2b, <b>THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.</b> If you checked off NO to 2a AND 2b, <b>CONTINUE TO</b> Question 3.
3. Check off any box(es) from the list that describes the contract. <div style="border: 1px solid black; padding: 2px; display: inline-block;">TYPE A</div> <input type="checkbox"/> Service contract that is <b>less</b> than 3 months <b>OR less</b> than \$25,000. <input type="checkbox"/> With another governmental entity. <input type="checkbox"/> Purchase or rental of goods, equipment, property. <input type="checkbox"/> With a utility company for work pursuant to an order of the Public Utilities Commission. Financial assistance is below <u>both</u> the LWO CFAR thresholds: <input type="checkbox"/> (a) Financial assistance must be less than \$1 Million in a 12-month period <b>AND</b> (b) is less than \$100,000 if on a continuing basis.	If you checked off one of the boxes under <b>TYPE A</b> <sup>1</sup> , your contract is <b>NOT SUBJECT</b> to the LWO. <b>THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.</b>
<div style="border: 1px solid black; padding: 2px; display: inline-block;">TYPE B</div> <input checked="" type="checkbox"/> Service contract that is at least 3 months AND \$25,000 or more.	If you checked off the box under <b>TYPE B</b> , your contract <b>MAY OR MAY NOT BE SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Question 4a.

**SECTION I: DETERMINING APPLICABILITY TO THE LWO (continued)**

Question #3 (continued)		<b>TYPE C</b>	<u>INSTRUCTIONS</u>
<input type="checkbox"/> Public leases or licenses.			If you checked off the box under <b>TYPE C</b> , your contract <b>MAY OR MAY NOT BE SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Question 5a.
		<b>TYPE D</b>	
<input type="checkbox"/> City Financial Assistance Recipient (CFAR).			If you checked off the box under <b>TYPE D</b> , your contract <b>MAY OR MAY NOT BE SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Question 6.
		<b>TYPE E</b>	
<input type="checkbox"/> Construction contracts.			If you checked off the box under <b>TYPE E</b> , your contract <b>MAY OR MAY NOT BE SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Question 8.
TYPE B	4a. Are at least some of the services rendered by Employees whose work site is on property owned or controlled by the City?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>If you checked off YES to 4a, 4b OR 4c, this contract is <b>SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Section II.</p> <p>If you checked off NO to 4a, 4b AND 4c, this contract is <b>NOT SUBJECT</b> to the LWO, contingent on the OCC's approval. Contractor must complete and submit the LW-29 LWO Non-Coverage Determination Application for approval prior to contract execution. <b>CONTINUE TO</b> Question 9.</p>
	4b. Could the services feasibly be performed by City employees if the City had the requisite financial and staffing resources?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	4c. Has the DAA determined in writing that coverage would further the proprietary interest of the City?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
TYPE C	5a. Are the services rendered on premises at least a portion of which is visited by members of the public?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>If you checked off YES to 5a, 5b OR 5c, this contract is <b>SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Section II.</p> <p>If you checked off NO to 5a, 5b AND 5c, this contract is <b>NOT SUBJECT</b> to the LWO, contingent on the OCC's approval. Contractor must complete and submit the LW-29 LWO Non-Coverage Determination Application for approval prior to contract execution. <b>CONTINUE TO</b> Question 9.</p>
	5b. Could the services feasibly be performed by City employees if the City had the requisite financial and staffing resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	5c. Has the DAA determined in writing that coverage would further the proprietary interests of the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TYPE D	6. Does the agreement intend to promote economic development or job growth?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>If you checked off YES, <b>CONTINUE TO</b> Question 7a.</p> <p>If you checked off NO, this contract is <b>NOT SUBJECT</b> to the LWO. <b>PLEASE SUBMIT PAGES 1 AND 2 ONLY TO THE OCC.</b></p>
	7a. Is the Financial Assistance given in a 12-month period and above \$1 Million?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	7b. Is the Financial Assistance \$100,000 or more on a continuing basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TYPE E	8a. Are there Employees working on the contract not covered by prevailing wage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>If you checked off YES to 8a OR 8b, this contract is <b>SUBJECT</b> to the LWO. <b>CONTINUE TO</b> Section II.</p> <p>If you checked off NO to 8a AND 8b, this contract is <b>NOT SUBJECT</b> to the LWO. <b>PLEASE SUBMIT PAGES 1 AND 2 ONLY TO THE OCC.</b></p>
	8b. Are there Employees with prevailing wages that are less than the LWO rate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Has the LW-29 LWO Non-Coverage Determination Application been approved?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>If you checked off YES, THIS FORM IS COMPLETE - Once the contract has been executed, <b>SUBMIT LW-1 Page 1 &amp; 2 ONLY AND THE APPROVED LW-29 LWO NON-COVERAGE DETERMINATION FORM TO THE OCC.</b></p> <p>If you checked off NO, <b>CONTINUE TO</b> Section II.</p>

## SECTION II: LIST OF EXEMPTIONS

Your contract is subject to the LWO. However, the contract or contractor may be eligible for an exemption. Below is a list of exemptions and the required documents

LW-10 Exemption Application	<u>INSTRUCTIONS</u>
a) Grant Funded Services <sup>3</sup> . b) CFAR: First Year Financial Assistance Recipient. c) CFAR: Employing Fewer than Five Employees. d) CFAR: Hardship Waiver for Job Training and Preparation Programs. e) Collective Bargaining Agreement with LWO Supersession Language. f) Student Work-Study or Employment Program.	If qualified, complete and submit the LW-10 Exemption Application, the required supporting documentation for the OCC's approval, and LW-18 Subcontractor Information Form, if applicable.
LW-26 Small Business Exemption Application	
a) Small Business with Seven Employees or Less.	If qualified, complete and submit the LW-26 Small Business Exemption Application, the required supporting documentation for the OCC's approval, and LW-18 Subcontractor Information Form, if applicable.
LW-28 501(c)(3) Non-Profit Exemption Application	
a) 501(c)(3) Non-profit organization.                      X	If qualified, complete and submit the LW-28 501(c)(3) Non-Profit Exemption Application, the required supporting documentation for the OCC's approval, and LW-18 Subcontractor Information Form, if applicable.

If an exemption has been approved by the OCC, **THIS FORM IS NOW COMPLETE - SUBMIT the LW-1 and the APPROVED EXEMPTION/NON-COVERAGE DETERMINATION FORM TO THE OCC once the contract has been executed.**

If an exemption/non-coverage determination has been denied by the OCC, CONTINUE TO SECTION III.

## SECTION III: CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

This contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. The contractor must complete the following two forms below and provide supporting documents and submit them to the Awarding Department.

- LW-6 Employee Information Form
- LW-18 Subcontractor Information Form

Once these forms are completed and the contract is executed, PLEASE SUBMIT THIS LW-1, LW-6 and LW-18 to the OCC.

### ENDNOTES FOR LWO DEPARTMENTAL GUIDANCE FORM - LW-1

<sup>1</sup>Contracts under TYPE A are NOT SUBJECT to the LWO: When an agreement is not subject to the LWO, neither the Employer nor any of its Subcontractors working on the agreement will be subject to the LWO. Departments do not need to request the OCC to approve an exemption and Employers do not need to submit an application.

<sup>2</sup>The City Council must identify economic development or job growth as one of the reasons for the financial assistance recipient agreement.

<sup>3</sup>If the OCC determines the Grant Funded Service Agreement is exempt from the LWO, neither the Employer nor any of its Subcontractors working on the Agreement will be subject to the LWO.

## LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDEING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

### SECTION I: CONTRACTOR INFORMATION

1. Company Name: Museum Associates Contact Person: Fred Goldstein Phone #: 323-857-6048

2. Do you have subcontractors working on this City contract? ☐ Yes ☒ No

If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_

b) Complete Section II for EACH subcontractor, continue to Section III & IV (if applicable), AND SIGN Section V.

If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDEING DEPARTMENT.

### SECTION II: SUBCONTRACTOR INFORMATION

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No

If Yes, state reason below. And see Section III for the required document(s):  
\_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No

If Yes, state reason below. And see Section III for the required document(s):  
\_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No

If Yes, state reason below. And see Section III for the required document(s):  
\_\_\_\_\_

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No  
If Yes, state reason below. And see Section III for the required document(s):  
\_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No  
If Yes, state reason below. And see Section III for the required document(s):  
\_\_\_\_\_

**SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO THE LWO**

EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW-28 - 501(c)(3) Non-Profit Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW-10 - OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Small Business <sup>3</sup>	LW-26 - Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	NONE REQUIRED.

**SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (NOT ELIGIBLE FOR EXEMPTIONS)**

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- |  |   |
|--|---|
| 1) Employee Information Form                             | LW-6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |
| 2) Subcontractor Information Form                        | LW-18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW-5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |

**SECTION V: SIGNATURE**

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Fred Goldstein

Print Name of Person Completing This Form

Senior Vice President, General Counsel and Secretary

Title

Signature of Person Completing This Form

323-857-6048

Phone #

Date

**AWARDING DEPARTMENT USE ONLY**

Dept: DCA Dept Contact: Don Phaneuf Contact Phone: 213.202.5534 Contract #: \_\_\_\_\_

- 1 **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
  - (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
  - (2) The LW-28 501(c)(3) Non-Profit Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.
- 2 **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.
  - (a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.
  - (b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.
- 3 **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.
  - (a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the person works for a company or entity is located. Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.
  - (b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.
  - (c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.
- 4 **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.
- 5 **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.
- 6 **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.



LOS ANGELES COUNTY MUSEUM OF ART  
5905 WILSHIRE BOULEVARD  
LOS ANGELES CALIFORNIA 90036

May 8, 2020

Bureau of Contract Administration  
City of Los Angeles  
1149 S. Broadway Suite 300  
Los Angeles, CA 90015

To whom it may concern,

One of the forms submitted by the Department of Cultural Affairs with Museum Associates' recent Cultural Service Agreement was submitted in error. In retrospect, we have realized that the LW-28 was not the appropriate form, and the information provided on this form was incorrect. The lowest paid employee working on the activities supported by the Cultural Service Agreement is paid at least minimum wage, in compliance with the Living Wage Ordinance.

Please accept our apologies for this oversight.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Kennedy". The signature is fluid and cursive, with a long horizontal stroke at the end.

Katie Kennedy  
AVP, Corporate & Foundation Partnerships

# LWO – EMPLOYEE INFORMATION FORM

## REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

### THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2019 a wage of at least **\$14.25 per hour with an additional \$1.25/hr** for employees without health benefits, or **\$14.25 per hour for employees with health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

### THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

#### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: MUSEUM ASSOCIATES DBA LACMA Email Address: lmwebster@lacma.org
2. **STATE** the number of employees working ON THIS CITY CONTRACT: 9
3. **ATTACH** a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☒ Yes ☐ No  
If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

**\*\*NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least **\$15.50 per hour**. If so, check the box below.



I certify under penalty of perjury that I do not have any employees earning less than \$15.50 per hour working on this City contract.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.**

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

LAWRENCE M. WEBSTER

Print Name of Person Completing This Form

  
Signature of Person Completing This Form

CONTROLLER

Title

(323) 857-6172

Phone #

5/5/2020

Date

#### AWARDING DEPARTMENT USE ONLY:

Dept: 30 Contact: Don Phaneuf Phone #: 213-202-5534 Contract #: c-130546

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Museum Associates</b>	
	2 Business name/disregarded entity name, if different from above <b>Los Angeles County Museum of Art</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501 c3</b>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <b>5905 Wilshire Blvd</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Los Angeles, CA 90036</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
OR								
Employer identification number								
95				-	2	2	6	4
					0	6	7	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**City of Los Angeles**

**CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH  
DISABILITIES ACT AMENDMENTS ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act Amendments Act (ADAAA 2008) 42 U.S.C 12101 et seq. and its implementing regulation.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADAAA.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER: \_\_\_\_\_

CONTRACTOR: Museum Associates, dba Los Angeles County Museum of Art

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Fred Golstein, Senior Vice-President, General Counsel and Secretary

SIGNATURE: 

DATE: \_\_\_\_\_

## CERTIFICATION REGARDING COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that all subcontractors shall certify and disclose accordingly.

City/Los Angeles County/CA  
City/County/State

Telephone Number

## DO/DBWCO COMPLIANCE

## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN ([www.labavn.org](http://www.labavn.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 647-2625; E-mail: [bca.ecoe@lacity.org](mailto:bca.ecoe@lacity.org).

## AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, Tiffany August am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

55964

BAVN Company Id

95-2264067

EIN/TIN

LACMA

Company Name

5905 Wilshire Blvd.

Street Address

Los Angeles

City

CA

State

90036

Zip

323-857-6298

Phone

taugust@lacma.org

Email

3. The company came into existence in 1911 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.ecoe@lacity.org](mailto:bca.ecoe@lacity.org).
- ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.ecoe@lacity.org](mailto:bca.ecoe@lacity.org).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- ☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- ☐ The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to [bca.ecoe@lacity.org](mailto:bca.ecoe@lacity.org).

6. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that: (mark only the option(s) that apply):

- ☐ The Person found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
- ☐ The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that Participation is required and should be sent to [bca.ecoe@lacity.org](mailto:bca.ecoe@lacity.org).

## TERMS OF ACCEPTANCE AND SIGNATURE:

I, Tiffany August, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:**

Tiffany August

Signature

27 June, 2019

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**Internal Revenue Service**

**Date:** February 8, 2007

MUSEUM ASSOCIATES  
% LOS ANGELES COUNTY MUSEUM OF  
ART  
5905 WILSHIRE BLVD  
LOS ANGELES CA 90036-4504

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**  
Ms. Mills 31-08706  
Customer Service Representative  
**Toll Free Telephone Number:**  
877-829-5500  
**Federal Identification Number:**  
95-2264067

Dear Sir or Madam:

This is in response to your request of February 8, 2007, regarding your organization's tax-exempt status.

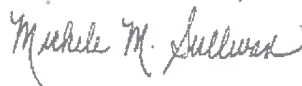
In September 1944 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations 1



# CITY OF LOS ANGELES

## Office of Finance - LATAX Report

**ACCOUNT NUMBER**

0000247355

**LEGAL NAME**

MUSEUM ASSOCIATES INC

**TAX STATUS**

CLEAR

<u>LOCATION</u>	<u>DBA NAME</u>	<u>LOCATION ADDRESS</u>	<u>STARTED AT LOCATION</u>	<u>END DATE</u>	<u>IN CITY</u>	<u>COUNCIL</u>	<u>EMP ZONE</u>									
0001	LOS ANGELES COUNTY MUISEUM OF ART	5905 WILSHIRE BLVD LOS ANGELES CA 90036-4504	08/03/1977		Y	Council District 4	None									
<table><tr><th><u>FCC</u></th><th><u>DESCRIPTION</u></th><th><u>START OF ACTIVITY</u></th></tr><tr><td>L046</td><td>Prop/ Coll/ Sport/ Vend/ Freight</td><td>01/01/2007</td></tr><tr><td>LGR2</td><td>GrossReceiptFund/ Class2 Ord 183419</td><td>01/01/2015</td></tr></table>								<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>	L046	Prop/ Coll/ Sport/ Vend/ Freight	01/01/2007	LGR2	GrossReceiptFund/ Class2 Ord 183419	01/01/2015
<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>														
L046	Prop/ Coll/ Sport/ Vend/ Freight	01/01/2007														
LGR2	GrossReceiptFund/ Class2 Ord 183419	01/01/2015														

Back

New Search

# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

## **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <i>Thompson Associates</i>		BTRC (or n/a)
By (Authorized Signature) <i>[Signature]</i>		
Print Name and Title of Person Signing <i>Fred G. [Signature] Jr. V.P. + General Counsel</i>		
Date Executed <i>9/20/20</i>	City Approval (Signature)	(Print Name)

## **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

## Required Insurance and Minimum Limits

Name: Department of Cultural AffairsDate: 04/28/2020Agreement/Reference: MOU Between the City of LA and Barnsdall Art Park Foundation (09/15/2018 - 09/14/2021)

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

### Limits

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

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**✓ General Liability** City of Los Angeles and all of its Agencies, Boards and Departments (Additional Insured) 1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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

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 \_\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_
Discovery Period 12 month extended reporting period


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 \_\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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 \_\_\_\_\_ ☐ \_\_\_\_\_

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

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

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**Other: General Notes:**

1. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver Of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2. In the absence of imposed auto liability insurance requirements all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.