

0150-09448-0007

TRANSMITTALTO
The City CouncilDATE
07/27/2026

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
15**Department of Cultural Affairs – Amendment to Contract No. C-143404 with Museum Associates dba Los Angeles County Museum of Art for the Watts Towers Restoration and Conservation Project**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR

(Mitch Kamin for)

MWS:AML:08260088c

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

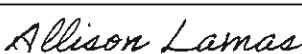
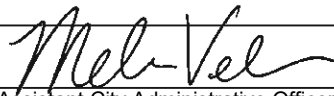
To: The Mayor	Date: 07-15-26	C.D. No. 15	CAO File No.: 0150-09448-0007
Contracting Department/Bureau: Department of Cultural Affairs		Contact: Jose Jasper Carpena	
Reference: Transmittal to the Mayor dated January 15, 2026; CAO Report #0150-09448-0006 dated April 7, 2026.			
Purpose of Contract: To provide for the continued restoration, conservation, consultation, and maintenance services for the Watts Towers including restoration of the gazebo, fountain, canopy, overhead connecting arms, the South Wall, and B Tower.			
Type of Contract: () New contract (X) Amendment, Contract No. C-143404		Contract Term Dates: Original Term: July 1, 2022 through June 30, 2023 (Phase II only) Amended Term: July 1, 2022 through June 30, 2025 (Phase II only) Note: Department has numerous independent contracts with the Contractor (C-118376; C-121018; C-129502; C-130546; C135376; C-140412; C-143404) for related conservation and restoration services at Watts Towers dating back to January 1, 2011, for a cumulative term of 14 years.	
Contract/Amendment Amount: \$1,107,584 (Phase II only)			
Proposed amount \$ 1,107,584+ Prior award(s) \$ 229,009= Total \$ 1,336,593 (Phase II only) Cumulative award, inclusive of previous independent contracts, total \$4,971,593 (Phase I and II).			
Source of funds: California State Department of Parks and Recreation (Proposition 68), Recreation and Park Sites and Facilities Fund, and Arts and Cultural Facilities and Services Trust Fund – Special Appropriations III Account			
Name of Contractor: Museum Associates dba Los Angeles County Museum of Art			
Address: 5905 Wilshire Boulevard, Los Angeles, CA 90036			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council authorize the General Manager of the Department of Cultural Affairs, or designee, to execute the amendment to Contract C-143404 with Museum Associates, dba Los Angeles County Museum of Art, to provide for the continued restoration, conservation, consultation, and maintenance services for the Watts Towers for an amended term beginning retroactively on July 1, 2022 through June 30, 2025, and increase the contract ceiling from \$229,009 to \$1,336,593, subject to the approval of the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3, the Department of Cultural Affairs (Department) requests authority to execute the proposed amendment to Contract C-143404 with Museum Associates (Contractor), a sole source contract, to provide for the continued restoration, conservation, consultation, and maintenance services for the Watts Towers. The amendment exercises the one-year extension option and adds one additional year for a total three-year contract from July 1, 2022 through June 30,

 Allison Lamas		 Mel Vel	
AML	Analyst	08260088	Assistant City Administrative Officer

2025. This amendment also increases the contract amount by \$1,107,584, for a total contract ceiling of \$1,336,593. This funding increase is commensurate with the increase of service deliverables.

According to the Department, delays relating to the extension of the contracting period were primarily due to the significant expansion of the scope of work and the complexity of incorporating State grant requirements. Further, the Department indicated that the expansion required a lengthy and thorough negotiation process with Contractor to address the additional provisions mandated by the State grantor. As a result, the Department submitted its report for review and authorization to execute the Agreement with the Contractor on January 15, 2026. The City Administrative Officer completed its contract compliance review and submitted its findings to the Mayor on April 7, 2026; however, it was subsequently determined by the City Attorney that due to independent agreements with this Contractor for project phases I and II, the current contract amendment (C-143404) is also subject to Council approval as the cumulative term and value exceed the established threshold which would exempt it from Council review.

The Department's mission is to strengthen the cultural vitality of the City of Los Angeles by supporting artists, arts organizations, cultural programming and creating and maintaining public art to enhance the quality of life for City residents. To that end, the Department administers the Watts Towers State Historic Park, which is a United States National Historic Landmark owned by the State of California, and is responsible for the maintenance, restoration, conservation, education, and related cultural programming at the site.

The proposed amendment covers the specialized conservation consulting, restoration, and ongoing maintenance services essential to the preservation and ensured structural integrity of the Watts Towers. The scope of work under this amendment includes the restoration of the gazebo, fountain, canopy, overhead connecting arms, and South Wall and B Tower of the structure required for compliance with the National Historic Landmark standards.

The Contractor has had continuous involvement in the Watts Towers since 2011 and has critical institutional knowledge, specialized expertise, and unique qualifications. Consequently, the Contractor is capable of performing the conservation and restoration work required for the Watts Towers. The State of California, as the owner of the Watts Towers, has concurred with the City that contracting with Museum Associates best supports the objectives of the Watts Towers long-term conservation goals. Over the last fourteen years, the Department has had numerous independent contracts with the Contractor (C-118376, C-121018, C-129502, C-130546, C-135376, C-140412, C-143404) for related conservation and restoration services at the Watts Towers totaling a cumulative award of \$4,971,593. Per Administrative Code Sections 10.5(b)(2) and (c)(2), the City's contract exemption limit requires Council approval when replacing or amending a contract that is awarded with no new competitive process and results in a cumulative contract term longer than three years and a total annual payment exceeding the exemption limit, currently \$200,130. This contract is subject to Council approval inasmuch as the requested contract amendment involves the same Contractor operating under different contracts for different project phases dating back to 2011, thus exceeding a three-year contract term, and total annual payment in excess of the current \$200,130 limit.

To the best of our knowledge, the Contractor has complied with all the City's contracting requirements. It should also be noted that the project was completed by June 30, 2025, consistent with the proposed June 30, 2025 contract expiration date. This is because it was necessary for the Contractor to expedite the work to maintain the integrity of the preservation efforts. Article II Section B of the proposed

Agreement includes ratification language acknowledging services performed prior to the execution of the Agreement. Authorization to execute this Agreement will allow the Contractor to be paid for services already rendered.

FISCAL IMPACT STATEMENT

This Amendment increases the contract ceiling by \$1,107,584, from \$229,009 in the first year to \$1,336,593 for all three years. Funding is provided by the California State Department of Parks and Recreation, State Park Program (\$450,000), City of Los Angeles Recreation and Park Sites & Facilities Fund 209 (\$500,000), Department of Cultural Affairs Special Appropriations III Account (\$307,584), and the Department of Cultural Affairs Trust Fund 844 (\$79,009).

FINANCIAL POLICIES STATEMENT

The approval of this contract is in compliance with the City's Financial Policies in that expenditures anticipated in the proposed amendment are fully funded by existing funds.

Attachment

MWS:AML: 08260088c

CITY OF LOS ANGELES
INTERDEPARTMENTAL CORRESPONDENCE

Date: January 15, 2026

To: The Honorable Karen Bass
Office of the Mayor
200 North Main Street, 3rd Floor, L. A., CA 90012
Attention: Legislative Coordinator

From: Daniel Tarica, General Manager  For
Department of Cultural Affairs
201 N. Figueroa St., Suite 1400, L. A., CA 90012 MS #380

Subject: **REQUEST REVIEW AND AUTHORIZATION TO EXECUTE AN AMENDMENT
TO THE CONTRACT WITH MUSEUM ASSOCIATES FOR THE WATTS
TOWERS RENOVATION PROGRAM**

In accordance with Mayor's Executive Directive No. 3, the Department of Cultural Affairs (DCA) requests approval to proceed with the execution of a contract amendment with **Museum Associates**, a California non-profit public benefit corporation doing business as the **Los Angeles County Museum of Art (LACMA)**, for the continued provision of restoration, conservation, consultation, and maintenance services for the Watts Towers.

DCA and LACMA executed the original agreement (Contract No. C-143404) on May 31, 2023, for a one-year term ending June 30, 2023, to provide preservation and conservation for the Watts Towers. This proposed amendment expands the scope of work and revises the contract term to **July 1, 2022 through June 30, 2025**, with a total contract amount not to exceed **\$1,336,593**. A copy of the proposed amended contract is attached for your reference and has been approved by the Office of the City Attorney as to form and legality.

BACKGROUND

The Department of Cultural Affairs' (DCA) mission is to strengthen the cultural vitality of the City of Los Angeles by supporting artists, arts organizations, cultural programming, and by creating and maintaining public art that enhances the quality of life for City residents.

DCA administers the **Watts Towers State Historic Park**, a United States National Historic Landmark owned by the State of California and located at 1765 East 107th Street, Los Angeles. DCA is responsible for oversight of maintenance, restoration, conservation, education, and related cultural programming at the site.

Under this proposed amendment, Museum Associates (LACMA) will provide specialized conservation consulting, restoration, and ongoing maintenance services essential to the preservation and structural integrity of the Watts Towers, including **restoration of the gazebo, fountain, canopy, overhead connecting arms**, South Wall, and B Tower. These services are required to ensure compliance with National Historic Landmark standards and to protect the long-term viability of this culturally significant monument.

This work cannot be performed by current City staff due to the highly specialized, expert, technical, and temporary nature of the services. A determination pursuant to Los Angeles Administrative Code Section 10.22 concluded that contracting is appropriate, as the work requires specialized conservation expertise, historical knowledge, and firsthand experience with the monument. Museum Associates possesses unique qualifications based on its direct involvement with prior Watts Towers conservation phases and its nationally recognized Conservation Center.

The proposed services directly support DCA's mission by preserving a globally significant work of public art, supporting cultural heritage in the Watts community, and ensuring public safety and access to the site.

SELECTION PROCESS

The State of California, acting through the Department of Parks and Recreation as owner of the Watts Towers, has concurred that contracting with Museum Associates best supports the objectives of the Watts Towers restoration and preservation program and advances the long-term conservation goals for the site.

LACMA possesses unique qualifications and specialized expertise that make it singularly capable of performing the conservation and restoration work required for the Watts Towers, and it was specifically selected by the State of California, the owner of the Watts Towers, to carry out this work. LACMA's Conservation Center has extensive experience in the conservation of complex, large-scale, three-dimensional artworks constructed of diverse and unconventional materials, including metal, cement stucco, ceramic, glass, stone, and found objects, all of which are integral to the Towers' construction. Its team of conservators, scientists, and research specialists applies advanced imaging, materials analysis, and technical research to evaluate deterioration, structural behavior, and environmental impacts such as solar exposure, wind, seismic activity, vibration, and corrosion.

LACMA's continuous involvement with the Watts Towers since 2011 has resulted in critical institutional knowledge that cannot be replicated without significant risk to the integrity of the site. This combination of specialized technical capacity, proven conservation outcomes, and formal designation by the State of California establishes LACMA as uniquely qualified to perform this work and supports the continuation of services under this contract.

FUNDING

The total contract amount of **\$1,336,593** will be funded from the following sources:

- **\$450,000** – California State Department of Parks and Recreation, Locally Operated State Park Program (Proposition 68), as approved under Council File No. 22-1582;
- **\$500,000** – City of Los Angeles, Rec and Park Sites & Facilities Fund 209, Department 88, Account no. 88CAMZ, Watts Towers Restoration;
- **\$307,584** – the DCA Annual Adopted Budget under General Fund Appropriations Special III, Account 9840, LACMA/Watts Towers Conservation;
- **\$79,009** – the DCA Cultural Affairs Trust Fund 844, Account 30003A, Watts Towers Conservation Program.

Sufficient funds are available to support the full term of the agreement.

RECOMMENDATION

In accordance with Mayor's Executive Directive No. 3, the Department of Cultural Affairs respectfully requests approval and authorization for the General Manager of the Department of Cultural Affairs to execute this contract on behalf of the City of Los Angeles, subject to the review and approval of the City Attorney as to form and legality.

For any questions, please contact Rebeca Guerrero, Arts Manager, at (213) 202-5545 or Lisa Davis, Community Arts Director, at (213) 202-5500. Thank you.

DRAFT

PROFESSIONAL SERVICES AGREEMENT

Contractor: Museum Associates dba Los Angeles County Museum of Art

Regarding: Conservation and Renovation Services for the Watts Towers

Agreement Number: _____

PROFESSIONAL SERVICES AGREEMENT
Conservation and Renovation Services for the Watts Towers

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Attachments

Attachment A - Standard Provisions for City Contracts

Attachment B - Watts Towers Operating Agreement, March 1978

Attachment C - 2020 Conservation and Renovation of Watts Towers by Mark Gilberg

Attachment D - Project Expenditure Summary Form

Attachment E - Audit Checklist

Attachment F - Grants Administration – Eligible Activities

**FIRST AMENDED AND RESTATED SUPPLEMENTAL PROFESSIONAL SERVICES
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND MUSEUM ASSOCIATES dba
LOS ANGELES COUNTY MUSEUM OF ART**

This Agreement (AGREEMENT) is made and entered into by and between the City of Los Angeles, a municipal corporation (CITY), acting by and through the Department of Cultural Affairs, and Museum Associates, a California non-profit public benefit corporation doing business as the Los Angeles County Museum of Art (CONTRACTOR).

WITNESSETH

WHEREAS, the Department of Cultural Affairs (DCA) administers the Watts Towers State Historic Park (Watts Towers), a U.S. National Historic Landmark owned by the State of California (STATE) and located at 1765 East 107th Street, Los Angeles, California 90002, with responsibility for oversight of maintenance, restoration, conservation, education and related cultural programming; and

WHEREAS, the DCA desires the services of CONTRACTOR to provide conservation consulting and maintenance services essential to the restoration and preservation of the Watts Towers; and

WHEREAS, to accomplish that purpose, funding has been approved as part of the Fiscal Year 2022-2023 Adopted Budget process, and is provided in part by the Watts Towers Conservation Program; and

WHEREAS, the STATE, as owner of the Watts Towers, acting through the State of California's Department of Parks and Recreation has agreed with the CITY that contracting with the CONTRACTOR will further the goals of restoration and conservation for the Watts Towers with the objectives found herein; and

WHEREAS, the Watts Towers restoration and conservation program (PROJECT) brings together the CITY, the County of Los Angeles, the STATE and the public sector, and the contribution of each partner is essential to the success of the PROJECT; and

WHEREAS, the CONTRACTOR has the necessary skill, historical knowledge and capability to conform and adhere to the required guidelines for National Historic Landmarks and is willing to provide services pursuant to the terms hereof; and

WHEREAS, on or about December 24, 2022, CITY and CONTRACTOR entered into this Agreement whereby the CONTRACTOR agreed to perform conservation and restoration services of all structures within the Watts Towers Park; and

WHEREAS, the PROJECT requires a phased approach wherein Phase One was successfully completed in December 2020; and

WHEREAS, for Phase Two, the Mayor and Council, as adopted in Council File 22-1582, accepted a \$450,000 award from the California State Department of Parks and Recreation “Locally Operated State Park Program of Proposition 68” to support the renovation efforts of restoring the Watts Towers’ gazebo, fountain and canopy, as well as enhancing the infrastructure safety features and informative signage for all visitors; and

WHEREAS, DCA has also identified funding in the CITY’s Municipal Improvement Corporation of Los Angeles (MICLA) Fund and the DCA Annual Adopted Budget, under the General Fund Appropriations Special III account 9840, which represents a match to the California State award, to obtain the required budget for the final renovation work; and

WHEREAS, the Prop 68 funds will be used together with the CITY’s funds for CONTRACTOR’s compensation under this AGREEMENT to ensure completion of all performance milestones and to engage professional service firms and environmental consultants that will contribute expertise and work products valuable to the restoration and conservation activities associated with the PROJECT; and

WHEREAS, the CONTRACTOR aims to produce new guidelines with recommendations following the renovation work for the long-term preservation of the Watts Towers with an emphasis on regular care, maintenance, and monitoring to mitigate future structural damage or major repair work and to ensure the longevity of Watts Towers and surrounding sculptures for future generations; and

WHEREAS, CITY and CONTRACTOR desire to amend this AGREEMENT to increase the funding and extend the term by two (2) years for the complete and satisfactory performance under the AGREEMENT, thereby revising the contract end date to June 30, 2025 and making any other changes as required in connection with the foregoing and as detailed elsewhere in this amendment; and

WHEREAS, this amended supplemental AGREEMENT is necessary and proper not only for the completion of certain activities as detailed in the CONTRACTOR’s Scope of Work but also for the inclusion of the grant administrative requirements set forth in the STATE guidelines; and

WHEREAS, per Section 371(e)(2), the services to be performed are of an expert, technical, and special nature, as well as occasional and temporary, and for these reasons, competitive bidding is not practical or advantageous; and

WHEREAS, it is not reasonably practicable and compatible with the CITY’s interest to introduce a competitive proposal process because the CONTRACTOR has specific expertise based on firsthand experience with the monument that is required to produce a restoration which is suitable to a National Historic Landmark (NHL) stature and established NHL guidelines.

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

ARTICLE I
INTRODUCTION

A. Purpose of this AGREEMENT

The purpose of this AGREEMENT is to set forth the terms and conditions to which the CONTRACTOR shall provide restoration, conservation consulting and maintenance for the Watts Towers.

B. Representatives of the Parties

1. Parties to this AGREEMENT

- a) The City of Los Angeles, a municipal corporation, chartered by the State of California, acting through its Department of Cultural Affairs.
- b) Museum Associates dba Los Angeles County Museum of Art, a Los Angeles area-based art and cultural non-profit public benefit corporation as defined by Section 501 (c)(3) of the United States Internal Revenue Code.

2. Representatives of the Parties

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

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

Daniel Tarica, General Manager
Department of Cultural Affairs
201 N. Figueroa Street, Suite 1400
Los Angeles, Ca 90012
213-202-5500

- b) The representatives of CONTRACTOR shall include:

Diana Magaloni, Sr Deputy Director for Conservation, Curatorial and Exhibitions
5905 Wilshire Boulevard
Los Angeles, CA 90036
323-932-5899

Arun Mathai, Budget Officer
5905 Wilshire Boulevard

Los Angeles, CA 90036
323-857-6290

C. Service of Notices

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

D. Notice of Changes

If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change.

E. Relationship Between the Parties

The relationship of the parties under this AGREEMENT is and at all times shall remain solely that of independent contractors to each other. Neither DCA nor the CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

ARTICLE II
TERM AND SERVICES TO BE PROVIDED

A. Time of Performance

The term of this AGREEMENT shall commence on July 1, 2022 and shall end on June 30, 2025, subject to the termination provisions herein.

B. Ratification

Due to the need for the CONTRACTOR's services to be provided expeditiously, CONTRACTOR may have begun performance of the services specified herein prior to the execution of this AGREEMENT. To the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

C. Services to be Provided and Scope of Work

1. Restoration Services

Throughout the term of this AGREEMENT, restoration of the Canopy wall shall be

restored, and the Gazebo and Fountain sculptures, the Towers' connecting arms (hereinafter referred to as the "Overheads"), and the South Wall, including B Tower, shall be fully restored and reinforced to ensure the continued structural integrity and longevity of each structure and to preserve the cultural heritage of the Watts neighborhood. CONTRACTOR shall:

- a. Perform extensive and integrated restoration work needed to stabilize and restore the Gazebo, Canopy, and Fountain through the following measures:
 - i. Oversee and monitor the daily conservation efforts of the CONTRACTOR'S team of technicians and conservators, including documenting and archiving activities into a custom-designed database to allow for ease of access and searchability.
 - ii. Apply safety protocols in the renovation and maintenance work, which may include welding reinforcements of armature, mitigation of cracks and spalls, and resetting of fragments to the Watts Towers sculptures. Such safety features shall ensure the integrity of the sculptures and their safety for the public.
 - iii. Review and analyze the site maintenance protocols to mitigate the "push and pull" effect that contributes to the formation of spalls and cracks, loss of cement, and detachment of ornaments on the arches connecting the Towers structures.
 - iv. Prepare a written monograph documenting historic conservation activities performed on the Watts Towers.
 - v. Develop techniques for continued care, maintenance, and monitoring of the site through research and written studies of the conservation and restoration efforts performed on the Watts Towers.
 - vi. Oversee the activities of subcontracting vendors, including, but not limited to, scaffolding, welding, hydration, site monitoring, photography, monography, and networking.
 - vii. Provide, for the CITY's sole and independent consideration, the environmental review documents that evaluate the potential environmental impacts of the PROJECT in accordance with the environmental documentation and review requirements of the California Environmental Quality Act (CEQA).
- b. Implement the treatment strategy in the conservation of the Overheads through the following measures:
 - i. Document all damage to the Overheads in writing and photographs (electronic or digital files shall satisfy this requirement).
 - ii. Remove, clean, and repair all unstable ornamentation.
 - iii. Wash the Overheads with water and soft brushes to remove dust and grime.
 - iv. Cut open cracks using Shuner ROTOSET flex shaft fitted with diamond-sintered blades to remove unstable mortar and expose the armature.

- v. Mechanically remove corrosion products on exposed armature using a Dremel with steel brush attachment and diamond-sintered burr.
 - vi. Perform welding reinforcement on severely damaged armature, as necessary.
 - vii. Reconstruct the area using galvanized steel wire lath and BASF Master Emaco N400.
 - viii. Repair and re-adhere all ornamentation removed from the Overheads.
 - ix. Tone crack repairs using the BEECK Mineral Silicate Paint System for concrete.
 - x. Input all pre-treatment, treatment, and post-treatment information into the Conservation Database.
 - x. Maintain the monitoring system.
 - xi. Perform routine maintenance around the site.
- c. Implement the treatment strategy in the conservation of the South Wall and the B Tower through the following measures:
- i. Assess cracks, spalls, and loose ornamentation digitally and photographically, and identify areas in need of welding.
 - ii. Fully document environmental and project data in the custom design database
 - iii. Document all wall sections and all damaged or problematic areas in writing, photographs, and X-rays
 - iv. Repair spalls and cracks; remove, clean, and repair all the unstable and damaged ornaments (including glass, shells, pottery, and ceramic); and search the physical fragment archive for ornaments to determine their permanent location.
 - v. Wash walls and sculpture with a solution of water and Vulpex, soap using soft brushes to remove dust and guano.
 - vi. Cut open cracks using Suhner Rotaset Flex shaft fitted with diamond-sintered blades to remove unstable mortar
 - vii. Mechanically remove corrosion products on exposed armature using a Dremel with steel brush attachments.
 - viii. Perform welding on severely damaged armature, as necessary.
 - ix. Reconstruct the area using galvanized steel wire lath and Master Emaco N400.
 - x. Re-adhere all ornamentation previously removed for repair.
 - xi. Tone all repaired areas with Beeck Mineral Silicate Paint System.
 - xii. Input all pre-treatment, treatment, and post-treatment information into the Conservation Database. Maintain the monitoring system.
 - xiii. Perform routine maintenance around the site.

2. Conservation Services

- a. Comprehensive Conservation Plan Review and Documentation.

The CONTRACTOR's Conservation Center shall continue to undertake a review and assessment of the CITY's existing conservation and preservation plans for the Watts Towers, as embodied primarily in the Preservation Plan prepared for the STATE by the Conservation, Restoration and Maintenance for Watts Towers, January 1, 2018 to December 2020 by Mark Gilberg (Attachment C).

The CONTRACTOR shall review the history of preservation of Watts Towers and document past and current conservation treatments and related research undertaken by the Committee for Simon Rodia's Towers California, City of Los Angeles and the Los Angeles County Museum of Art.

b. Periodic Inspection and Repairs.

CONTRACTOR shall be responsible for the day-to-day oversight and monitoring of conservation and preservation of the Watts Towers and for the implementation of restoration and repairs, under the direction of the CONTRACTOR's Conservation Center and in consultation with the DCA. All restoration and repairs shall be consistent with the Department of Interior's Standards for Historic Preservation as set forth in the report by Conservation, Restoration and Maintenance for Watts Towers, January 1, 2018 to December 2020 by Mark Gilberg.

CONTRACTOR shall have discretion with respect to the staffing of its activities and related to such activities, whether directly through the CONTRACTOR's employees, independent contractors to be retained by the CONTRACTOR or volunteers under the CONTRACTOR's supervision. The CONTRACTOR shall also have discretion to retain independent structural engineers to advise it with respect to these activities as well as in connection with the CONTRACTOR's assessment of the longer-term conservation plan for the Watts Towers. The CITY will cooperate with the CONTRACTOR in facilitating the CONTRACTOR's access to the CITY's independent engineering consultants and relevant information in its possession with respect to Watts Towers.

c. Site Materials

CONTRACTOR will focus on maintaining the improved materials and techniques for the repair of cracks and spalls, and improved adhesives for the decorations. The CONTRACTOR will continue to monitor the movement of the towers and foundations; crack propagation; and the environmental conditions at the site. The CONTRACTOR will continue to document the condition of the towers and associated structures in order to establish a baseline for future work.

d. Fundraising

CONTRACTOR may undertake a review and assessment of prospective government, foundation, corporate and individual funder prospects and engage in conversations with such funders that raise awareness of the Watts Towers and present the conservation and curatorial program need. The CONTRACTOR may solicit and expend funds in keeping with the scope of work outlined herein and shall keep the CITY apprised of such fundraising efforts and expenditures on a regular basis. Any fundraising efforts mentioning the California Department of Parks and Recreation shall secure approval by that entity. Any fundraising efforts mentioning the City of Los Angeles shall secure the approval of that entity.

e. Meetings

DCA and CONTRACTOR will provide periodic briefings to the community on a regular basis throughout the restoration process.

D. CONTRACTOR Budget Approval

CONTRACTOR shall submit to the CITY for approval prior to the disbursement of any funds hereunder a proposed budget, which is a detailed listing of items for expenditure and scope of services under the terms herein. All requests to modify the budget must be made in writing and must be approved in writing by the CITY. The budget shall also describe all subcontractor services to be used by the CONTRACTOR and the payment procedures for subcontractors.

E. Scope of Delegation

Except as specifically set forth above with respect to the scope of the CONTRACTOR's obligations as a subcontractor for conservation and preservation services, the CITY shall remain solely responsible for the care, maintenance, security, development, operations, and control of the Watts Towers and the Watts Towers Property, as defined and set forth in the Operating Agreement between the CITY and the State of California (attached hereto as Appendix E and made a part hereof), including the maintenance of the property, landscaping, security, education, marketing, public programs, the operation of the Watts Towers Arts Center and the Charles Mingus Youth Arts Center, and shall be solely responsible for all costs in connection therewith.

F. Structural Engineering Services

The CITY will ensure that structural engineering services are available to the CONTRACTOR during the term of this AGREEMENT. Currently structural engineering services to the Watts Towers is provided by the CITY as part of its conservation efforts. The CONTRACTOR may make an assessment of these services and provide recommendation whether the CITY should continue providing for structural engineering services at the Watts Towers or obtain the services through an external service provider.

G. Sign Requirements

Pursuant to Public Resources Code §80001(b)(3), CONTRACTOR shall install, maintain and prominently display a sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the PROJECT throughout the duration of construction, at the time of final inspection of the PROJECT, and remain in place for a minimum of four (4) years following date of PROJECT completion.

1. All signs must also contain the following language:

GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources
Armando Quintero, Director of California Department of Parks and Recreation

2. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives. All signs must display the Parks and Water Bond Act logo (Attachment C). The logo shall be displayed to maximize visibility and durability. CONTRACTOR shall download the logo at <https://resources.ca.gov/grants/Grant-Program-Resources> by clicking on the Logo Artwork and Sign Guidelines section. Each edge of the logo must be a minimum of 24" x 24". There shall be no minimum or maximum size requirement, other than compliance with the minimum size for the logo, provided the sign contains the required wording
3. All materials used shall be durable and resistant to the elements and graffiti. The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

H. Financial Records and Audits

1. CONTRACTOR shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the PROJECT and to make them available to the CITY and State of California for auditing at reasonable times. CONTRACTOR shall retain such financial accounts, documents and records for five (5) years following PROJECT termination or issuance of final payment, whichever is later.
2. CONTRACTOR shall keep records which fully disclose (a) the disposition of the proceeds of funding assistance, (b) the total cost of the PROJECT in connection with such assistance that is given or used, (c) the amount and nature of that portion of the PROJECT cost supplied by other sources, and (d) any other such records that facilitate an effective audit.
3. CONTRACTOR shall use a generally accepted accounting system in recording all of

its costs, disbursements and receipts with respect to its activities under the AGREEMENT. Such books, records, source documents, cancelled warrants, accounts, time sheets and reports pertaining to this AGREEMENT shall be made available to the CITY and State of California upon request during office hours.

I. Payment Terms and Invoicing

Pursuant to the CITY's budget for the PROJECT commencing July 1, 2022, the CITY has authorized the expenditure of up to **\$1,336,593** for the completion of services specified in this AGREEMENT.

1. Payment Terms

- a. Payments under this AGREEMENT shall be made contingent upon CONTRACTOR's submission of progress reports acceptable to the CITY. CONTRACTOR shall submit progress reports on a bi-annual basis detailing the status of work performed, milestone achieved, amount expended, and deliverables completed.
- b. Payment of total reimbursable costs shall be made to the CONTRACTOR for work performed under this AGREEMENT for the entire six-month reporting period ending in December 31st and June 30th of each fiscal year upon submission of the following:
 - 1) Approved invoice(s) in accordance with Article II.I.3,
 - 2) Two (2) PROJECT progress reports:
 - i. **Project Expenditure Summary** using the prescribed form (Attachment D) outlining the expense items and actual PROJECT costs incurred for the billing period. Approved budget items shall be listed in this report with corresponding expenses to-date.
 - ii. **Project Status Report** in a narrative format detailing the completed tasks, ongoing activities, methodology and techniques used, estimated time of completion, and supporting project materials including photos with construction signs visible on the PROJECT site.
- c. Upon CITY's review of submitted invoice and acceptance of each progress report, CITY shall release the corresponding payment within thirty (30) days of receipt.
- d. Upon satisfactory completion of the PROJECT, final payment shall be made to CONTRACTOR upon submission of final payment request with accompanying final progress reports detailing the PROJECT deliverables which may include, but

not limited to, summary of payments made to subcontractors and vendors, inspection reports, change orders, approved drawings and plans, test results, operation and maintenance manuals, warranties, release of liens, and any related environment compliance reports.

- e. Failure by the CONTRACTOR to submit progress reports in accordance with this section may result in withholding or delaying of payments until compliance is achieved.
- f. In accordance with the State Recreation Parks Grant Guidelines of September 2020, the CITY shall withhold an amount equal to 20% of the total grant funds until notice of release is issued by the State project officer. CITY shall release to CONTRACTOR an amount up to \$90,000 (20% retainage of State Prop 68 funds of \$450,000) for complete and satisfactory performance of the terms of this AGREEMENT upon submission of final invoice, Audit Checklist (Attachment E) with items checked to be retained for 5 years, photo of the bond act sign, completion of State site inspection, verification of PROJECT completion by the State project officer, and subsequent release of retainage from State Office of Grants and Local Services (OGALS).
- g. If any payment made to CONTRACTOR is not substantiated by CONTRACTOR in its entirety and if the submitted expense statement reflects an actual project cost less than the amount paid by the CITY to the CONTRACTOR under this AGREEMENT, such amount of overpayment shall constitute a debt that should be repaid to the CITY within 30 days of contract term expiration.

2. Withheld Payments

- a. Unearned payments under this AGREEMENT may be suspended or terminated if grant funds to the CITY are suspended or terminated, or if the CONTRACTOR refuses to accept additional conditions imposed on it by the State of California and the CITY.
- b. The CITY has the authority to withhold funds under this AGREEMENT pending a final determination by the CITY of questioned expenditures or indebtedness to the CITY arising from past or present agreements between the CITY and the CONTRACTOR. Upon final determination by the CITY of disallowed expenditures or indebtedness, the CITY may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

3. Invoicing

CONTRACTOR understands and agrees that it may not make any financial commitment on behalf of CITY, incur any cost or expense on behalf of CITY, or

obligate CITY to make payments for any costs or expenses, unless authorized in the approved work plans.

- a. Invoices shall be submitted electronically to lisa.s.davis@lacity.org or mailed via USPS to:

Lisa Davis, Community Arts Director
Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012
(213) 202-5500

- b. CONTRACTOR shall submit invoices that conform to DCA standards and include, at a minimum, the following information:

- i. Name and address of CONTRACTOR.
- ii. Name and address of City department being billed.
- iii. Date of invoice and date of activity.
- iv. Agreement number [or authority (purchase order) number].
- v. Completed Project Expenditure Summary form (Attachment G) for the costs incurred for the period.
- vi. Project Status Report detailing the work completed and in progress.
- vii. Original manufacturer's invoice for items where the cost is supported by the AGREEMENT.
- viii. Remittance Address (if different from company address).

- c. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR.

- d. The Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices to ensure that all services required in this AGREEMENT are measurable and fulfilled. Evidence that tasks have been completed, in the form of a report, brochures, photographs, announcements, flyers, or expense descriptions shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

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

f. Subcontractors' Requirements.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

g. **Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)**, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action by CITY.

h. CITY shall make every effort to approve and process payments for all invoices within thirty (30) days of receipt of such invoice. Approval of invoices and payments shall not be unreasonably withheld. If CITY disapproves of any invoice, Project Expenditure Summary or Project Status Report, CITY shall provide CONTRACTOR with the reasons for said disapproval in writing within thirty (30) days of receipt. Upon resubmission by CONTRACTOR, CITY shall have ten (10) business days to review and, to the satisfaction of CITY project manager, approve any revised invoice, Project Expenditure Summary and Project Status Report.

i. CONTRACTOR's reimbursement for expenses incurred in the performance of the scope of work shall be made only upon acceptance by the CITY of the CONTRACTOR's invoice and supporting documents. The CITY shall pay CONTRACTOR for salaries and eligible, allowable, and reasonable expenses as detailed in the approved budget and in accordance with the Grant Administration Guide – Eligible Costs (Attachment F) of the State of California Office of Grants and Local Services.

D. Budget Contingency Clause

If the State Prop 68 funding for any fiscal year is reduced or deleted by the budget act for purposes of this PROJECT, the CITY shall have the option to either cancel this AGREEMENT with no liability occurring to the CITY or offer a contract amendment to CONTRACTOR to reflect the reduced budget amount.

ARTICLE III

STANDARD PROVISIONS

A. Standard Provisions for City Contracts

CONTRACTOR agrees to comply with the "Standard Provisions for City Contracts" (Rev.

1/25 [v.2]), attached hereto as Attachment A and made a part hereof.

B. 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.

C. Insurance Requirements

During the term of an awarded AGREEMENT and without limiting CONTRACTOR indemnification of the CITY, CONTRACTOR will be required to provide and maintain at its own expense General Liability/Special Event Liability insurance covering its operations or event. General Liability coverage is required whenever the CITY is at risk of third-party claims which may arise out of CONTRACTOR's work, presence or special event. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

D. California Environmental Quality Act

CONTRACTOR shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.). CONTRACTOR shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

E. Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this AGREEMENT. The State shall provide the Grantee

advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

F. Use of Grant Monies

CONTRACTOR shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the CITY and State; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the PROJECT property shall be completely subordinated to this AGREEMENT through a Subordination Agreement provided and approved by the State, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the PROJECT property.

ARTICLE IV
GENERAL TERMS

A. Sharing of Information

The DCA and CONTRACTOR shall, from and after the date of this AGREEMENT, continue to work diligently and in good faith with the other to understand the current level of the DCA's resources devoted to Watts Towers, its budget and funding, related programming, collaborations with other agencies and third parties, as well as the current condition of Watts Towers and the nature of the resources necessary and desirable for the maintenance, conservation, preservation and security of Watts Towers.

The DCA has provided and will continue to provide the CONTRACTOR with all information in its possession relating to Watts Towers and related organizations, agencies and programs, including the Watts Towers Arts Center, as well as all information in the DCA's possession relating to the conservation, restoration and maintenance of Watts Towers, including reports and other documentation provided to the CITY by third parties. During the course of this AGREEMENT, as set forth above, the CONTRACTOR shall keep the DCA fully informed on a regular basis of its activities pursuant hereto, of its discussions with third parties, including CONTRACTOR's independent contractors, volunteers, academic institutions, community groups and others, and of its progress in reviewing and assessing long range conservation relating to Watts Towers pursuant to this AGREEMENT.

B. Disclosure of Information

The CITY and the CONTRACTOR will cooperate and consult with each other with respect to the disclosure of any information provided by either party to the other pursuant to this

AGREEMENT, any work product, assessments and recommendations relating to Watts Towers, and the issuance of any press release or other public statement about this AGREEMENT or the activities undertaken by either party pursuant hereto, subject to requirements of applicable state and federal law. CONTRACTOR, in consultation with the DCA, shall coordinate the dissemination to all interested constituencies of ongoing and up to date information relating to its activities pursuant to this AGREEMENT.

C. Improvements to the Watts Towers

This AGREEMENT is subject to the terms of the Watts Towers Operating Agreement (Attachment B). The STATE benefits from all work and improvements done by the CONTRACTOR because they become part of the realty and are subject to the use and enjoyment of all citizens of the STATE. If the CONTRACTOR proposes to make any improvements on the site, the improvements vest in the STATE upon being fixed to the property.

D. Amendments to AGREEMENT

Any changes in the terms of this AGREEMENT, including changes in the services to be performed by the CONTRACTOR and any increase or decrease in pricing, shall be incorporated into this AGREEMENT by a written amendment properly executed by all parties hereto.

E. Ownership

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

2. The provisions of this section survive termination of this AGREEMENT.

F. Ambiguity

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

G. Entire Agreement

1. 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 Portable Document Format (pdf) or signatures in another electronic format designated by City and sent by e-mail shall be deemed original signatures. This AGREEMENT includes

twenty (20) pages and five (6) attachments, which constitute the entire understanding and agreement of the parties.

2. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
3. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
4. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by:
 - a. Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2])
 - b. Attachment B – Watts Towers Operating Agreement, March 1978
 - c. Attachment C – 2020 Conservation and Renovation of Watts Towers by Mark Gilberg
 - d. Attachment D – Project Expenditure Summary Form
 - e. Attachment E – Audit Checklist
 - f. Attachment F – Grants Administration – Eligible Activities

(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, by and
through its Department of Cultural Affairs

**MUSEUM ASSOCIATES DBA LOS
ANGELES COUNTY MUSEUM OF ART**

By signing below, the signatory attests
that they have no personal, financial,
beneficial, or familial interest in this contract

By: _____
DANIEL TARICA, General Manager
Department of Cultural Affairs

By: _____
DIANA MAGALONI
Sr Deputy Director for Conservation,
Curatorial and Exhibitions

Date: _____

Date: _____

By: _____
ARUN MATHAI
Budget Officer

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
TANEA YSAGUIRRE
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

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

Agreement Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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 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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Museum Associates, dba LA County Museum of ArtDate: 05/15/2024Agreement/Reference: L.A. Dept. of Cultural Affairs Professional Services Agreement (max. \$600,000), Watts Towers Restoration/Conservation, Term: 7/1/2022 - 6/30/2024

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

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

☒ **General Liability** City of Los Angeles must be named as an additional insured party.
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

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

☐ **Pollution Liability**
☐ _____

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

100% of the contract price

☐ **Crime Insurance**

Other: Submitted to J. Carpena at LA Dept. of Cultural Affairs, (213) 202-5549, 5/15/2024.
Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>Location is Watts Towers, 1765 E. 107th St, LA CA 90002

ATTACHMENT B

OPERATING AGREEMENT

WATTS TOWERS

This agreement is made and entered into this 17th day of March, 1973 by and between the State of California, acting through the Department of Parks and Recreation, hereinafter called "State" and the City of Los Angeles, hereinafter called "City".

This agreement is made with reference to the following facts:

A. Chapter 212, Statutes of 1976, appropriates from the State Beach, Park, Recreational, and Historical Facilities Fund of 1974 the sum of \$207,000.00 to the "Watts Towers, Simon Roddia Park" development; provides that the City of Los Angeles shall transfer to the State the land and property designated as the "Watts Towers, Simon Roddia Park", and further provides that the Department of Parks and Recreation shall enter into a contract with the City of Los Angeles, pursuant to Section 5007 of the Public Resources Code, providing for the exclusive control of the use of such land and property by the City for park purposes; and

B. Section 5007 of the Public Resources Code permits contracts to be entered into between the Department and cities for the care, maintenance and control for purposes of the State Park System of land under the jurisdiction of the other party to the contract; and

C. The Council of the City of Los Angeles and the Mayor have by ordinance approved the conveyance of the parcel of property known as the Watts Towers, Simon Roddia Park to the State of California; and

1 D. State and City desire to enter into an agreement as specified
2 in Chapter 212, Statutes of 1976, providing for the exclusive control of
3 the property known as Watts Towers in the City of Los Angeles and to
4 facilitate the repair and rehabilitation of the improvements presently
5 constructed on the parcel, or the construction of new improvements
6 thereon.
7

8
9 In furtherance of the above-described mutual intention of the
10 parties, the parties hereby covenant and agree as follows:

11
12 1. State, pursuant to Public Resources Code Section
13 5007 and Chapter 212, Statutes of 1976, does hereby lease to City, and
14 City does hereby accept, the exclusive use and occupancy, for a period
15 beginning on the date the deed from City to State for said property is
16 recorded and ending fifty years after the date hereof, of the real
17 property described as:
18

19 Lot 385 of Farris Tract as per map
20 recorded in Book 6, page 132 of
21 Maps in the Office of the County
22 Recorder of Los Angeles County.
23 Excepting and reserving all oil,
24 gas, and mineral rights, without,
25 however, the right of surface
26 entry, as reserved in the deed
27 from Robert Nicholas King, William
28 T. Cartwright, and Carol Cummings
29 Cartwright, husband and wife, re-
30
31

1 corded June 30, 1961 at Book D1271,
2 Page 688, Official Records in the
3 Office of the Recorder of Los
4 Angeles County.
5

6 2. For the period of this lease, City agrees that except as herein
7 otherwise provided, that it shall be solely responsible for the care,
8 maintenance, development, operation, and the control of the above-
9 described real property (hereinafter sometimes referred to as "Watts
10

11 Towers Property") for the purpose of the State Park System, but
12 particularly for the preservation of the Watts Towers as a part of the
13 State Park System in its present visual condition, as an historical
14 resource (including artistic and cultural monument) and to keep the
15 Watts Towers Property open to visitors at reasonable hours. City
16 agrees that said real property shall, at all reasonable times, be
17 accessible to and subject to the use and enjoyment of all the citizens
18 of the State of California and all other persons entitled to use and
19 enjoy the same; provided, however, that the City may adopt rules
20 and regulations for the use of said real property, may limit access
21 to such periods of time as may be reasonable, and may, should it
22 so desire, charge a reasonable admission fee to visitors. (The
23 performance of the covenants of this agreement shall be the sole
24 consideration to State for this lease to the City, and no monetary
25 rental shall be payable by City to State hereunder.)
26

27
28 3. During the term of this lease City agrees that City shall
29 pay all costs to develop, maintain, control, operate and improve
30 the Watts Towers Property and the State shall not be liable for any
31 of said costs, except as provided in an agreement between State

1 and City entered into concurrently herewith, relating to the expenditure
2 of the \$207,000.00 appropriated by Chapter 212, Statutes of 1976.

3
4 4. Improvements presently existing upon the Watts Towers
5 Property, and any improvements which may be constructed thereon,
6 paid for from said sum of \$207,000.00 or otherwise, shall, upon
7 completion, become a part of the realty and title shall vest in the
8 State subject to the terms of this agreement.

9
10 5. Pursuant to California Government Code Section 895.2, City

11 shall indemnify, hold harmless, and defend the State, its officers,
12 agents and employees against any and all claims, demands, damages,
13 costs, expenses or liability arising out of the acquisition, development,
14 construction, operation or maintenance of the Watts Towers Property,
15 except for such liability arising out of the concurrent or sole negligence
16 of the State and its officers, agents or employees. Should the State
17 be named as a defendant in an action relating to the Watts Towers
18 Property, except such as may be the result of negligence of the State,
19 its officers, agents or employees, City shall represent the State in
20 such legal action and shall pay any and all damages or costs for
21 which the State may become liable. However, should State determine
22 to represent itself as a defendant in such litigation, then the City
23 shall not represent the State, and the State shall bear its own costs
24 of litigation, including the payment of experts' and attorneys' fees.
25
26 In the event there is a conflict of interest in the representation of
27 both the State and City by the same counsel, State shall represent
28 itself in any such proceedings involving a conflict of interest, and
29 shall bear its own costs of litigation, including attorneys' fees.
30
31

1 6. City shall not remove, move, demolish or alter in any manner
2 any improvements existing on said property on the effective date of
3 this lease or occurring during the term thereof, except in accordance
4 with the terms hereof.
5

6 7. City agrees that neither this lease nor any interest in the
7 property under lease shall be assigned, mortgaged, hypothecated or
8 transferred by the City or by operation of law, nor shall the City
9 sublease or grant any licenses or permits with respect to the use
10 and occupancy of said real property or any portion of the said
11 property. However, City may, consistent with this lease grant
12 concessions for a period not in excess of one (1) year to private
13 persons or private or public entities to furnish services, sell
14 personal property, provide instruction or otherwise use the Watts
15 Towers if required for the safety and convenience of the public in
16 the use and enjoyment of said real property as a part of the State
17 Park System, it being understood that any such use shall always be
18 in furtherance of the objective of preserving, protecting and maintaining
19 the Towers as an historical resource (including a work of art and
20 cultural center) for the people of the State of California.
21
22

23 8. Until such time as some other location may be designated
24 by either of the parties, any notices to be given to the State shall be
25 given in writing addressed to the Department of Parks and Recreation,
26 State of California, P. O. Box 2390, Sacramento, California 95811.
27 Any notice being given to the City shall be given to the Department of
28 Municipal Arts, City of Los Angeles, Room 1500, City Hall,
29 Los Angeles, California 90012.
30
31

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9. City agrees that in the exercise of its right of exclusive use and occupancy or in providing for the care, maintenance, development, operation and control of the above described property provided for herein, it shall not commit any act which shall violate the terms and conditions of the deed(s) by which the City acquired said property.

This agreement, therefore, has been executed by both parties to this lease.

CITY OF LOS ANGELES

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Tom Bradley
Tom Bradley, Mayor
OCT 27 1977

By Russell Cahill
Director

Approved as to form and legality

ATTEST: REX E. LAYTON, City Clerk

By Rex E. Layton
City Clerk

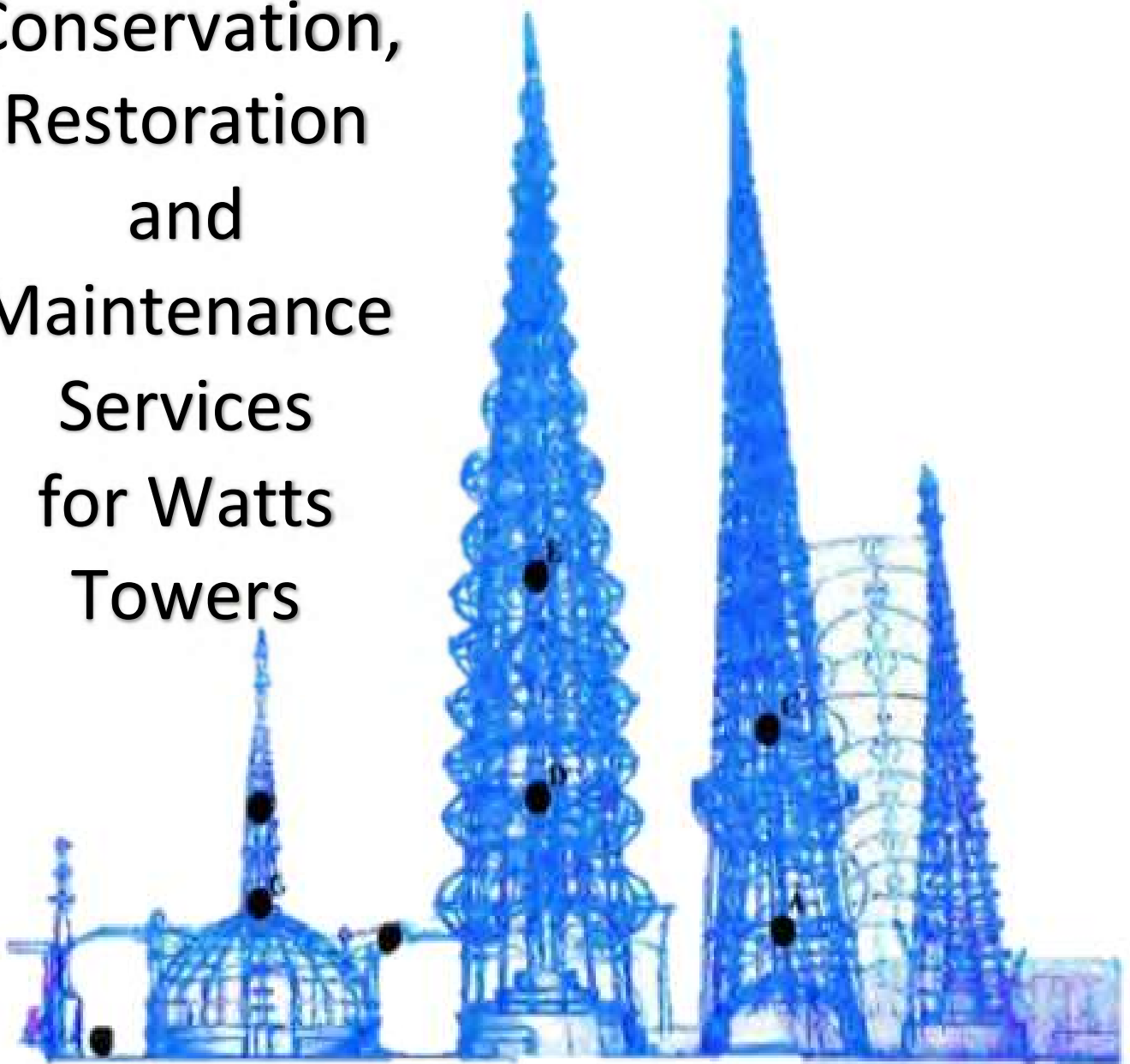
Attest:

as	POLICY	BUDGET	con
Department of General Services			
APPROVED			
APR 7 1978			
<u>Susanne Morgan</u>			
BY Deputy Director			

APPROVED
<u>W. E. Gordon</u>
Department of Finance
Budget Division

ATTACHMENT C

Conservation, Restoration and Maintenance Services for Watts Towers



Prepared by Mark Gilberg, Project Manager

ATTACHMENT D

PROJECT EXPENDITURE SUMMARY

CONTRACTOR: **ADDRESS:**
CONTRACT #: **BUDGET:** **REPORT NO.:** **DATE:**
CONTRACT PERIOD: **-** **PREPARED BY:** **PHONE#:**

PROJECT NAME: **WATTS TOWERS RENOVATION AND CONSERVATION SERVICES**

REPORTING PERIOD **FROM:** **TO:**

A		B	C	D	E (C - D)	F (B - C)
#	COST CATEGORY/ LINE ITEM	CITY APPROVED BUDGET	YEAR-TO-DATE EXPENDITURE	PREVIOUS REPORT YTD EXPENDITURE	CURRENT PERIOD EXPENDITURE	BUDGET BALANCE

#1000 PERSONNEL COSTS

SALARIES <POSITION/TITLE>	-	-	-	-	-	-
SALARIES <POSITION/TITLE>	-	-	-	-	-	-
SALARIES <POSITION/TITLE>	-	-	-	-	-	-
SALARIES <POSITION/TITLE>	-	-	-	-	-	-
SALARIES <POSITION/TITLE>	-	-	-	-	-	-
SALARIES <POSITION/TITLE>	-	-	-	-	-	-
FRINGE BENEFITS	-	-	-	-	-	-
SUBTOTAL #1000 - PERSONNEL COSTS	-	-	-	-	-	-

#2000 MATERIALS, SUPPLIES AND EQUIPMENT

	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
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	-	-	-	-	-	-
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	-	-	-	-	-	-
	-	-	-	-	-	-
SUBTOTAL #2000 - MSE	-	-	-	-	-	-

#3000 OTHER COSTS

	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
SUBTOTAL #3000 - OTHER COSTS	-	-	-	-	-	-

TOTAL	-	-	-	-	-	-
--------------	---	---	---	---	---	---

NOTES:

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The CONTRACTOR must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the CONTRACTOR to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/ warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10-year history

- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

Grant Administration - Eligible Costs

Projects Involving Acquisition**Acquisition Rules**

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., are considered pre-construction costs, which are limited to 25% of the GRANT.
3. The GRANTEE must record a deed restriction on the property after the acquisition is complete.
4. GRANTEE must provide title insurance.

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months.
2. A separate letter from an independent third party, AG-rated appraiser, certified by the California Office of Real Estate Appraisers, stating the appraisal was reviewed, and was completed using acceptable methods.

For easement acquisitions, in addition to the requirements above, provide:

3. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

4. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 35)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the GRANT

- Costs incurred outside the GRANT performance period
- Cost for land acquired through eminent domain or condemnation
- Acquisitions where purchase price is greater than appraised value
- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the GRANT.
4. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of GRANT; incurred prior to groundbreaking as determined by the grantee

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- Financing
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the grant; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management, including site inspections and PROJECT administration
- Miscellaneous – other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Financing
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the GRANT
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Construction costs incurred outside of the park boundaries
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee’s actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee’s time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE’S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers’ compensation.
- Overtime costs may be allowed under the GRANTEE’S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.

Watts Towers
Renovation and
Conservation Services
(Sole Source)

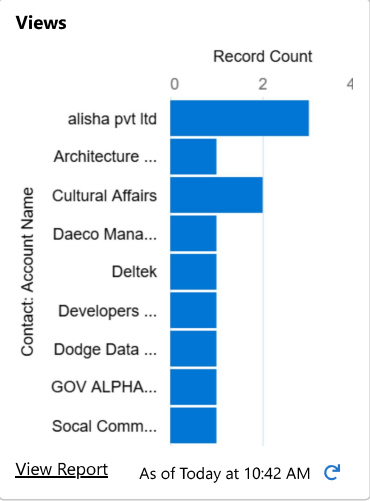
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Change Stage

RAMP ID
215779
Account Name
Cultural Affairs
(/lightning/r/Account/0016g00001cBi5A
AAS/view)
Bid Due Date
7/12/2024
Opportunity Owner
Jose Jasper Carpena (/lightning/r/
User/0056g000007CPaIAAG/view)

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Details

Related

Opportunity Information

Opportunity Name

Watts Towers Renovation and
Conservation Services (Sole Source)

Type

SS - Sole Source

Awarding Authority

Request For Qualification Opportunity

Council Districts

Subtype

Amount

\$1,337,000.00

Category

Personal Services

Division Name

Links

Description

Extensive and integrated renovation
work to stabilize and restore the Watts
towers and the prioritized structures
namely the gazebo, canopy, fountain
and connecting arms, referred to as
overheads.

Preq Date

7/11/2024

Standard Requirement

Important Dates

Bid Post

7/11/2024, 12:00 PM

Last day for questions

Bid Due

7/12/2024, 12:00 PM

Reason for Date Change

Opportunity Creation Questions

Labor portion equal to or over \$25,000?

Is the work due to warranty or license?

Proposal submission on RAMP?

Bid Method

Whole Item

Enable Online BIP

Enable Bid QnA

Is it for a product?

Competitive solicitation?

Display Budget Amount on RAMP?

Use System Template

Compliance Requirements

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Appropriation and Allotment ☆

LACMA C-143404 State Grant
Watts Towers Renovation - Phase II
Fund 67C, Account 30YW02

← Back



Apply

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> Analytical View

Grid Actions ▾



1 - 1 of 1 Records

View per Page -

20

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Page 1 of 1



BFY ▾

Fund ▾

Department ▾

Appr Unit ▾

Current Budget *fx*

Pre-Encumbered

Enc



2024

67C

30

30YW02

\$450,000.00

\$0.00



\$0.00

Budget Actuals

Budget Amounts

General Information

Unobligated *fx*

\$450,000.00

Total Revenue *fx*

\$0.00

YTD % Committed

100.00

▶ Show More

Billed Earned Revenue

\$0.00

Actual Expenses *fx*

\$0.00

Collected Earned Revenue

\$0.00

%Committed

0.00



Appropriation and Allotment ☆

LACMA C-143404 Funding Source
DCA General Fund
Fund 100, Account 009840

← Back



009840

Apply

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> Analytical View

Grid Actions ▾



1 - 16 of 16 Records

View per Page -

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Page 1 of 1



BFY ▾

Fund ▾

Department ▾

Appr Unit ▾

Current Budget *fx*

Pre-Encumbered

Encumbrance



2026

100

30

009840

\$450,000.00

\$0.00



\$0.00

Budget Actuals

Budget Amounts

General Information

Active

Yes

▶ Show More

Name

LACMA/WATTS TOWERS CONSERVATION

Manager Name

BGAA - Funds and Appro



2025

100

30

009840

\$300,000.00

\$0.00



\$0.00



2024

100

30

009840

\$150,000.00

\$0.00



\$0.00



2023

100

30

009840

\$150,000.00

\$0.00



\$0.00



2022

100

30

009840

\$150,000.00

\$0.00



\$0.00



2021

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30

009840

\$150,000.00

\$0.00



\$0.00



2020

100

30

009840

\$300,000.00

\$0.00



\$0.00

☐	▶	2019	100	30	009840	\$150,000.00	\$0.00		\$0.00
☐	▶	2018	100	30	009840	\$150,000.00	\$0.00		\$0.00
☐	▶	2017	100	30	009840	\$150,000.00	\$0.00		\$0.00
☐	▶	2016	100	30	009840	\$150,000.00	\$0.00		\$0.00
☐	▶	2015	100	30	009840	\$150,000.00	\$0.00		\$0.00
☐	▶	2014	100	30	009840	\$150,000.00	\$0.00		\$0.00
☐	▶	2013	100	30	009840	\$285,000.00	\$0.00		\$0.00
☐	▶	2012	100	30	009840	\$135,000.00	\$0.00		\$0.00
☐	▶	2011	100	30	009840	\$95,000.00	\$0.00		\$0.00



Appropriation and Allotment ☆

LACMA C-143404 Funding Source Rec and Parks Sites & Facilities Fund 209, Account 88CAMZ

← Back



88CAMZ

Apply

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> Analytical View

Grid Actions ▾



1 - 1 of 1 Records

View per Page -

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Page 1 of 1



BFY ▾

Fund ▾

Department ▾

Appr Unit ▾

Current Budget *fx*

Pre-Encumbered

Enc



2026

209

88

88CAMZ

\$500,000.00

\$0.00



\$0.00

Budget Actuals

Budget Amounts

General Information

Active

Yes

► Show More

Name

Watts Towers Restoration

Manager Name

BGAA - CAO and F&A



Appropriation and Allotment ☆

LACMA C-143404 Funding Source
Cultural Affairs Trust
Fund 844, Account 30003A
Note: Funds expended in 2023

[← Back](#)



Apply

Reset

[> Analytical View](#)

Grid Actions ▼



1 - 2 of 2 Records

View per Page -

20

50

100

500



Page 1 of 1



☐	BFY ⬆	Fund ⬆	Department ⬆	Appr Unit ⬆	Current Budget fx	Pre-Encumbered	
☐	▶ 2013	844	30	30003A	\$0.00	\$0.00	⋮ \$0
☐	▼ 2004	844	30	30003A	\$316,652.47	\$0.00	⋮ \$725

Budget Actuals

Budget Amounts

General Information

Active

Yes

[▶ Show More](#)

Name

WATTS TOWERS CONSERVATION PROG

Manager Name

BGAA - CAO, Mayor's Of

HOLLY L. WOLCOTT
CITY CLERK

City of Los Angeles
CALIFORNIA

OFFICE OF THE
CITY CLERK

PETTY F. SANTOS
EXECUTIVE OFFICER



KAREN BASS
MAYOR

Council and Public Services Division
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213) 978-1040

PATRICE Y. LATTIMORE
DIVISION MANAGER
CLERK.LACITY.GOV

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

Council File No.: 22-1582

Council Meeting Date: August 1, 2023

Agenda Item No.: 33

Agenda Description: COMMUNICATION FROM THE DEPARTMENT OF CULTURAL AFFAIRS (DCA) and RESOLUTION relative to the Locally-Operated State Parks Program Grant from the California State Department of Parks and Recreation, for the Watts Towers Restoration - Phase II project.

Council Action: COMMUNICATION FROM THE DEPARTMENT OF CULTURAL AFFAIRS AND RESOLUTION - ADOPTED

Council Vote:

YES	Blumenfield	YES	de León	YES	Harris-Dawson
YES	Hernandez	YES	Hutt	ABSENT	Krekorian
YES	Lee	ABSENT	McOsker	YES	Padilla
YES	Park	ABSENT	Price Jr.	YES	Raman
YES	Rodriguez	YES	Soto-Martínez	YES	Yaroslavsky

HOLLY L. WOLCOTT
CITY CLERK

Pursuant to Charter/Los Angeles Administrative Code Section(s): 14.7

FILE SENT TO MAYOR
LAST DAY FOR MAYOR TO ACT

08/02/2023

08/14/2023

APPROVED

8/14/2023

DATE SIGNED

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

THIEN HO
PRESIDENT

EVONNE GALLARDO
VICE PRESIDENT

RAY JIMENEZ
ASANTEWA OLATUNJI
ERIC PAQUETTE
CATHY UNGER
ROBERT VINSON



KAREN BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400
LOS ANGELES, CA 90012
213.202.5500 TEL
213.202.5513 FAX
culturela.org WEB

DANIEL TARICA
GENERAL MANAGER

June 16, 2023

The Honorable Karen Bass
Mayor of Los Angeles
Room 303, City Hall
June 16, 2023

The City Council
C/O City Clerk
Room 395, City Hall
Attention: Legislative Coord
Council File: 22-1582

RE: REQUEST TO ACCEPT A \$450,000 GRANT FROM THE CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION PROP 68 LOCALLY-OPERATED STATE PARK PROGRAM PHASE II – REVISED RESOLUTION ATTACHED

RECOMMENDATIONS

The General Manager of the Department of Cultural Affairs respectfully requests that the City Council take action on the following actions, subject to approval by the Mayor:

1. AUTHORIZE the General Manager of the Department of Cultural Affairs or designee to retroactively submit an application form and Grant Agreement with the California State Department of Parks and Recreation "Locally Operated State Park Program of Proposition 68" and accept \$450,000 award to finish renovation of the Watts Towers and required safety protocols to re-open to the public within a three-year timeframe from grant acceptance through March 31, 2025, and submit any other necessary agreements or grant period extensions relative to the implementation of this project, subject to the review and approval of the City Attorney as to form and legality;
2. Adopt the Authorizing Resolution (Attachment 1), as requested by the grantor and subject to the approval of the City Attorney as to form, which endorses the State of California grant agreement and authorizes DCA to comply with the State Parks funding requirements of the Grant Agreement;
3. AUTHORIZE the Controller to:
 - A. ESTABLISH a new interest-bearing fund entitled "Watts Towers Renovation – Phase II," and recognize a receivable in the amount of \$450,000, and receive and disperse the funds to complete capital improvements, upon presentation of documentation or proper demand, and create other new appropriation accounts within the newly established fund for sub-granting to Los Angeles County Museum of Art (LACMA) to perform the scope of Phase II renovations;

Appropriation Account	Account Name	Amount
30XXX-TBD	Watts Towers Renovation – Phase II	\$450,000



4. AUTHORIZE the General Manager of the Department of Cultural Affairs or designee to execute a subgrantee agreement with "Museum Partners," the nonprofit dba the Los Angeles County Museum of Contemporary Art (LACMA) in an amount up to \$600,000, as LACMA is named as a project partner by the State, due to its experienced conservation staff and protocols, to perform temporary services required for this project, which are of an expert, technical and special nature, subject to the City Attorney approval as to form and legality,
5. AUTHORIZE the General Manager of the Department of Cultural Affairs or designee to prepare any Controller's instructions needed to implement actions approved by the Council and Mayor on matters presented in or deriving from the transmittal, and/or to make necessary technical adjustment, and further, request that the Controller implement these instructions.

SUMMARY

In accordance with Los Angeles Administrative Code 14.6(b), DCA was directly invited to apply from the funder, and grant guidelines were provided less than 90-days from the grant deadline, therefore advance City Council approval to submit the applications was not feasible or required. In accordance with Los Angeles Administrative Code 14.6(b) and 14.8(c), DCA requests authority to submit this grant application retroactively, in accordance with the recommendations above, and authorization to subsequently accept and disperse grant funds.

DCA further seeks to sub-contract with "Museum Partners," dba LACMA, per Los Angeles Charter Section 371 (e) (2) confirming the services to be performed are of an expert, technical and special nature as well as occasional and temporary, and for these reasons, competitive bidding is not practical or advantageous.

The Locally-Operated State Parks Program (LOSPP) competitive grants fund renovation of aging infrastructure within a locally operated unit of the California State Parks system. The Watts Towers Arts Center Campus is located within State Park boundaries. This program was established in Public Resources Code (PRC) §80073(a). Applicants to the LOSPP grant program must be a local public agency with operating agreements with the State Parks system.

BACKGROUND

The California Department of State Parks has agreements with public, nonprofit, and private entities to operate or co-manage 96 state park units that leverage resources and community connections to increase capacity of state parks to provide enhanced visitor services while protecting and preserving natural and cultural resources consistent with the department's mission.

Several grant programs have been introduced since the 2018 Proposition 68 legislation -- the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act. The Locally Operated State Park Program grants support renovation of existing cultural features in need of repair and deferred maintenance.

LACMA, including advisory staff from the Getty Foundation's Conservation Institute, was retained due to the expertise of staff and scientists involved. The FY12/13 City budget provided a special allocation of \$2M to execute an agreement with LACMA for the full-scale restoration of the main three towers that comprise the structure. This urgent repair work was required to ensure safety from falling debris, and to mitigate further corrosion.

This initial \$2M City investment enabled LACMA to raise an additional \$500,000 from the James Irvine Foundation, and \$200,000 from Bank of America. DCA further raised \$500,000 from Federal Emergency Management (FEMA) funds, \$30,000 from the Ahmanson Foundation, and \$10,000 from the Angeli Foundation. This additional funding allowed for student apprentices and educational training for young people interested in museum sciences.

At the start of renovation, LACMA developed the "Watts Towers Treatment Plan," through monitoring, testing, and experimentation of materials. The successful renovations in Phase I, completed January 1, 2018 through December 31, 2020, included mortar repairs, filling in cracks, and the repair of decorative elements within the Towers. Each

repair was fully documented using standard conservation protocols and entered into a single, custom designed database to allow for ease of access and to inform future research and scholarship.

Phase II will finish renovation efforts and will restore the artwork's Gazebo, Fountain, and Canopy – three main features that characterize the Watts Towers next to the Towers themselves. This phase will also include enhanced

safety features and informative signage. The timeline for construction per the funder allows, if needed, up to March 31, 2025 to finalize renovation. DCA anticipates a public unveiling with grand opening events further celebrating the current 100th Anniversary of the Watts Towers.

The estimate provided from LACMA to finish all renovation in Phase II is \$600,000. In the FY21/22 City budget, DCA received a \$150,000 special appropriation; which enabled a 25% match to award \$450,000 from the California State Parks to obtain the \$600,000 budget required for final renovations. Following all renovation, LACMA will produce a new guide with recommendations for the long-term preservation of the towers, with an emphasis on regular care, maintenance, and monitoring to mitigate future damage to the Towers or major repair work. Phase II restoration will ensure the public's safety to tour around the structures. It also ensures its longevity for future generations to learn from and appreciate.

FISCAL IMPACT

There is no impact to the General Fund 100.


DANIEL TARICA
General Manager
Department of Cultural Affairs

**RESOLUTION OF THE Los Angeles City Council Approving the Application for
LOCALLY-OPERATED STATE PARK PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Locally-Operated State Park Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Applicant's Governing Body) hereby:
APPROVES THE FILING OF AN APPLICATION FOR THE Watts Towers Restoration - Phase II

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (General Manager, Department of Cultural Affairs) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the _____ day of _____, 20_____

I, the undersigned, hereby certify that the foregoing Resolution Number Council File 22-1528 was duly adopted by the Los Angeles City Council following a roll call vote:

Ayes: 13

Noes: 0

Absent: 2

_____ (Clerk)

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:

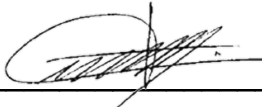
1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act Amendments Act (ADAAA 2008) 42 U.S.C 12101 et seq. and its implementing regulation.
2. The Contractor will provide for reasonable accommodations to allow 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: [Contract No. TBD]

CONTRACTOR: Los Angeles County Museum of Art

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Jean-Pascal Coutelen, Associate VP of Facilities

SIGNATURE:  _____

DATE: 4/10/23

City of Los Angeles

**CERTIFICATION REGARDING COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

The undersigned hereby agrees that Museum Associates dba The Los Angeles County Museum of Art will:
Name of Business

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.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles / Los Angeles County/CA

City/County/State

4/5/2023
Date

Museum Associates dba The Los Angeles County Museum of Art

Name of Business

Address

Signature of Authorized Officer/Representative

Print Name

Chief Financial Officer

Ann Rowland

Title

Telephone Number

5905 Wilshire Blvd.

323-857-6142

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing

☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract) Cultural Affairs
Bidder Name Museum Associates dba Los Angeles County Museum of Art	
Address 5905 Wilshire Boulevard, Los Angeles, CA 90036	
Email Address jblair@lacma.org	Phone Number 323-857-6048

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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;

2. A construction contract with any value and duration;

3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or

4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

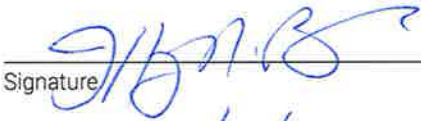
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Jeffrey Blair

Name

General Counsel & Assistant Secretary

Title



Signature



Date

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 at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Watts Towers Restoration

Awarding Authority (Department awarding the contract): **Cultural Affairs**

Bidder Name: **Museum Associates dba Los Angeles County Museum of Art**

Bidder Address: **5905 Wilshire Boulevard, Los Angeles, CA 90036**

Bidder Email Address: **jblair@lacma.org** Bidder Phone Number: **323-856-6048**

Schedule Summary

Please complete all three of the following:

- | | | |
|--|---|--|
| 1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more PRINCIPALS , as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes
☒ | No
☐ |
| 2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes
☐ | No
☒ |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u> 3 </u> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Jeffrey Blair

Name

General Counsel & Assistant Secretary

Title

Signature

Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name:	Elaine P. Wynn	Title:	Co-Chair, LACMA Board
Address: 5905 Wilshire Boulevard, Los Angeles, CA 90036			

Name:	Antony P. Ressler	Title:	Co-Chair, LACMA Board
Address: 5905 Wilshire Boulevard, Los Angeles, CA 90036			

Name:	Michael Govan	Title:	Chief Executive Officer and Director
Address: 5905 Wilshire Boulevard, Los Angeles, CA 90036			

Name:	Diana Vesga	Title:	Chief Operating Officer
Address: 5905 Wilshire Boulevard, Los Angeles, CA 90036			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

☐ Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive. If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Museum Associates dba Los Angeles County Museum of Art			
Business Name		Contractor's License Number	
5905 Wilshire Boulevard	Los Angeles	CA	90036
Street Address	City	State	Zip
Diana Magaloni, Deputy Director, Program Director & Dr. Virginia Fields Curator of the Art of the Ancient Americas, Director of Conservation		323-932-5889	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated ____/____/____ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 05 / 10 / 1938 State of incorporation: California

List the corporation's current officers.

President: Michael Govan, CEO & Wallis Annenberg Director

Vice President: Diana Vesga, Chief Operating Officer

Secretary: Jeffrey Blair, General Counsel & Assistant Secretary

Treasurer: Ann Rowland, Chief Financial Officer

List all the stock owners who own 5% or more of the corporation’s stock. Publicly traded corporations do not need to list its stock owners.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

☐ **Joint Venture:** Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm’s owners, partners, or officers operated a similar business in the past five years?
☐ Yes ☒ No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
☐ Yes ☒ No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm’s contractor licenses held in the name of a corporation or partnership?
☐ Yes ☒ No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?
☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?
☐ Yes ☒ No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 84 Years.
8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?
☒ Yes ☐ No

If, Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)
See Attachment B

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?
☐ Yes ☒ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?
☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor’s Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ☒ No

If **Yes**, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)
See Attachment B

14. Does your firm have any outstanding judgments pending against it?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?
- ☐ **Yes** ☒ **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?
- ☐ **Yes** ☒ **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.
- (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

☐ **Yes** ☒ **No**
- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

☐ **Yes** ☒ **No**
- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ☒ No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

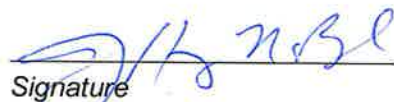
If **Yes**, explain the circumstances surrounding each instance.

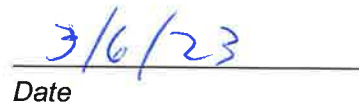
(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:


Signature


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 to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California’s Department of Industrial Relations

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California’s Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

California’s Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

ATTACHMENT B: INFORMATION FOR SECTIONS E & F

Section E, Question 8

ENTITY	PURPOSE OF CONTRACT	CONTACT	AMOUNT	START	END
Cultural Affairs	Cultural Grant Services Agreement	Catherine Massey Phone: 323-857-6299	\$35,250.00	7/1/2022	6/302023
Cultural Affairs	Watts Towers Conservation	Diana Magaloni Phone: 323-932-5889	\$450,000.00	7/1/2022	3/30/2023
Cultural Affairs	Cultural Grant Services Agreement	Catherine Massey Phone: 323-857-6299	\$37,210.00	7/1/2021	6/302022
Cultural Affairs	Watts Towers Conservation	Diana Magaloni Phone: 323-932-5889	\$150,000.00	7/1/2021	3/30/2022
Cultural Affairs	Cultural Expansion Programs	Catherine Massey Phone: 323-857-6299	\$31,380	7/1/2020	6/30/2021
Cultural Affairs	Cultural Expansion Programs	Catherine Massey Phone: 323-857-6299	\$40,000	7/1/2019	6/30/2020
Cultural Affairs	Cultural Expansion Programs	Catherine Massey Phone: 323-857-6299	\$40,000	7/1/2018	6/30/2019
Cultural Affairs	Conservation Services for the Watts Towers	Diana Magaloni Phone: 323-932-5889	\$450,000	1/1/2018	12/31/2020
Cultural Affairs	Watts Towers Conservation	Diana Magaloni Phone: 323-932-5889	\$2,000,000	7/1/2017	3/30/2020
Cultural Affairs	Cultural Expansion Programs	Catherine Massey Phone: 323-857-6299	\$39,550	7/1/2017	6/30/2018

Section F, Question 13A(c)

Plaintiff: Raul Garzon
Causes of Action: Wrongful termination and discrimination
Date of filing: 5/11/20
Current status: Resolved

Plaintiff: Patricia Ancona
Causes of Action: Wrongful termination and discrimination
Date of filing: 5/8/19
Current status: Resolved

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Museum Associates dba Los Angeles County Museum of Art

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

1/19/2023

Date

Diana Magaloni, Deputy Director, Program Director & Dr. Virginia Fields Curator of the Art of the Ancient Americas, and Director of Conservation

Print Name and Title of Officer or Authorized Representative

Department of Cultural Affairs

FY23 / TBD

Awarding City Department

Contract Number

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>Cultural Affairs</u>	Contract Administrator: <u>Jose Carpena</u> Phone #: <u>213-202-5549</u>
CONTRACTOR INFO	
Contractor Name: <u>Museum Associates dba Los Angeles Contemporary Museum of Arts (LACMA)</u>	
Contractor Address: <u>5905 Wilshire Blvd.</u>	
City: <u>Los Angeles</u>	State: <u>Ca</u> Zip: <u>90012</u>
CONTRACT INFO	
Contract Name: <u>Museum Associates</u> Contract #: _____	
Purpose: <u>Conservation and Renovation Services for the Watts Towers</u>	
Contract Amount: <u>\$1,336,593</u>	Start Date: <u>07/01/2022</u> End Date: <u>06/30/2025</u>
Location of Service: <u>Los Angeles Watts Towers Park</u>	
SECTION I: DETERMINING APPLICABILITY TO THE LWO	
1. Check off ONE box that best describes the contract. ☐ New Contract ☒ Contract Amendment # <u>143404</u>	<u>INSTRUCTIONS</u> If you checked off the New Contract box, SKIP TO Question 3. If you checked off the Contract Amendment box, CONTINUE TO Question 2a.
2a. Was the original contract subject to the LWO? ☐ Yes ☒ No 2b. Was the original contract approved for an exemption? ☒ Yes ☐ No	If you checked off YES to 2a OR 2b, THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC. If you checked off NO to 2a AND 2b, CONTINUE TO Question 3.
3. Check off any box(es) from the list that describes the contract. TYPE A ☐ Service contract that is less than 3 months OR less than \$25,000. ☐ With another governmental entity. ☐ Purchase or rental of goods, equipment, property. ☐ 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: ☐ (a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis.	If you checked off one of the boxes under TYPE A¹, your contract is NOT SUBJECT to the LWO. THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.
TYPE B ☐ Service contract that is at least 3 months AND \$25,000 or more.	If you checked off the box under TYPE B, your contract MAY OR MAY NOT BE SUBJECT to the LWO. CONTINUE TO Question 4a.

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP (www.rampla.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) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, Jeffrey Blair am authorized to bind contractually the Company identified below.

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

<u>56475</u>			
RAMP Id	EIN/TIN		
<u>Museum Associates</u>			
Company Name			
<u>5905 Wilshire Boulevard</u>	<u>Los Angeles</u>	<u>CA</u>	<u>90036</u>
Street Address	City	State	Zip
<u>3238576048</u>	<u>jblair@lacma.org</u>		
Phone	Email		

3. The company came into existence in 1958 (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.eeoe@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.eeoe@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.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:*

Jeffrey Blair

Signature

1/4/2022, 10:09 AM

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

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

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.

benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)

City of Los Angeles

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

RAMP Id: 56475 EIN/TIN: _____
Company Name: Museum Associates
Company Address: 5905 Wilshire Boulevard
City: Los Angeles State: CA Zip: 90036
Contact Person: Jeffrey Blair Phone: 3238576048 E-mail: jblair@lacma.org
Approximate Number of Employees in the United States: 456
Approximate Number of Employees in the City of Los Angeles: 258

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

SECTION 3. COMPLIANCE OPTIONS

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

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

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

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jeffrey Blair, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jeffrey

First name

Blair

Last name

☒ 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc Insurance Brokers of CA Inc LIC # 0726293. 505 N. Brand Blvd., Suite 600 Glendale CA 91203	CONTACT NAME: Kozet Sinanyan PHONE (A/C, No, Ext): 818-539-1270 FAX (A/C, No): 818-539-1570 E-MAIL ADDRESS: Kozet Sinanyan@AJG.com
INSURED Museum Associates dba LACMA Attn: Maia November 5905 Wilshire Boulevard Los Angeles CA 90036	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident and Indemnity Company INSURER B: Hartford Casualty Insurance Company INSURER C: Sentinel Insurance Company Ltd INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1139834106**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	72 UUN CF7666	11/1/2021	11/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	72 UEN CF7722	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$1,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	72 RHU CF7862	11/1/2021	11/1/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	72 WE AN2JE2	11/1/2021	11/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Watts Towers – Conservation and preservation, 1765 East 107 St., Los Angeles, CA 90002

City of Los Angeles, its officers and employees are included as Additional Insured, as required by written contract, as their interests may appear, with regards to liability arising from operations and/or uses by or on behalf of the Named Insured. Waiver of subrogation applies to the Workers Compensation policy, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Los Angeles and its Agencies, Boards and Depts.
200 North Main Street
City Hall East - Rm 1240
Los Angeles

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kozet Sinanyan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc Insurance Brokers of CA Inc LIC # 0726293. 505 N. Brand Blvd., Suite 600 Glendale CA 91203	CONTACT NAME: Kozet Sinanyan PHONE (A/C, No, Ext): 818-539-1270 FAX (A/C, No): 818-539-1570 E-MAIL ADDRESS: Kozet_Sinanyan@AJG.com
INSURED Museum Associates dba LACMA Attn: Maia November 5905 Wilshire Boulevard Los Angeles CA 90036	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident and Indemnity Company INSURER B: Hartford Casualty Insurance Company INSURER C: Sentinel Insurance Company Ltd INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1139834106**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	72 UUN CF7666	11/1/2022	11/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	72 UEN CF7722	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$1,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	72 RHU CF7862	11/1/2022	11/1/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	72 WE AN2JE2	11/1/2022	11/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Watts Towers – Conservation and preservation, 1765 East 107 St., Los Angeles, CA 90002

City of Los Angeles, its officers and employees are included as Additional Insured, as required by written contract, as their interests may appear, with regards to liability arising from operations and/or uses by or on behalf of the Named Insured. Waiver of subrogation applies to the Workers Compensation policy, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Los Angeles and its Agencies, Boards and Depts.
200 North Main Street
City Hall East - Rm 1240
Los Angeles

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kozet Sinanyan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc Insurance Brokers of CA Inc LIC # 0726293. 505 N. Brand Blvd., Suite 600 Glendale CA 91203	CONTACT NAME: Kozet Sinanyan PHONE (A/C, No, Ext): 818-539-1270 FAX (A/C, No): 818-539-1570 E-MAIL ADDRESS: Kozet_Sinanyan@AJG.com
INSURED Museum Associates dba LACMA Attn: Maia November 5905 Wilshire Boulevard Los Angeles CA 90036	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident and Indemnity Company INSURER B: Hartford Casualty Insurance Company INSURER C: Sentinel Insurance Company Ltd INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1139834106**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	72 UUN CF7666	11/1/2023	11/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	72 WE AN2JE2	11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	72RHUBJ6CVZ	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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Kozet Sinanyan

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CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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Iran Contracting Act of 2010 - Implementation and Processing Procedures

Overview:

The Iran Contracting Act of 2010 prohibits bidders engaged in investment activities in Iran, from bidding, submitting proposal for, entering into or renewing contracts with the City for goods and services of \$1,000,000 or more.

A bidder or proposer who engages in investment activities in Iran is defined as either:

1. A bidder or proposer providing goods or services of \$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 or Iran; OR
2. A bidder that is a financial institution 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 the list created by the State of California, Department of General Services (DGS) as a person engaging in the investment activities in Iran.

All bidders or proposers for department contracts of \$1,000,000 or more shall certify that they are not identified on the DGS list of ineligible businesses or persons, and that they are **not** engaged in investment activities in Iran by signing and submitting the *Iran Contracting Act of 2010 Compliance Affidavit*.

Implementation & Processing:

- All bidders or proposers for a Department contract valued at \$1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.
- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: <http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>
 - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.
- In the event that the awarding authority intends to award a contract valued at \$1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at PPO@dgs.ca.gov. For more information, the webpage for the OPPL is located at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

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.

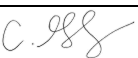
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting 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) Museum Associates, dba Los Angeles County Museum of Art		BTRC (or n/a) IRS No.: 95-226406
By (Authorized Signature) 		
Print Name and Title of Person Signing Claudia Gutierrez		
Date Executed 02/12/26	City Approval (Signature) 	(Print Name) Alma Miranda

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)



**Department of General Services
Procurement Division**

707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

List Date: August 5, 2020

**Entities Prohibited from Contracting with Public Entities in California per the
Iranian Contracting Act, 2010**

1. China National Petroleum Corporation
 2. China Oilfield Services Limited
 3. Indian Oil Corporation Ltd.
 4. Oil and Natural Gas Corporation
 5. Oil India Limited
 6. ONGC Videsh Ltd.
 7. Petrofield
 8. Petróleos de Venezuela, S.A
 9. Sinopec
 10. SKS Ventures
-

If you have any questions regarding this notification, please contact:

Office of Policies, Procedures, and Legislation

PPO@dgs.ca.gov