County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
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500 West Temple Street, Room 713, Los Angeles, California 90012
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

September 22, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC HEARING TO SET A MAXIMUM NOTIFICATION FEE FOR FILM AND STILL PHOTOGRAPHY AND APPROVE A SOLE SOURCE AGREEMENT FOR FILM AND STILL PHOTOGRAPHY PERMITTING SERVICES BY AND BETWEEN COUNTY OF LOS ANGELES AND FILM L.A. (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

## SUBJECT

Conduct the required public hearing and, upon conclusion of the public hearing, approve the setting of a maximum notification fee for film and still photography as follows: $450 for each film shoot and $300 for each still photography shoot; and execute a no-cost sole source agreement for film and still photography services with Film L.A., for an initial term of five (5) years with two (2) optional five (5) year extensions, for a maximum term of fifteen (15) years.

## IT IS RECOMMENDED THAT YOUR BOARD AFTER THE PUBLIC HEARING:

1. Approve the setting of a maximum notification fee for film and still photography as follows: $450 for each film shoot and $300 for each still photography shoot; and waive the Board Agenda Procedures, Section IVA, which requires that community meetings be held prior to a public hearing.

2. Approve and instruct the Chairman of the Board of Supervisors to execute the no-cost sole source agreement for film and still photography permitting services with Film L.A. for an initial term of five (5) years with two (2) optional five (5) year extensions, for a maximum term of fifteen (15) years.

3. Delegate authority to the Chief Executive Officer, or his designee, to approve and execute Change Notices for changes to the following sections of the agreement, without further action by the County Board of Supervisors:

   (a) Section 2.2 – Application Fee,

   (b) Exhibit A – Statement of Work, Paragraph 1E - County Service Fees and Paragraph 1J - Permit Applicant Insurance Requirements

   (c) Exhibit E – County's Administration,

   (d) Exhibit F – Contractor's Administration,

   (e) Exhibit Q – Agreement Discrepancy Report,

   (f) Exhibit R – Approval of County Departments, and

   (g) Exhibit V – Filmmaker's Code of Professional Responsibility.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 23, 2009, your Board directed the Chief Executive Office (CEO) to negotiate a sole source, long-term agreement with Film L.A. (formerly Entertainment Industry Development Corporation), and to initiate discussions with the City of Los Angeles (City) and other jurisdictions regarding their contractual relationships with Film L.A., and report back to your Board within ninety (90) days.

In accordance with your Board's direction, the purpose of the recommendation actions is to conduct the required public hearing and, upon conclusion of the public hearing, approve the setting of a maximum notification fee for film and still photography as follows: $450 for each film shoot and $300 for each still photography shoot; and execute a no-cost sole source agreement (Attachment I) for film and still photography services with Film L.A., for an initial term of five (5) years with two (2) optional five (5) year extensions, for a maximum term of fifteen (15) years.

Since June 23, 2009, the CEO has learned from the City that Film L.A. was the only entity to respond to the City's RFP for film and still photography services, issued on May 5, 2009. On July 16, 2009, the CEO met with City staff and was informed that the City is still exploring various options, including bringing part or all of the film and still photography services in-house, and/or negotiating a contract with Film L.A.

The CEO has also contacted the eleven (11) other jurisdictions that currently contract with Film L.A.: Angeles National Forest, the cities of Diamond Bar, Industry, Lancaster, Palmdale, and South Gate, and the Los Angeles Unified School District (LAUSD), Burbank Unified School District, La Canada Unified School District, San Gabriel Unified School District, and Lawndale Elementary School District. All jurisdictions have been pleased with Film L.A.'s performance and plan to renew their contracts with Film L.A. when the term of their respective contracts expire, with the exception of LAUSD, which plans to issue an RFP in February 2010.

The CEO will continue to dialogue with these other jurisdictions to improve local governmental responsiveness to the film industry and streamline the respective film permitting operations within the County.

**Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). Having a contractor that has the specialized expertise to provide film and still photography permitting services accurately, efficiently, and responsively will support the County in meeting these goals.

**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. For the performance of the film and still photography permitting coordination services, Film L.A. shall be allowed to charge and retain various permit application fees from its film industry customers. All permit application fees set forth in the attached agreement were approved by your Board on June 23, 2009 at the conclusion of the required public hearing, with the exception of a maximum notification fee for film and still photography. The attached agreement allows Film L.A. to set a notification fee for film and still photography up to the maximum of $450 for each film shoot and $300 for each still photography shoot.

In addition to permit application fees, which are retained by Film L.A., County departments may also charge use fees to filming industry customers for filming/still photography on County owned or leased property. Use fees may either be collected by Film L.A. on behalf of County department(s) and remitted to the County, or paid directly to the affected County department(s).

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 22, 1999, your Board approved a ten (10) year agreement with Entertainment Industry Development Corporation (EIDC) for the coordination and processing of film and still photography permits on County owned or leased property. Film L.A. subsequently succeeded to the interest of EIDC and assumed all of the rights and obligations of EIDC for the full term of the agreement.

On June 23, 2009, your Board approved amendment number one to the ten (10) year Film L.A. agreement to extend the term for an additional six (6) months, with two (2) optional three (3) month extensions. In addition, your Board directed the CEO to negotiate a sole source, long-term agreement with Film L.A. and return to your Board with an agreement within ninety (90) days.

### Public Hearing Notification

Pursuant to Section 66018 of the California Government Code, prior to adopting a new fee or approving an increase in an existing fee, a local agency shall hold a public hearing. In accordance with Section 6062a of the California Government Code, notice of the hearing shall be published. The County is in compliance with the requirements of these sections.

The Board Agenda Procedures, Section IVA, requires that community meetings be held prior to a public hearing, with a report to the Board on the results of the meetings. Film L.A. conducted meetings with the film industry on the increased permit application fees, which were approved by your Board on June 23, 2009 and are set forth in the attached agreement. Film L.A. reported that it received very little negative feedback from the film industry. Film L.A., however, did not conduct community meetings relating to the setting of maximum notification fees, which is the subject of the current public hearing. The CEO recommends that your Board waive the requirement of conducting community meetings and direct Film L.A. to conduct community meetings when it proposes to further increase any permit application fees.

## County Code Amendment

The CEO will return to your Board before the end of the 2009 calendar year with proposed revisions to County Code Section 2.118 and related provisions, to reflect the County's current film and still photography permitting process. The County Code will be amended to remove references to the County filming permit coordination office and filming advisory committee, which no longer exist. Subject to further discussions with County departments, and review of the proposed amendments by the California Film Commission, as required by California Government Code Section 14999.21, it is anticipated that the amendments will reflect that County departments or districts will be responsible for reviewing, approving, and issuing permits for film/still photography, as authorized by Title 22 of the County Code, and that the County may contract with third parties for ministerial duties relating to the film/still photography permit coordination process.

## Legally Required Provisions

The attached sole source, long-term agreement contains all applicable legally required provisions and has been reviewed and approved as to form by County Counsel. The CEO has determined, with County Counsel's concurrence, that this agreement is not subject to: (1) Living Wage Ordinance; (2) Contractor's Obligations under Health Insurance Portability and Accountability Act; (3) Local Business Enterprise Preference Program; or (4) Transitional Job Opportunities Preference Program and, therefore, these provisions are not included in the agreement. CEO Risk Management has reviewed and approved the agreement provisions relating to insurance and indemnification.

## Board Mandated Provisions

The attached sole source, long-term agreement contains all applicable Board mandated provisions, except those terms and conditions described in Attachment II, which have been modified for inclusion, or have been deleted entirely, as negotiated.

## Other Applicable Provisions

The attached sole source, long-term agreement contains all other applicable provisions that are not legally required or Board mandated, but are traditionally included in County contracts. Attachment III describes other applicable provisions which have been modified for inclusion, or have been deleted entirely, as negotiated.

## CONTRACTING PROCESS

On June 23, 2009, your Board approved amendment number one to the ten (10) year Film L.A. agreement to extend the term for an additional six (6) months, with two (2) optional three (3) month extensions. In addition, your Board directed the CEO to negotiate a sole source, long-term agreement with Film L.A. and return to your Board with an agreement within ninety (90) days.

Pursuant to revised Board Policy 5.100 - Sole Source Contracts, attached is a Sole Source Checklist (Attachment IV).

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the sole source, long-term agreement will allow the County to continue contracting with Film L.A. for film and still photography permitting services for five (5) years, with two (2) optional five (5) year extensions, for a maximum term of fifteen (15) years. There is no impact on current services.

## CONCLUSION

Upon the Board's approval of the long-term sole source agreement with Film L.A., please return four signed Board-approved originals to the Chief Executive Office, Community and Municipal Services.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS
LR:os

Attachment (4)

c: Executive Officer, Board of Supervisors
Acting County Counsel
Auditor-Controller

# AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FILML.A., INC.

FOR

FILM AND STILL PHOTOGRAPHY PERMITTING SERVICES

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# AGREEMENT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# FILM L.A. Inc.
# FOR
# FILM PERMITTING SERVICES

This agreement is made and entered into this ___ day of _____, 2009 by and between the County of Los Angeles (hereinafter "County") and FilmL.A., Inc. (hereinafter "Contractor"). Contractor is located at 1201 W. 5th Street Suite T-800, Los Angeles, CA 90017.

## RECITALS

WHEREAS, there is a need for and interest in programs, projects and activities designed to encourage filming and expedite the processing of filming/still photography permits within the County to reduce runaway production and to encourage cooperation between residents, merchants and film production companies;

WHEREAS, the Contractor is a non-profit corporation governed by a board of directors comprising entertainment industry members, labor and trade representatives, and local community leaders;

WHEREAS, the County currently contracts for film permitting services with Film L.A., pursuant to agreement No. 68335 which expired on June 30, 2009, and which was extended on June 23, 2009 for an additional three months with two optional three month extensions. The public purposes will be served by entering into this Agreement with the Contractor; and

WHEREAS, this Agreement is authorized by California Government Code section 23004 and otherwise;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

This document, without Exhibits, is referred to as the "Base Agreement." The Base Agreement, together with Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y attached hereto, form this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement and *Exhibit A – Statement of Work* equally, and then to the Exhibits according to the following priority.

**Standard Exhibits:**

1.1 EXHIBIT B - INTENTIONALLY OMITTED

1.2 EXHIBIT C - INTENTIONALLY OMITTED

1.3 EXHIBIT D - Contractor's EEO Certification

1.4 EXHIBIT E - County's Administration

1.5 EXHIBIT F - Contractor's Administration

1.6 EXHIBIT G - Forms Required at the Time of Agreement Execution

1.7 EXHIBIT H - Jury Service Ordinance

1.8 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

1.9 EXHIBIT J - INTENTIONALLY OMITTED

1.10 EXHIBIT K -INTENTIONALLY OMITTED

1.11 EXHIBIT L - INTENTIONALLY OMITTED

1.12 EXHIBIT M - INTENTIONALLY OMITTED

1.13 EXHIBIT N - INTENTIONALLY OMITTED

1.14 EXHIBIT O - Charitable Contributions Certification

1.15 EXHIBIT P – INTENTIONALLY OMITTED

1.16 EXHIBIT Q - Agreement Discrepancy Report

1.17 EXHIBIT R – Approvals of County Departments

1.18 EXHIBIT S – Use Fees

1.19 EXHIBIT T – INTENTIONALLY OMITTED

1.20 EXHIBIT U – General Terms, Conditions and Restrictions for Film Permit

1.21 EXHIBIT V – Filmmakers' Code of Professional Responsibility

1.22 EXHIBIT W – Film LA Notification Program – County of Los Angeles

1.23 EXHIBIT X -- Complaints/Remarks Process – County of Los Angeles

1.24 EXHIBIT Y -- Field Services Monitoring – County of Los Angeles

This Base Agreement, together with the Recitals and the Exhibits attached hereto (hereafter "Agreement"), shall constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Agreement:** The Base Agreement, together with the Recitals and Exhibits attached hereto.

**2.2 Application Fee**: Fee charged by Contractor to Permittee to obtain a film permit for filming a motion picture (e.g., movie, television/cable program, music video, .documentary, etc.) at up to ten (10) locations for up to two (2) weeks.

2.3 **Application Rider Fee:** Fee charged by Contractor to Permittee to alter, extend or amend a permit.

2.4 **Base Agreement:** Shall have the meaning specified in Paragraph 1.0 – Applicable Documents

2.5 **Business Days:** Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.

2.6 **Chief Executive Office:** The County department which assists the County Board of Supervisors in handling the administrative details for the County.

2.7 **Chief Executive Officer:** The department head of the Chief Executive Office.

2.8 **Contractor:** Shall have the meaning specified in the introductory paragraph to this Agreement.

2.9 **Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.10 **County Project Manager:** The person designated by County to manage the operations under this Agreement.

2.11 **Day(s):** Calendar day(s).

2.12 **Extended Term:** Shall have the meaning specified in Paragraph 4.0 – Term of Agreement.

2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.14 **Initial Term:** Shall have the meaning specified in Paragraph 4.0 – Term of Agreement.

2.15 **Notification Fee:** Fee charged by Contractor to Permittee to notify affected residents and businesses about filming/still photography activities.

**2.16 Monitor Fee:** Fee charged by Contractor to Permittee to monitor filming/still photography activity and facilitate permit compliance.

**2.17 Other Fee:** Fee for services identified in *Exhibit S – Other Fees.* Other Fees shall be collected by Contractor on behalf of County department(s).

**2.18 Permit Application Fees:** Fees charged by Contractor to Permittee to coordinate and process film/photography permits. These fees include: Application Fee, Application Rider Fee, Still Photography Registration Fee (Annual) , Still Photography Permit Fee (Daily) , Still Photography Permit Rider Fee, Notification Fee, and Monitor Fee.

**2.19 Permittee:** The film/still photography permit applicant who is issued a film/still photography permit, except when the film/still photography permit applicant is a permit service, in which case the Permittee is the entity on whose behalf the permit service is seeking the film/still photography permit.

**2.20 Rider**: A document which alters, extends or amends a permit.

**2.21 Service Fee:** Fee charged by County department(s) for County staff time and other incidental costs to perform services, other than those identified in *Exhibit S – Other Fees*, relating to a film/still photography shoot, including a clean-up and repair deposit. The Service Fees vary by department and type of service, and are payable directly to the County department(s).

**2.22 Special Conditions:** Filming/still photography guidelines in designated filming/still photography areas (see, for example, **http//www.filmla.com/special_conditions.php**) established by Contractor, law enforcement and/or city or County officials to mitigate the concerns of local residents and to provide for a balanced use of street and filming/still photography properties.

**2.23 Still Photography Permit Fee (Daily):** Fee charged by Contractor to Permittee to conduct still photography in certain areas on a case-by-case basis. In certain areas, a Still Photography Registration Fee

(Annual) is also required, and in certain areas, both a Still Photography Permit Fee (Daily) and a Still Photography Registration Fee (Annual) are required.

**2.24** **Still Photography Permit Rider:** A document which alters, extends or amends a still photography permit (daily).

**2.25** **Still Photography Registration Fee (Annual):** Fee charged by Contractor to Permittee to conduct still photography in certain areas on an annual basis, on condition that Permittee limits its crew to 10 personnel, uses minimal equipment (e.g., small lights, small generator, etc.), and has current insurance certificate on file. In certain areas, a Still Photography Registration Fee (Annual) is not applicable, in which cases, a Still Photography Permit Fee (Daily) is required. In certain areas, both a Still Photography Registration Fee (Annual) and a Still Photography Permit Fee (Daily) are required.

**2.26** **Still Photography Permit Rider Fee:** Fee charged by Contractor to Permittee to alter, extend or amend a still photography permit (daily).

**2.27** **Subcontractor**: Any person or entity to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Sub-paragraph 8.40 – Subcontracting

**2.28** **Use Fee:** Fee charged by County department(s) for filming/still photography on County owned or leased property. Use Fees shall be collected by Contractor on behalf of County department(s) or by County departments directly.

## 3.0 WORK

3.1 Pursuant to the provisions of this Agreement, including but not limited to *Exhibit A – Statement of Work, Exhibit W – Film LA Notification Program – County of Los Angeles, Exhibit X – Complaints/Remarks Process – County of Los Angeles, and Exhibit Y – Field Services Monitoring – County of Los Angeles*, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Agreement.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County for such tasks, deliverables, services, and other work as set forth in this Agreement.

## 4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be **five (5) years** (such term referred to herein as "Initial Term"), commencing upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County will have the sole option to extend this Agreement term for up to two (2) five (5) additional periods, for a maximum total Agreement term of fifteen (15) years. Each such extension shall be exercised at the sole discretion of the County Board of Supervisors. Any extended period is referred to herein as an "Extended Term."

4.3 Each extension shall be accomplished by the provision of at least thirty (30) Business Days prior written notice by the County to the Contractor, prior to the end of the Initial Term or any Extended Term, which notice shall specify the duration of the extended period.

4.4 The Contractor shall notify the Chief Executive Officer when this Agreement is within twelve (12) months from the expiration of the Initial Term or any Extended Term as provided for hereinabove. Upon occurrence of this/these event(s), the Contractor shall send written notification(s) to the Chief Executive Officer at the address herein provided in *Exhibit E - County's Administration*.

## 5.0 AGREEMENT SUM

The Contractor shall receive no compensation from the County under this Agreement, but may collect those fees as set forth in *Exhibit A -Statement of Work*.

## 6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit E - County's Administration*. The County will notify the Contractor in writing of any change in the names or addresses shown.

### 6.1 INTENTIONALLY OMITTED

### 6.2 COUNTY PROJECT MANAGER

The responsibilities of the County Project Manager include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

### 6.3 INTENTIONALLY OMITTED

## 7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

### 7.1 CONTRACTOR PROJECT MANAGER

7.1.1 The Contractor Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this

Agreement and shall coordinate with the County Project Manager on a regular basis.

**7.2 INTENTIONALLY OMITTED**

**7.3 INTENTIONALLY OMITTED**

**7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 At any time prior to or during the term of this Agreement, the County may require that Contractor's staff who are in positions having direct or indirect access to funds under this Agreement undergo and pass, to the satisfaction of County, a background investigation, which may include, but not be limited to Live Scan fingerprinting, as a condition of beginning and continuing to work under this Agreement. County will use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on this Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

### 7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

7.5.2 INTENTIONALLY OMITTED

7.5.3 INTENTIONALLY OMITTED

7.5.4 Contractor shall sign and adhere to the provisions of the *Exhibit G - Contractor Acknowledgement and Confidentiality Agreement.*

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 AMENDMENTS

8.1.1 Except as set forth in sub-paragraph 8.1.3, for any change which affects the scope of work, term, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and the County Board of Supervisors.

8.1.2 INTENTIONALLY OMITTED

8.1.3 The Chief Executive Officer or his/her designee and Contractor may execute Change Notices for changes to the following sections of the Agreement, without further action by the County Board of Supervisors:

(a) Section 2.2 – Application Fee,

(b) *Exhibit A – Statement of Work*, Paragraphs 1E and 1J.

(c) *Exhibit E – County's Administration*,

(d) *Exhibit F – Contractor's Administration*,

(e) *Exhibit Q – Agreement Discrepancy Report,*

*(f) Exhibit R – Approval of County Departments, and*

*(g)Exhibit V – Filmmaker's Code of Professional Responsibility.*

**8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. In addition, in the event Contractor seeks to change its non-profit status, such a change in status shall require the prior written consent of County in accordance with the applicable

provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, or any change in Contractor's non-profit status, without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**8.3 AUTHORIZATION WARRANTY**

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

**8.4 INTENTIONALLY OMITTED**

**8.5 COMPLAINTS**

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints as set forth in *Exhibit X - Complaints/Remarks Process – County of Los Angeles.*

*8.5.2* The Contractor shall investigate all complaints and submit a report to the County Project Manager on a quarterly basis, summarizing all complaints and the statuses of the complaint investigations.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief,

or make any admission, in each case, on behalf of County without County's prior written approval.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification.*

**8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

**8.8.1 Jury Service Program:**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Agreement.

**8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five Business Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Business Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed

in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement.

8.9.2 The Contractor shall comply with all County conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### 8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### 8.12.3 Non-responsible Contractor

The County may debar the Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Chief Executive Officer will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Chief Executive Officer shall be provided an

opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request

is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 SAFELY SURRENDERED BABY LAW**

**8.13.1 Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the

County's policy to require all County contractors to post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

**8.13.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14.3 Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraphs 8.14.1 and 8.14.2 above shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) Days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. For avoidance of doubt, "agents," as that term is used in this sub-paragraph 8.16.1, shall not include "Permittees." Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) Days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

**8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they

currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

**8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**8.19 INTENTIONALLY OMITTED**

**8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must

be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for 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 meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed,

to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising

from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement. However, Contractor shall not be obligated to indemnify for liability arising from the County's active negligence.

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain

complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office
Community Municipal Services
500 West Temple Street, Room 723
Los Angeles, CA 90012

Attention: Robert Moran, Project Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

As between the Contractor and County, Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal and Advertising Injury: | $1 million |
| Each Occurrence: | $1 million |

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage

equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

**Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than $ 25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

**8.26 INTENTIONALLY OMITTED**

**8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under substantially similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately applied to this Agreement.

**8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.28.6 The Contractor shall allow County representatives reasonable access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

**8.29 NON EXCLUSIVITY**

Nothing herein shall serve to prevent the County from entering into contracts directly with permit applicants for filming/still photography in any unincorporated areas of the County or on County owned or leased property.

**8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement, using *Exhibit Q – Agreement Discrepancy Report.* If the County Project Manager is not able to resolve the dispute, the Chief Executive Officer or his designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 INTENTIONALLY OMITTED**

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E -*

*County's Administration and F - Contractor's Administration.* Addresses may be changed by either party giving ten (10) Business Days' prior written notice thereof to the other party. The Chief Executive Officer or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents and/or data submitted by the Contractor and all documents and/or data obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Agreement become the exclusive property of the County. All such documents and/or data become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**8.37 PUBLICITY**

8.37.1 The Contractor may create publicity materials relating to this Agreement on the condition that all such materials are developed **in a professional manner**. However, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Manager. The County will not unreasonably withhold written consent.

**8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall, during normal business hours (Monday through Friday between 8:00 a.m. and 5:00 p.m.), unless otherwise mutually agreed by Contractor and County, have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or

other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, as well as any other records pertaining to the receipt, disbursement, uses or sources of funds by the Contractor, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, the Contractor may retrieve such information to its offices in Los Angeles County within two (2) Business Days, or the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) Days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

**8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

**8.40 SUBCONTRACTING**

8.40.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 INTENTIONALLY OMITTED

8.40.6 The County Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the County Project Manager before any Subcontractor employee may perform any work hereunder.

**8.41 INTENTIONALLY OMITTED**

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by either party, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the other party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than one hundred twenty (120) Days after the notice is sent.

8.42.2 In the event that County terminates this Agreement for convenience, after receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall

not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

**8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the reasonable judgment of County Project Manager:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement and Contractor fails to demonstrate convincing progress toward a cure within ten (10) Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as reasonably determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to

perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be

deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor, any Subcontractor, or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

**8.47 INTENTIONALLY OMITTED**

**8.48 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 9.0 UNIQUE TERMS AND CONDITIONS

**9.1 INTENTIONALLY OMITTED**

**9.2 INTENTIONALLY OMITTED**

**9.3 INTENTIONALLY OMITTED**

**9.4 INTENTIONALLY OMITTED**

**9.5 INTENTIONALLY OMITTED**

## 9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the *Exhibit O - Charitable Contributions Certification*, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## 9.7 INTENTIONALLY OMITTED

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: FILM L.A., INC.

By _____ 19 AUG. 2009
Paul Audley, President

COUNTY OF LOS ANGELES

By_____
Don Knabe
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Robert E. Kalunian, Jr.
Acting County Counsel

By_____
Richard Bloom
Principal Deputy County Counsel

Exhibit A

**Statement of Work**

Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as follows:

1. Coordinate and process film/still photography permits and fees for on-location motion picture, television, and commercial production events in the unincorporated areas of the County of Los Angeles and on County owned or leased property, as follows:
   A. Contractor shall provide a centralized, one-stop resource for location production permits.
   B. Contractor shall coordinate the processing of film/still photography permits including contacting and obtaining approvals from all applicable County departments, as set forth in *Exhibit R -- Approvals of County Departments.*
   C. Contractor shall collect all applicable (i) Use Fees and (ii) Other Fees, as set forth in *Exhibit S -- Other Fees*, which Use Fees and Other Fees are charged by and due to the County in connection with filming/still photography activities. Contractor shall disburse such Use Fees and Other Fees to the Executive Office of the County Board of Supervisors, as follows:

      Celia Zavala
      Chief, Fiscal Services
      County of Los Angeles
      Executive Office of the Board of Supervisors
      Kenneth Hahn Hall of Administration Room 383
      Los Angeles, CA 90012
      (213) 974-9700
      czavala@bos.lacounty.gov

      Contractor shall disburse on a once-a-month basis for subsequent payment to the appropriate County departments. Contractor shall include with remittance a report identifying specific amounts due to

specific County departments. Contractor shall not waive or reduce Use Fees or Other Fees due to the County, without Board of Supervisors approval, except for: Los Angeles City and County agencies (with respect to all fees other than road use fees); other government agencies and not-for-profit organizations qualified under Internal Revenue Code § 501(c) (appropriate documentation, including IRS exemption number required); students of recognized educational institutions (full-time enrollment verification required); members of the press; and cable television public access users. County may increase Use Fees and Other Fees by providing ten (10) Business Days' prior notice thereof to Contractor.

D. Upon the first encounter with a permit applicant, Contractor shall notify the permit applicant of any Special Conditions which apply to the area(s) in which the permit applicant seeks to film/ photograph. Special Conditions refer to filming/still photography guidelines in designated filming/still photography areas (for example, **http//www.filmla.com/special_conditions.php**) established by Contractor, law enforcement and/or city or County officials to mitigate the concerns of local residents and to provide for a balanced use of street and filming/still photography properties.

E. Contractor shall refer permit applicant to County departments to discuss: (i) Service Fees which County department(s) may charge for County staff time and other incidental costs to perform services relating to film/still photography shoot; and (ii) additional permit fees which County departments may collect. Service Fees may include, but not be limited to, a clean-up and repair deposit. Service Fees vary by department and type of service, and are payable directly to the County department(s).

F. For performance of the services required hereunder, Contractor shall charge Permittee Permit Application Fees and may retain such Permit Application Fees for its operating expenses. Contractor shall at all

times maintain a cash balance equal to at least twice the average monthly amounts of Use Fees and Other Fees paid by Contractor to the County during the prior fiscal year, which amounts Contractor shall not use to cover its operating expenses.

G. Contractor shall charge Permit Application Fees which do not exceed the following rates:

| | |
|---|---|
| Application Fee | $625 |
| Application Rider Fee | $100 |
| Still Photography Registration Fee (Annual) | $100 |
| Still Photography Permit Fee (Daily) | $ 60 |
| Still Photography Permit Rider Fee | $ 20 |

Notification Fee $155 for each film shoot location
$100 for each still photography shoot location

Monitor Fee -- hourly rate as follows:

$ 30 per hour for hours 1-8
$ 45 per hour for hours 9-12
$ 60 per hour over 12 hours

H. Contractor shall apply all Permit Application Fees equally to all applicants, except for students of recognized educational institutions (full-time enrollment verification required) who may be charged reduced Permit Application Fees. No other criteria shall be established which allow applicants to be charged different rates. The Notification Fee may be higher if filming/still photography involves high impact activities such as blank gunfire, explosion effects, helicopter, etc., but in no event shall the Notification Fee exceed $450 for each film shoot and $300 for each still photography shoot. The level of monitoring depends on filming/still photography location and activity.

I. Upon the written request of the Contractor, the County Project Manager, in his/her sole discretion, shall have the authority to annually adjust the Permit Application Fees based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer

Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the County Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. When an adjustment in the Permit Application Fees is made, a minimum of fourteen (14) calendar days notice must be provided by the Contractor to the entertainment industry before the new fees are charged. Notwithstanding the above, Contractor shall be permitted to adjust the Permit Application fees above the CPI level, if Contractor obtains approval from the County Board of Supervisors.

J. Prior to the issuance of any permit, Contractor shall require that the permit applicant (or, where a permit applicant is a permit service, the entity on whose behalf the permit service is seeking the permit) provides and maintains the following programs of insurance:

- Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), with limits of not less than $1,000,000, naming the County of Los Angeles and its agents as an additional insured, as follows:

  "Additional Insured" endorsement: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "County and its Agents") shall be provided additional insured status under the permit applicant's (or, as applicable, the entity on whose behalf the permit applicant is seeking the permit) General Liability policy with respect to liability arising out of the permit applicant's (or, as applicable, the entity on whose behalf the permit applicant is seeking the permit) ongoing and completed operations.

- Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1,000,000 per accident.

- Automobile Liability insurance, as follows:

    a. Where permit applicant (or, as applicable, the entity on whose behalf the permit applicant is seeking the permit), and/or any of its representatives, agents and employees, will use his/her own car(s) in the performance of the film/still photography activities, insurance which meets or exceeds the California State minimum requirement as set forth in California Insurance Code section 16056 (currently $15,000/$30,000).

    b. Where permit applicant (or, as applicable, the entity on whose behalf the permit applicant is seeking the permit), and/or any of its representatives, agents and employees, will use, in the performance of the film/still photography activities, a vehicle(s) driven by an operator who must maintain a California commercial drivers license (CDL), or a Class A or B license, a license with a special endorsement, or a special certificate, per federal or State law (i.e., anything other than the California non-commercial Class C license aka the Basic Class C), insurance with limits of not less than $1,000,000 per accident.

Contractor shall obtain from the permit applicant (or, as applicable, the entity on whose behalf the permit applicant is seeking the permit) a certificate of insurance confirming that the above insurance is in effect and will remain in effect at all times during which filming or still photography, pursuant to the issued permit, will occur. Each certificate must include a thirty (30) day notice of cancellation provision (ten (10) days for non-payment of premium.)

K. Prior to the issuance of any permit, Contractor shall obtain the approvals of the applicable County departments, as set forth in *Exhibit*

*R – Approvals of County Departments.* Contractor shall obtain such approvals by utilizing a web-based system which fully documents the approvals obtained and which includes and maintains continuous electronic documentation retention functionality.

L. Contractor shall require that all Permittees (or their authorized representatives) fully execute *Exhibit U – General Terms, Conditions and Restrictions for Film Permit,* and Contractor shall attach to all permits the fully executed *Exhibit U – General Terms, Conditions and Restrictions for Film Permit, Exhibit V – Filmmakers' Code of Professional Responsibility*, any applicable Special Conditions, and all special requirements of any County Board of Supervisors office and/or County departments.

2. Coordinate the issuance of film/still photography permits in a manner that balances the needs of, and attempts to mitigate the impact of productions on, area neighborhoods and merchant districts, as follows:
   A. Contractor shall ensure advance notification of filming/still photography activities, pursuant to *Exhibit W – Film LA Notification Program – County of Los Angeles.*
   B. Contractor shall operate a 24-hour, 7-day per week hotline to respond to community concerns.
   C. Contractor shall maintain and operate procedures to investigate and track complaints, and provide a process for complaint resolution, as set forth in Paragraph 8.5 of this Agreement and *Exhibit X – Complaints/Remarks Process – County of Los Angeles.*
   D. Contractor shall assign FilmL.A. monitors as needed to ensure permit compliance, assist in solving production-related problems, and mediate disputes, pursuant to *Exhibit Y – Field Services Monitoring – County of Los Angeles.*
   E. For Special Conditions areas, Contractor shall ensure the applicable Special Conditions are included in all permit applications and permits which are issued.

F. Contractor shall develop and implement community outreach programs for residential and commercial districts on a proactive basis.

3. Provide the County Project Manager reports on a quarterly basis reflecting filming/still photography activity in the County, as follows:
   A. Contractor shall compile and report production-related data, including but not limited to: types and number of permits and quarterly production days.
   B. Contractor shall compile and report all complaints and the statuses of complaint investigations as set forth in paragraph 8.5 of this Agreement and *Exhibit X – Complaints/Remarks Process – County of Los Angeles.*
4. Market and promote the County to the entertainment industry, as follows:
   A. Contractor shall provide technical assistance and resources to individuals or organizations submitting permit applications or otherwise desiring to conduct a motion picture, television, or photography business in the County.
   B. Contractor shall cooperate with other governmental agencies seeking to promote the development of the film industry in the County.
   C. Contractor shall regularly solicit input from community members and consult with filmmakers, elected officials, and authorities from County departments prior to the issuance of permits.

Exhibit B, C

**INTENTIONALLY OMITTED**

Exhibit D

# CONTRACTOR'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

| | | | |
|---|---|---|---|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes☐ | No☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

Exhibit E

## COUNTY'S ADMINISTRATION

**CONTRACT NO.** _____

**COUNTY PROJECT MANAGER:**

**Name:** Robert Moran

**Title:** Principal Analyst

**Address:** County of Los Angeles
Chief Executive Office
500 West Temple Street, 7th Floor
Los Angeles, CA 90012

**Telephone:** (213) 974-1130

**Facsimile:**

**E-Mail Address:** rmoran@ceo.lacounty.gov

Exhibit F

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** _____

**CONTRACT NO:** _____

**CONTRACTOR PROJECT MANAGER:**

**Name:** _____
**Title:** _____
**Address:** _____
**Telephone:** _____
**Facsimile:** _____
**E-Mail Address:** _____

**CONTRACTOR AUTHORIZED OFFICIAL:**

**Name:** _____
**Title:** _____
**Address:** _____
**Telephone:** _____
**Facsimile:** _____
**E-Mail Address:** _____

**Notices to Contractor shall be sent to the following:**

**Name:** _____
**Title:** _____
**Address:** _____
**Telephone:** _____
**Facsimile:** _____
**E-Mail Address:** _____

Exhibit G

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Exhibit H

**Title 2 ADMINISTRATION**
**Chapter 2.203.010 through 2.203.090**
**CONTRACTOR EMPLOYEE JURY SERVICE**

## 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five Business Days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

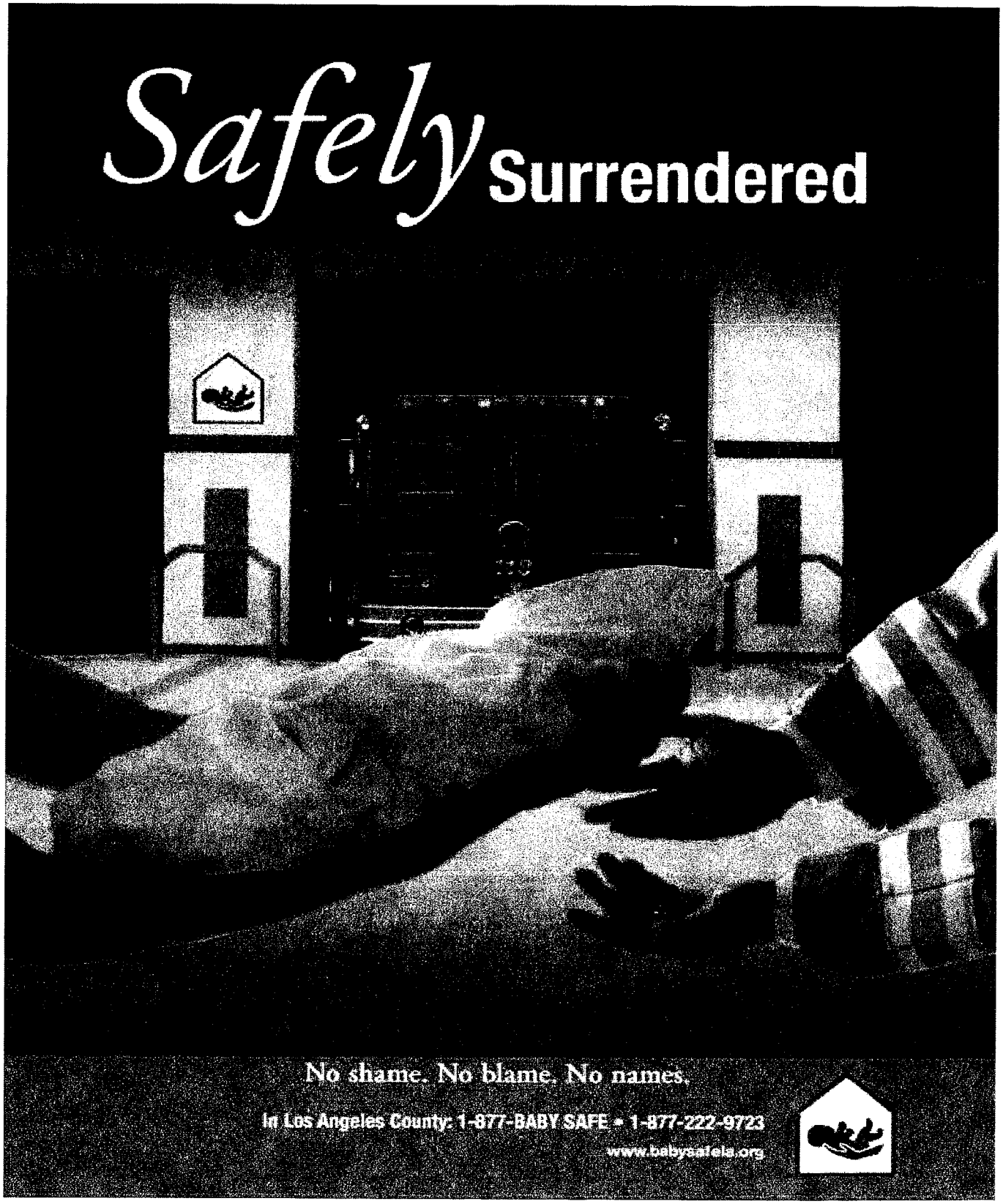
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit I


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to care for and surrender a baby, as long as the baby is three days (72 hours) of age or younger and has not been abused or neglected. The baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

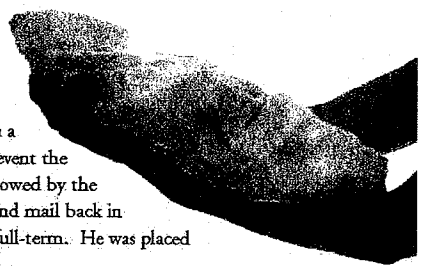
### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

## *A baby's story*



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Exhibit J, K, L, M, N

**INTENTIONALLY OMITTED**

Exhibit O

# CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____
Signature Date

_____
Name and Title of Signer (please print)

Exhibit P

**INTENTIONALLY OMITTED**

Exhibit Q

# AGREEMENT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:** **Prepared:** _____

**Returned by Contractor:** _____

**Action Completed:** _____

**DISCREPANCY PROBLEMS:**_____

_____ _____

Signature of County Representative Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

_____

_____ _____

Signature of Contractor Representative Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

_____

_____ _____

Signature of County Representative Date

**COUNTY ACTIONS:**

_____

**CONTRACTOR NOTIFIED OF ACTION:**

_____

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

Exhibit R

# Approvals of County Departments

| Department | Permits Requiring Approval |
|---|---|
| Los Angeles County Fire Department | All Permits |
| Los Angeles County Department of Beaches and Harbors | Permits for filming/still photography at County beaches, harbors and all other areas over which Los Angeles County Department of Beaches and Harbors has jurisdiction |
| Los Angeles County Department of Public Works | Permits for filming/still photography on County roads and all other areas over which Los Angeles County Department of Public Works Flood Control has jurisdiction (e.g., Los Angeles River, dams, river beds) |
| Los Angeles Department of Parks and Recreation | Permits for filming/still photography on County parks, recreational areas, and all other areas over which Los Angeles County Department of Parks and Recreation has jurisdiction |
| Los Angeles County Sheriff's Department | Permits for filming/still photography at all areas over which Los Angeles County Sheriff's Department has jurisdiction |

Exhibit S

# OTHER FEES

Los Angeles County Fire Review Fee

Los Angeles County Road Inspection Fee

Los Angeles County Road Application Fee

Exhibit T

**INTENTIONALLY OMITTED**

EXHIBIT U

## GENERAL TERMS, CONDITIONS AND RESTRICTIONS FOR FILM PERMIT

1. AUTHORITY – This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT - This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS – Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS - Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, including standards of care in carrying out the activities that are the subject of this permit (the "Permit Activities"). Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE - This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance, workers' compensation insurance and employers' liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION – Permittee (and/or its Insurer) shall defend the Permit Authority, FilmL.A, and their respective elective officials, directors, officers, agents, employees and volunteers (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened,

pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit, and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings.

7. CONSIDERATION

(A) For County of Los Angeles Permit Applications: Before a permit (or Rider) shall be issued, permittee shall pay to FilmL.A. the applicable Permit Application Fees, as well as all applicable Use Fees and Other Fees of the Permit Authority (or any of its departments) in connection with such permit (or Rider). In addition, permittee shall pay to the Permit Authority (or any of its departments) all applicable Service Fees.(i.e., additional fees charged by the Permit Authority, or any of its departments, for Permit Authority staff time and other incidental costs to perform services relating to a film/still photography shoot, including a clean-up and repair deposit) in connection with such permit (or Rider).

(B) For other jurisdictions: [Film LA to insert language for other jurisdictions.]

8. AUTHORITY TO REVOKE/CANCEL – In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel, or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the effect of any provision herein, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the terms of the attached "Filmmakers' Code of Professional Responsibility" and the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without the express permission the owner, the Permit Authority, police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing,

trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY – Neither FilmL.A. nor the Permit Authority, including any of its elected officials, directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefits this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY – (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to the done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in condition number 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designed representative), be immediately revoked, and neither FilmL.A. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive.

Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

Permittee further agrees to comply with (i) any special conditions established by law enforcement and/or the Permit Authority to mitigate the concerns of local residents in the area where the Permit Activities are to take place; and (ii) any additional requirements of the Permit Authority (or any of its departments).

Permittee hereby accepts this permit and agrees to abide by all the terms and conditions herein.

| PERMITTEE: | Address of permittee: |
| --- | --- |
| _____ | _____ |
| COMPANY | |
| By_____ | _____ |
| who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit | |

Exhibit V

## FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

**1**

The Filmmakers' Code Professional Responsibility will be attached to every permit, and must be shown to any member of the public who asks.

**2**

Production companies arriving on location in or near a residential neighborhood should enter the area no earlier than the time stipulated on the permit, and park one by one, turning engines off as soon as possible. Cast and crew must observe designated parking areas

**3**

When production passes that identify employees are issued, every crew member must wear the pass while at the location.

**4**

Moving or towing vehicles is prohibited without the express permission of the municipal jurisdiction or the vehicle owner.

**5**

Production vehicles may not block driveways without the express permission of the municipal jurisdiction or the driveway owner.

**6**

Meals must be confined to the area designated in the location agreement or permit. Individuals must eat within the designated meal area. All trash must be disposed of properly upon completion of the meal.

**7**

Removing trimming and or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and the property owner.

**11**

Noise levels should be kept as low as possible. Generators and other noisemaking equipment should be placed as far as practical from residential buildings. Do not let engines run unnecessarily.

**12**

All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

**13**

Crew members must not display signs, posters or pictures that do not reflect common sense and good taste.

**14**

Cast and crew are to remain on or near the area that has been permitted. Do not trespass onto a neighboring resident's or merchant's property.

**15**

Cast and crew must not bring guests or pets to the location, unless expressly authorized in advance by the production company.

**16**

Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

**17**

Cast and crew must refrain from using lewd or offensive language within earshot of the general public.

**8**

All catering, craft service, construction, strike and personal trash must be removed from the location.

**9**

All signs erected or removed for filming purposes must be removed or replaced upon completion of the use of the location, unless stipulated otherwise by the location agreement or the permit.

**10**

When departing the location, all signs posted to direct the company to the location must be removed.

**21**

Production company and its cast and crew must comply with all applicable laws, regulations and ordinances

**18**

Cast and crew vehicles parked on public streets must adhere to all legal requirements unless authorized by the film permit.

**19**

Parking is prohibited on both sides of public streets unless specifically authorized by the film permit.

**20**

The company must comply with the permit at all times.

Exhibit W

## FILM LA NOTIFICATION PROGRAM – COUNTY OF LOS ANGELES

*Upon the written request of Contractor, the County Board of Supervisors shall have the authority, in its sole discretion, to modify this Exhibit W – Film LA Notification Program – County of Los Angeles, pursuant to sub-paragraph 8.1.1 of the Agreement..*

Contractor shall create a radius map ("Map") for notice distribution to all residential and commercial buildings within 500 feet of each filming/still photography shoot location and 500 feet of production related parking to the surrounding area. A Map radius shall be increased depending on the size of cast, crew and filming/still photography activities, or in consultation with County staff regarding sensitive filming areas.

Contractor shall distribute the Notices of Filming, at least 24 hours prior to commencement of filming/still photography, and shall identify the dates and time of all filming/still photography activities. Notice shall be provided in a manner most likely to reach the resident, business, or other entity.

When the posting of 24 hour advance notice is not feasible, or Contractor determines that the impact of filming is so minimal as to allow a lesser period of notification, Contractor shall contact the County Board of Supervisors' office in whose district filming/still photography is being considered and, if and as approved by the County Board of Supervisors' office, shall provide agreed-upon notification.

Exhibit X

## COMPLAINTS/REMARKS PROCESS – COUNTY OF LOS ANGELES

*Upon the written request of Contractor, the County Board of Supervisors shall have the authority, in its sole discretion, to modify this Exhibit X – Complaints/Remarks Process – County of Los Angeles, pursuant to sub-paragraph 8.1.1 of the Agreement.*

Contractor shall maintain a protocol for responding to remarks/complaints/inquiries about film production/still photography activity. The protocol is intended to improve the level of residential or business ("constituent") satisfaction by developing and continuously improving a system of complaints/remarks documentation with the use of an electronic complaints/remarks database and with the implementation of a more effective complaint monitoring, tracking, follow-up and reporting process.

While recognizing the varying complexity of issues and the availability of government staff during non-business hours, in general, Contractor staff shall respond to a complaint within two (2) hours of receiving contact from a constituent and shall attempt to reach a resolution within twenty-four (24) hours.

The FilmL.A. Manager of Permit Operations, FilmL.A. Director of Production Planning and/ or FilmL.A. Director of Community Relations shall routinely monitor the status of the complaints/remarks/inquiries process.

Contractor shall submit a report to the County Project Manager on a quarterly basis, summarizing all complaints and the status of the complaint investigations, including but not limited to, complaints regarding monitoring.

Contractor shall address and attempt to fully resolve the following types of complaints/inquiries:

1. Inquiries about proposed activity noted on the Notice of Filming specific to a permit that has been processed by a Production Coordinator, including proposed street parking/posting, over-all filming/still photography activity or scenes.

2. Questions about a community survey received by the constituent.

3. Issues and conflicts that the constituent anticipates will arise on the proposed film/still photography date or start of filming/still photography preparation activities.

***Examples:***

- conflict with a scheduled event
- impact on business
- impact on the constituent's normal daily routine that may include access to their home or business, traffic congestion, lack of parking, etc.
- concerns on exceptional activities: gunfire, pyrotechnics, helicopter activity
- addressing unexpected incidents on set: damages on private property, city sidewalks/streets, trees, power poles, etc.
- complaints on film/still photography crew behavior

4. Calls from the County Board of Supervisors offices, City of Los Angeles Mayor's office or City of Los Angeles City Council offices for information, such as the process for obtaining a permit, general rules and guidelines, protocol on community survey and requests for frequency report.

5. General Information/inquiries from constituents about the permit process, the production company's responsibilities under *Exhibit V -- Filmmakers' Code of Professional Responsibility*, and/or other issues that may arise at a particular location based on past productions in the area that may have triggered problems/issues at that location.

6. Constituent inquiries on proposed filming/still photography activities in the community when a permit has not been processed by a Production Coordinator (e.g., the production company has approached the community to conduct a survey prior to obtaining a permit or the production company location manager has been in communication with the businesses/residents to prepare them for the proposed activity, usually concerning exceptional activities like gunfire, helicopter use, pyrotechnics and/or late night filming/still photography).

Exhibit Y

## FIELD SERVICES MONITORING – COUNTY OF LOS ANGELES

*Upon the written request of Contractor, the County Board of Supervisors shall have the authority, in its sole discretion, to modify this Exhibit Y – Field Services Monitoring – County of Los Angeles, pursuant to sub-paragraph 8.1.1 of the Agreement.*

County shall have the right, but not the obligation, to require the assignment of monitors. In those cases where the County does not require the assignment of monitors, Contractor shall have the discretion to assign monitors. Monitors shall provide on-site observation and monitoring and ensure permit compliance by still photography and film production companies. Contractor's decision whether or not to assign monitors to a specific permit location shall be determined by a number of factors including, but not limited to: Contractor's experience, type of activity, history of neighborhood complaints, and request by the film production company.

Records and reports of complaints regarding monitoring shall be filed by the Monitor within 3 days of the conclusion of filming/still photography, and such reports shall be included in the quarterly complaints reports submitted to the County Project Manager, as described in *Exhibit X – Complaints/Remarks Process – County of Los Angeles.*

Film L.A. Agreement
Exceptions to Board Mandated Provisions

| Paragraph Number | Paragraph Name | Type of Exception | Reason for Exception |
|---|---|---|---|
| 4.0 | Term of Contract | Modified | At Film L.A.'s request, the provision was modified to require Film L.A. to notify the County when it is within twelve (12) months from expiration of the term. The standard provision requires (6) six months notification from expiration of the term. |
| 5.3 | Agreement Sum | Deleted | The provision that requires a contractor to notify the County when it has received 75 percent of the total contract amount was deleted, because the County does not compensate Film L.A. |
| 5.4 | Agreement Sum | Deleted | The provision which requires that no payment for services shall be provided following the expiration or termination of the agreement was deleted, because the County does not compensate Film L.A. |
| 5.7.7 | Local Small Business Enterprises Prompt Payment Program | Deleted | The provision was deleted because the County does not compensate Film L.A. |
| 7.5 | Confidentiality | Modified | The provision continues to require Film L.A. to maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality. As part of the negotiation, the clause, "including without limitation, County polices concerning information technology security and the protection of confidential records and information" was removed from the sentence, as this contract is not an information technology agreement. |
| 7.5.2 | Confidentiality | Deleted | The provision that generally requires Film L.A. to indemnify the County for all claims related to any failure by Film L.A. to comply with Section 7.5 (Confidentiality) of this agreement was deleted, as part of the negotiation. Due to the nature of the services provided by Film L.A., there is minimal, if any, exposure to the County for Film L.A.'s failure to comply with any confidentiality laws. To the extent there is any exposure, it would be covered by the general Compliance with Applicable laws provision, which requires Film L.A. to comply with all applicable federal, state, and local laws and regulations and to indemnify and defend the County for failure to comply with such laws and regulations. |

| Paragraph Number | Paragraph Name | Type of Exception | Reason for Exception |
|---|---|---|---|
| 7.5.3 | Confidentiality | Deleted | While Film L.A. agrees to maintain the confidentiality of all records and information in accordance with all applicable laws, in accordance with Section 7.5 (Confidentiality), the provision that requires Film L.A. to inform all its officers, employees, agents, and subcontractors of the confidentiality provision of this agreement, was deleted, as part of the negotiation. Section 7.5.4 (Confidentiality) of the agreement continues to require Film L.A. to sign Exhibit G (Contractor Acknowledgement and Confidentiality Agreement) and to report any confidentiality violations by Film L.A. or its staff. |
| 8.2.1 | Assignment and Delegation | Added | In addition to the standard Assignment and Delegation language, a provision was added requiring Film L.A. to obtain prior written consent of the County in the event Film L.A. seeks to change its non-profit status. |
| 8.4 | Deleted | Budget Reductions | The provision that indicates continuance of contract is subject to funding being including in the County annual budget was deleted because the County does not compensate Film L.A. |
| 8.23 | Indemnification | Added | In addition to the standard Indemnification language, at Film LA's request, a provision was added to clarify that Film L.A. shall not be obligated to indemnify the County for liability arising from the County's active negligence. The language was approved by the CEO Office of Risk Management and acknowledges that Film L.A. has no liability for County negligence. |
| 8.24 | General Provisions for All Insurance Coverage | Modified | The provision was modified to further clarify that between Film L.A. and the County, Film L.A.'s insurance shall be primary with respect to any claims related to the agreement. The language was approved by the CEO Office of Risk Management. |

Film L.A. Agreement
Exceptions to Other Applicable Provision

| Paragraph Number | Paragraph Name | Type of Exception | Reason For Exception |
|---|---|---|---|
| 7.4 | Background and Security Investigation | Modified | In addition to the standard Background and Security Investigation language, in keeping with the 1998 Resolution of the Board, the provision was modified to specify that the County may require Film L.A. staff, who are considered in sensitive positions due to their direct or indirect access to County funds under this agreement, to undergo and pass, to the satisfaction of the County, a background investigation, which may include, but not be limited to, Live Scan fingerprinting, as a condition of beginning and continuing to work under this agreement. |
| 8.1 | Amendments | Modified | The provision requires that an amendment be prepared and executed by the Board of Supervisors and Film L.A. for any change which affects the scope of work, term, payments, or any term or condition included under the agreement, except that the Chief Executive Officer, or his designee, and Film L.A. may execute Change Notices for changes to the following sections of the agreement, without further action by the County Board of Supervisors:<br><br>(a) Section 2.2 – Application Fee<br><br>As currently defined, Application Fee is a fee charged by Film L.A. to Permittee to obtain a film permit for filming a motion picture at up to ten (10) locations for up to two (2) weeks. In the event Film L.A. seeks to change the number of locations and time frame for a film permit, the CEO will have the authority to execute a Change Notice with Film L.A. to modify the definition of Application Fee.<br><br>(b) Exhibit A – Statement of Work<br><br>Paragraph 1E - County Services Fees<br><br>As currently written, Film L.A. shall refer permit applicant to County departments to discuss Service Fees and/or additional permit fees. Currently, County Service Fees are paid directly to the appropriate County department. If one or more applicable County department(s) desire(s) to have Film L.A. collect its Service Fees, the CEO will have the authority to execute a Change Notice with Film L.A. to modify the agreement to allow this change. |

| Paragraph Number | Paragraph Name | Type of Exception | Reason For Exception |
|---|---|---|---|
| | | | Paragraph 1J - Permit Applicant Insurance Requirements<br><br>As currently written, prior to the issuance of any permit, Film L.A. shall require that the permit applicant provides and maintains certain insurance programs and limits. The CEO will have the authority to execute a Change Notice with Film L.A. to modify this section to keep current with the CEO Office of Risk Management insurance requirements.<br><br>(c) Exhibit E – County's Administration<br><br>The CEO will have the authority to execute a Change Notice with Film L.A. to make changes to Exhibit E, which designates County's agreement administrator.<br><br>(d) Exhibit F – Contractor's Administration<br><br>The CEO will have the authority to execute a Change Notice with Film L.A. to make changes to Exhibit F, which designates Film L.A.'s agreement administrator.<br><br>(e) Exhibit Q – Agreement Discrepancy Report<br><br>The CEO will have the authority to execute a Change Notice with Film L.A. to make formatting changes to Exhibit Q, which documents the cause and corrective actions in the event of an agreement discrepancy between County and Film L.A.<br><br>(f) Exhibit R – Approval of County Departments<br><br>The CEO will have the authority to execute a Change Notice with Film L.A. to make changes to Exhibit R, to add County departments which may need to approve permits.<br><br>(g) Exhibit V – Filmmaker's Code of Professional Responsibility.<br><br>The CEO will have the authority to execute a Change Notice with Film L.A. to make changes to Exhibit V, to keep current with the film industry's professional responsibility standards. |

| Paragraph Number | Paragraph Name | Type of Exception | Reason For Exception |
|---|---|---|---|
| 8.9.1 | Conflict of Interest | Modified | The provision remains, with the exception of the sentence which generally prohibits an officer or employer of a contractor who may financially benefit from the performance of work described in a County contract from participating in the County's approval or evaluation of such work. This sentence was deleted. The agreement requires Film L.A. to regularly solicit input from community members and consult with filmmakers, elected officials, and authorities from County departments, prior to the issuance of permits, in an effort to market and promote the County to the entertainment industry and improve the permitting process. As such, Film L.A. is required to continually participate in the evaluation of the services it provides in an effort to streamline the film permitting process. This deletion was approved by County Counsel. |
| 8.19 | Fair Labor Standards | Deleted | The provision was deleted, as the contractual relationship established between the County and Film L.A. is not one whereby the County exercises joint control over any of Film L.A.'s employees, and there is thereby minimal, if any, exposure to the County as a joint employer. To the extent there is any exposure, it would be covered by the general Compliance with Applicable Laws provision, which requires Film L.A. to comply with all applicable federal, state, and local laws and regulations and to indemnify and defend the County for failure to comply with such laws and regulations. This deletion was approved by County Counsel. |
| 8.26 | Liquidated Damages | Deleted | The provision which generally allows the County the right to withhold payment if a County contractor is noncompliant, and to withhold payment or assess liquidated damages if there are uncorrected deficiencies, was deleted. The County does not compensate Film L.A. and, in negotiations with Film L.A., the CEO determined that it was not necessary to otherwise assess liquidated damages. |
| 8.27 | Most Favored Public Entity | Modified | The provision was slightly reworded to allow Film L.A. to set fees that are competitive in the marketplace. |
| 8.29 | Non-Exclusivity | Modified | The standard Non-Exclusivity provision, which permits the County to acquire similar services from other entities, was deleted, because Film L.A. is the County's sole source provider; however, the County will have the authority to enter into contracts directly with permit applicants for filming/still photography in any unincorporated areas of the County or on County owned or leased property. |

| Paragraph Number | Paragraph Name | Type of Exception | Reason For Exception |
|---|---|---|---|
| 8.38 | Records Retention | Modified | In addition to the standard Records Retention language, the provision allows the County to have access to and the right to examine, audit, excerpt, copy or transcribe material, including, but not limited to, financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, as well as any other records pertaining to the receipt, disbursement, uses or sources of funds by Film L.A. In the event such material is located outside of Los Angeles County, this provision allows Film L.A. to retrieve such information to its offices in Los Angeles within two (2) business days, or pay the County for travel per diem to examine, audit, excerpt, copy or transcribe the material at such other location. These modifications were approved by the County Auditor-Controller's Office. |
| 8.42 | Termination for Convenience | Modified | The provision was modified to allow for mutual termination for convenience, with notice to be given within one hundred twenty (120) days. |
| 8.43 | Termination for Default | Modified | The provision was modified to include a notice and cure period of ten (10) days, or such longer period if the County authorizes in writing. In addition, the County Project Manager must use reasonable judgment prior to terminating the agreement for default, and in determining any excess costs for which Film L.A. may be liable should the County procure services similar to those so terminated. |

# SOLE SOURCE CHECKLIST

**Film L.A. Agreement for**
**Film and Still Photography Permitting Services**

| Check (√) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS<br>Identify applicable justification and provide documentation for each checked item. |
|---|---|
| √ | ➢ Only one bona fide source for the service exists; performance and price competition are not available. |
| | ➢ Quick action is required (emergency situation). |
| | ➢ Proposals have been solicited, but no satisfactory proposals were received. |
| | ➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. |
| | ➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. |
| √ | ➢ It is most cost-effective to obtain services by exercising an option under an existing contract. |
| √ | ➢ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc. |
| √ | ➢ Other reason. Please explain:<br><br>The CEO was directed by the Board of Supervisors on June 23, 2009 to negotiate a long-term sole source agreement with Film L.A. |

Lari Sheehan
Deputy Chief Executive Officer, CEO

8-19-09
Date