

**APPROVED**  
SEP 22 2015  
BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 15-212

DATE: September 22, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – GREEK THEATRE - AWARD RECOMMENDATION AND CONTRACT FOR OVERSIGHT AND MANAGEMENT OF THE GREEK THEATRE- OPEN VENUE MODEL (CON-M15-001)

R. Barajas \_\_\_\_\_ K. Regan \_\_\_\_\_  
H. Fujita \_\_\_\_\_ N. Williams \_\_\_\_\_  
\*V. Israel \_\_\_\_\_



General Manager

Approved  Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS:**

**That the Board:**

1. Accept and approve the General Manager’s recommendation to award a contract for oversight and management of the Greek Theatre-Open Venue Model to the highest-ranked proposer, SMG, for the Greek Theatre’s 2016 season; and
2. Direct the Board Secretary to transmit the proposed agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to, the City Attorney; and
3. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department lacks sufficient and necessary personnel to undertake these specialized professional services; and
4. Authorize the General Manager or his designee to execute the attached Agreement (Attachment A) in substantial form and to make any necessary technical changes consistent with the Board’s intent in approving the Agreement.

**SUMMARY**

On April 15, 2015, the Board of Recreation and Park Commissioners (Board) approved the Operation and Management of the Greek Theatre as an Open Venue Model under Board Report No. 15-082. That report included discussions on increased revenue potential, financial projections, venue management plan, event management services, community relations, security services, parking and traffic control, venue maintenance, food and beverage concession, sound and monitoring systems, employee retention and sponsorships.

Under the Open Venue Model discussion, it was recommended that the Department of Recreation and Parks (Department) operate the Greek Theatre as an open venue for a minimum of two (2) years to evaluate and analyze projected increased annual revenues. The Board also directed staff to report back no later than November 2016 to review the 2016 Open Venue Model where consideration can be made whether to release a new request for proposals for exclusive operation and maintenance of the Greek Theatre in time for the 2018 season or whether to continue with an Open Venue Model.

Additionally, on April 22, 2015, the City Council (CF 14-1500-S1) directed the Department to report on the working operations of an Open Venue Model, including all related and outstanding issues that may arise in implementing this model. At the April 28, 2015 City Council meeting, the Department reported extensively on many of the items contained in Board Report No. 15-082 with emphasis placed on the Department's direction to procure the services of a venue management firm experienced in operating concert venues similar to the Greek Theatre.

On May 20, 2015, under Board Report No. 15-111, the Board approved the release of the Oversight of the Greek Theatre's Open Venue Model Request for Proposals (RFP) (Attachment B). Thereafter, on July 27, 2015, the Department received proposals from two (2) venue management firms - Global Spectrum L.P. d/b/a Spectra (Spectra) and SMG. Both firms are widely respected and experienced national and international concert venue management operators. The Department conducted a preliminary review of each submission and determined both proposals satisfactorily met the Minimum Acceptable Qualifications and advanced them to Level I review.

Level I review included reviewing each proposer's background and experience in operating similar venues, financial capacity for commitments to the venue and compliance with City contracting requirements. The Department determined both proposers satisfactorily submitted the compliance documents for Level I and advanced both proposals to Level II evaluation.

Level II evaluation entailed an extensive assessment of each proposal's response to the stated RFP objectives. Level II evaluation encompassed a three (3) member Evaluation Panel (Panel) with expertise in concessions and property management and park operations; two members from outside municipal public agencies and one in house employee. Prior to the interviews, the Panel

toured the Greek Theatre to obtain a better understanding of the venue and to assess the conditions of the facility necessary to conduct Level II interviews. The Panel members discussed the two (2) proposals and formulated clarifying questions for both proposers for the proposers' interviews.

The proposers' interviews were conducted on August 6, 2015 in Los Angeles. Each proposer was allotted a 2-hour interview and the discretion to bring up to six (6) representatives to their scheduled interview. At the beginning of each interview, each proposer presented a 15-minute presentation to the panel members. The remaining time was allocated for the panel members to ask clarifying questions of each proposer and to discuss their responses to their RFP submissions.

After both proposers' interviews were concluded, the panel members met to deliberate and complete the Level II evaluation. The Evaluation Panel unanimously ranked SMG as the highest ranked proposer based on several criteria. These findings and recommendations were presented to the General Manager on August 6, 2015, recommending SMG as the successful proposer to receive the award of the management contract for Oversight of the Greek Theatre's Open Venue Model.

## **DISCUSSION**

The RFP was issued to obtain the best proposer to act as the Department's agent in providing oversight of the Greek Theatre's Open Venue Model. The RFP strictly prohibited the successful proposer from promoting concerts at the Greek Theatre to ensure the Open Venue Model would operate as intended with no company having exclusive rights to promote concerts. The RFP was also constructed to be a fee based proposal with limited opportunities for revenue sharing which will be discussed further below.

The following three (3) primary RFP objectives were developed to solicit the most comprehensive proposals to manage the Greek Theatre and to strengthen the Greek Theatre's brand in the outdoor amphitheater marketplace and be used as a means for evaluating each proposal:

### **1. Operational Oversight and Management Plan - Total 50 points**

The RFP contained a list of twenty-eight (28) responsibilities requiring a proposer's response with discussion on how they would best meet or exceed each of the items. See Attachment C for the list of responsibilities. *This item also required each proposer to clearly articulate their community relations plan as it relates to the operational oversight and management plan.*

### **2. Event Services Staffing Plan - Total 30 points**

The RFP instructed each proposer to prepare an example of an event-staffing plan for a sold out concert. The idea was to provide a basis for evaluating the quantity and type of staff needed both inside and outside the venue including the surrounding neighborhood that

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would best support a safe and enjoyable patron experience while protecting quality of life issues in the surrounding neighborhood. Major components of the staffing plan included ushers, ticket takers, security, traffic management, shuttles and neighborhood event staff. *This item also required each proposer to clearly articulate their community relations plan as it relates to the events services staffing plan.*

**3. Sponsorships and Box Seating Sales Plan - Total 20 points**

This area of the RFP was developed to provide an opportunity for limited revenue sharing. The RFP placed the responsibility to manage sponsorships sales, box seats and VIP experience in conformance with Department and City’s sponsorships policies and guidelines. The minimum guaranteed revenue share was set at seventy-five percent (75%) (City share) and twenty-five percent (25%) (Proposer’s Share) on all revenue derived from the sales of sponsorships and box seating. Although the proposers were instructed to submit anticipated sales and revenue share, the RFP required that they submit the revenue share percentage at or above the minimum of seventy-five percent (75%). There was no minimum revenue guarantee required.

The following are the results of the evaluation scoring by the three (3) panelists.

**Panelist #1**

<b>Operational Oversight and Management Plan</b>	<b>Maximum Points</b>	<b>SMG</b>	<b>Global Spectrum L.P. d/b/a Spectra</b>
Sample Operations and Management Plan			
Transition Plan			
Community Plan			
<b>Score Total</b>	50	46	40
<b>Event Services Staffing Plan</b>			
Community Plan			
Traffic/Shuttle Plan			
<b>Score Total</b>	30	27	22
<b>Sponsorship and Box Seating Sales Plan</b>			
Marketing/Media Strategy			
Sponsorship and Box Seating Sales Plan			
Level of Revenue Sharing			
<b>Score Total</b>	20	18	16
<b>Total Score</b>	100	91	78

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**Panelist #2**

<b>Operational Oversight and Management Plan</b>	<b>Maximum Points</b>	<b>SMG</b>	<b>Global Spectrum L.P. d/b/a Spectra</b>
Sample Operations and Management Plan			
Transition Plan			
Community Plan			
<b>Score Total</b>	50	41	34
<b>Event Services Staffing Plan</b>			
Community Plan			
Traffic/Shuttle Plan			
<b>Score Total</b>	30	26	19
<b>Sponsorship and Box Seating Sales Plan</b>			
Marketing/Media Strategy			
Sponsorship and Box Seating Sales Plan			
Level of Revenue Sharing			
<b>Score Total</b>	20	20	17
<b>Total Score</b>	100	87	70

**Panelist #3**

<b>Operational Oversight and Management Plan</b>	<b>Maximum Points</b>	<b>SMG</b>	<b>Global Spectrum L.P. d/b/a Spectra</b>
Sample Operations and Management Plan			
Transition Plan			
Community Plan			
<b>Score Total</b>	50	42	34
<b>Event Services Staffing Plan</b>			
Community Plan			
Traffic/Shuttle Plan			
<b>Score Total</b>	30	28	22
<b>Sponsorship and Box Seating Sales Plan</b>			
Marketing/Media Strategy			
Sponsorship and Box Seating Sales Plan			
Level of Revenue Sharing			
<b>Score Total</b>	20	19	15
<b>Total Score</b>	100	89	71

		<b>SMG</b>	<b>Global Spectrum L.P. d/b/a Spectra</b>
<b>Total Score</b>	300	267	219

The following is a summary of information contained in each proposal that assisted the panel and staff in making the recommendation to award the management contract to SMG:

**Traffic (Operations and Management Plan)**

The current operator subcontracts out the parking and shuttling operation to SP+ Parking, who has vast experience with parking and traffic control with large venues such as Dodger Stadium. SMG's proposal included SP+ Parking as a recommended subcontractor to continue traffic and parking management at the Greek Theatre to minimize operational transition issues and better serve the surrounding community. SMG's proposal also emphasized additional off-site parking and additional shuttles from Metro Line Stations to mitigate traffic congestion on Los Feliz Boulevard and Vermont Canyon. With emphasis given to increase off-site shuttles while preparing to subcontract with an experienced traffic and parking company familiar, known and respected by the community, it was determined that SMG made the best representation of their readiness and ability to improve the existing operation and to meet several of the key objectives of the RFP.

It is important to note that while the Department explored the option to add the price of parking to every ticket sold, this approach has been removed so that the Department can provide better incentives for patrons to use the shuttling service.

**Noise (Operations and Management Plan)**

The current operation uses a house sound system specifically designed for the Greek Theatre and is leased from Schubert Systems Group. Although the Department will continue to research improved sound and monitoring systems, it is believed that SMG represented the best plan moving immediately forward by retaining and subcontracting with Schubert Systems Group. SMG's proposal included details on cost and implementation to continue the lease arrangement, which will include an on-site technician for each event as well as sound monitoring equipment. The monitoring and enforcement of sound level requirements are accomplished through a calibrated metering display that is placed at the front of the house sound console mixing position so both the artist and sound monitoring personnel can see levels and adjust in real time. In addition, sound monitors will be positioned throughout the neighborhood during each event using a hand held portable calibrated meter designed to work with the house system and provides on-going communication with the technicians at the sound console. SMG's proposal best represented reduced risk to potential sound and noise issues within the surrounding community.

**Event Services Staffing Plan**

The RFP required submittal of a detailed plan including a map of event staffing locations of the venue and of the surrounding neighborhood. The emphasis placed by SMG in its plan and the accompany map of the surrounding neighborhood (Attachment D) was a distinguishing factor.

SMG's plan included details on stationed locations of contracted security officers, off-duty LAPD officers and neighborhood event staff aka "yellow Jackets" in the surrounding community. Spectra's event staffing map (Attachment E) identified event staffing locations within the venue, front plaza and box office, with no staffing locations in the surrounding neighborhood. SMG's plan best represented the necessary protection of the venue as well as addressing quality of life concerns of the surrounding neighborhood.

### **Sponsorships and Box Seating Sales Plan**

Spectra currently sells sponsorships at the Greek Theatre and proposed a minimum revenue share of eighty percent (80%) of revenue from the sponsorships and box seats to the City, which is five percent (5%) above the RFP minimum. However, there was no reference in the Spectra proposal on anticipated sponsorships and box seats revenue. SMG proposed a seventy-five percent (75%) minimum revenue share to the City. One distinguishing factor of the SMG proposal was the inclusion of the Two Hundred Thousand Dollar (\$200,000.00) Contractor Performance Guarantee, which enabled the Department to establish an annual minimum revenue share of Eight Hundred Thousand Dollars (\$800,000.00) in the first year of the contract. Should SMG not achieve the annual minimum revenue, SMG is committing up to One Hundred Fifty Dollar (\$150,000.00) of the Contractor Performance Guarantee towards the Eight Hundred Thousand Dollars (\$800,000.00) annual minimum revenue share to the City. An additional distinguishing factor is SMG's proposal to sell Personal Seat Licenses (PSL) and including the revenue generated from the PSL into this revenue category to the City. An annual PSL entitles the patron and option, but not the obligation, to purchase tickets prior to the public on-sale on a show-by-show basis. If the PSL licensee declines this purchase option, the seat is put back into the system and sold to the general public during the on-sale. It is believed that SMG's commitment to an annual minimum revenue share guarantee, backed by a portion of the Contractor Performance Guarantee, and the addition of the PSL revenue, better meets the Department's goals and objectives as outlined in the RFP.

### **Community Relations**

Both proposals placed considerable emphasis on community relations including but not limited to staffing and hosting monthly Greek Theatre Advisory Committee meetings, coffee hours, neighborhood nights and uninhibited access to the Greek Theatre Manager (GTM). Although the Department stipulated we would be providing a full time community liaison to work side by side with the management company, Spectra did include an additional community liaison as part of their management team. Both proposals included additional emphasis on their GTM candidate being completely accessible to the community.

However, it is believed that SMG through the details provided in their noise, traffic and event service staffing plan provided the best protections for the surrounding community quality of life issues while matching the needs for community access to the management team.

**Management Contract Expenses**

The chart below summarizes the first year management contract expenses submitted by SMG and Spectra. Spectra’s proposal is approximately Three Hundred Forty-Five Thousand Dollars (\$350,000.00) higher than the SMG proposal.

	<u>SMG</u>	<u>Spectra</u>
Management Team	\$800,800	\$822,950
Management Fee	\$200,000	\$210,000
Operational Costs	\$485,350	\$798,100
Total	<u>\$1,486,150</u>	<u>\$1,831,050</u>

**Performance Metrics**

Although performance metrics were not included in the RFP requirements, SMG’s proposal included a performance guarantee by placing their management fee at risk that would be based on mutually agreed upon performance metrics. The Department and SMG agreed upon the following two (2) performance metrics which are included in the attached contract:

1. Shuttle Transportation Increase: This metric requires SMG to increase the total number of cars parked at off-site lots and for passengers to take off-site shuttles to the venue. For the 2016 Season, the goal is to increase cars parked at off-site lots by fifteen percent (15%) from the 2015 Season Actual number of cars parked at off-site lots. This performance metric is extremely important to the Department and to the surrounding community for the quality of life issue. Should SMG not meet the established goal, SMG may lose up to Fifty Thousand Dollars (\$50,000.00) of the management fee.
  
2. Annual Sponsorships, Box Seats, and Premium Seating Sales: This metric establishes a minimum annual revenue guarantee to the Department of Eight Hundred Thousand Dollars (\$800,000.00) for the 2016 Season. Should SMG fail to achieve this goal, SMG may lose up to One Hundred Fifty Thousand Dollars (\$150,000.00) of the management fee.

Other performance metrics that are not associated with the performance guarantee include Patron Satisfaction Surveys, Community Engagement, which includes establishing a hotline for the community to call regarding operational issues at the venue. SMG will be required to monitor the hotline and to respond to those calls.

### **Employee Retention**

The Department and SMG are prepared to begin this process immediately upon approval of the proposed agreement. The City's Service Contractor Worker Retention Ordinance will be strictly followed as well as City ordinances designed to protect existing workforces and to provide opportunities to local workforce applicants. This will positively impact employees who are currently not associated with the current union representation as all represented employees will continue and be unchanged as their jobs are secured through requirements placed on the promoters. The unions include the International Alliance of Theatrical Stage Employees (IATSE) Local 33, (Stage Technicians Union), Local 857 (Treasurers and Ticket Sellers Union), Local 706 (Make-up Artists and Hair Stylists Guild), Local 768 (Theatrical Wardrobe Union) and American Federation of Musicians, Local 47. The Department will be requesting a list of all other employees from the current operator upon approval of this contract. It is our intent to retain current non-represented employee positions such as ushers and ticket takers through SMG. These positions are essential to the successful implementation and execution of the venue's event-staffing plan. The Department will complete a review of all employees possibly not discussed herein to ensure that continued employment opportunities are considered. Staff is prepared to provide the Board with regular updates on this matter over the next several months of transition.

The Department recognizes the success of the venue is founded on the history of the employees, their experience, and commitment to providing a first class entertainment experience and look forward to continuing their employment under the Open Venue Model.

### **Department Role and Responsibility**

The Greek Theatre is an important asset for the citizens of Los Angeles. Under the proposed Agreement, the Department will utilize SMG's services to assist the Department in the provision of quality entertainment experiences at the Greek theatre and will utilize SMG's expertise to implement the Department's Open Venue Model and to ensure SMG adheres to all City policies and procedures designed to protect and enhance fan experience while preserving the integrity of this historical and internationally renowned concert venue.

The Greek Theatre Manager (GTM) will report directly to the Department's Assistant General Manager over Concessions. The Department will conduct weekly meetings with the GTM and the Department's community liaison to review all current and future event activity, review financial

statements and projections, community issues and concerns, parking, traffic and shuttling programs and ensure the venue and surrounding community are clean.

Department staff will be responsible for building maintenance and non-show grounds maintenance. All pre, during and post venue and neighborhood cleaning and trash removal will be the responsibility of the management company.

In addition, the Department will routinely provide necessary auditing of the financial statements to ensure compliance with all applicable accounting procedures and practices.

**Conclusion**

SMG is the recommended proposer for award of the Oversight of the Greek Theatre's Open Venue Model Management Agreement because their proposal best meets and exceeds the Department's objectives as outlined in the RFP. The strength of SMG's proposal is the expanded use of off-site parking and increase use of shuttles to reduce traffic congestion at the Greek Theatre and their event neighborhood staffing plan addressing quality of life issues such as safety, traffic and neighborhood cleanliness.

**Fiscal Statement**

The management fees associated with this contract award are in the range of what was estimated when looking at the estimated Department's net revenue for the open venue model. The Department still anticipates the net revenue for 2016 to be within the previously reported range of Three Million Dollars (\$3,000,000.00) to Four Million Eight Hundred Thousand Dollars (\$4,800,000.00), based upon approximately fifty (50) to seventy (70) concerts or events.

This Report was prepared by Agnes Ko, Senior Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

**AGREEMENT  
FOR OVERSIGHT MANAGEMENT  
OF THE GREEK THEATRE'S  
OPEN VENUE MODEL**

**Between**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**And**

**SMG**

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**AGREEMENT FOR OVERSIGHT MANAGEMENT  
OF THE GREEK THEATRE'S  
OPEN VENUE MODEL**

**THIS AGREEMENT** is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through the Department of Recreation and Parks ("DEPARTMENT"), and SMG ("SMG").

**WHEREAS**, DEPARTMENT seeks to hire a venue management company to oversee management operations of the Greek Theatre's Open Venue Model; and

**WHEREAS**, DEPARTMENT, finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks sufficient and necessary personnel to undertake these specialized professional services; and

**WHEREAS**, DEPARTMENT finds, pursuant to Charter Section 371 (e) (10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department for oversight of the Greek Theatre's Open Venue Model; and

**WHEREAS**, DEPARTMENT finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in a Request for Proposals (RFP); and

**WHEREAS**, DEPARTMENT advertised for proposals for Oversight Management of the Greek Theatre's Open Venue Model; and

**WHEREAS**, DEPARTMENT received and evaluated two proposals from venue management companies; and

**WHEREAS**, SMG was scored as the highest-ranked proposer, and selected to conduct oversight management of the Greek Theatre's Open Venue Model in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, SMG desires to enter into such AGREEMENT to assist DEPARTMENT in providing the public with premium, high-quality patron and community experience and services at the Greek Theatre.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

**SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

**ADDITIONAL PARKING SITES:** Parking areas as shown on the map attached as Exhibit D.

**ADMINISTRATIVE COSTS:** SMG’S general and administrative costs for operating the FACILITY, which are further described on Exhibit L,

**AGREEMENT:** This Operational AGREEMENT consisting of thirty-seven (37) pages and Exhibits (A thru R) attached thereto.

**ANNUAL FIXED FEE:** The total annual compensation to SMG as specified in Section 8.

**BOARD:** Board of Recreation and Park Commissioners.

**CITY:** The City of Los Angeles, Acting by and through its Board of Recreation and Park Commissioners.

**CITY’S FF&E COSTS:** CITY’s cost to equip the FACILITY with furnishings, fixtures and equipment sufficient to allow operation of the FACILITY for its intended purposes as provided in Section 5W, except for the SMG’S equipment and furnishings covered in SMG’S ADMINISTRATIVE COSTS.

**CITY’S OPERATING EXPENSES:** Shall consist of: (i) UTILITY, MAINTENANCE AND REPAIR COSTS, (ii) REIMBURSABLE EXPENSES, (iii) EVENT SERVICES AND STAFFING COSTS, (iv), TRANSITION EXPENSES, (v) CITY’S FF&E COSTS and (vi) the ANNUAL FIXED FEE. CITY’S OPERATING EXPENSES shall be calculated in compliance with this AGREEMENT, Generally Accepted Accounting Principles (GAAP), City Controller’s policies and procedures, the City Charter and the LAAC.

**CONCERT SEASON:** April 15 through October 31

**SMG OFFICE COSTS** SMG’s costs to satisfy SMG’s obligation to provide

**SMG'S OFFICE FURNITURE AND EQUIPMENT**  
pursuant to Section 5W hereof.

**DEPARTMENT:** The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners.

**EFFECTIVE DATE:** The date first written above.

**EVENT SERVICES AND STAFFING COSTS:** Any and all expenses incurred, or payments made by SMG, in connection with the staffing, operation and production of events at the PREMISES, except for expenses included in SMG'S ANNUAL FIXED FEE.

**FACILITY:** GREEK THEATRE, located at 2700 N. Vermont Drive, Griffith Park, Los Angeles, California 90027

**GENERAL MANAGER:** The SMG employee designated as the Greek Theatre Manager to oversee, operate and manage the venue.

**LAAC:** Los Angeles Administrative Code

**LAMC:** Los Angeles Municipal Code

**MANAGEMENT STAFFING COSTS:** All costs related to providing personnel for the following positions: Greek Theatre Manager, Operations/Event Manager, Box Office Manager, Finance Manager, Executive Assistant/Booking Coordinator, Marketing Manager, Patron Services Supervisor, and Receptionist.

**OPEN VENUE MODEL:** The FACILITY operating model, as defined by the BOARD's approved policies and procedures attached as Exhibits E, F and G.

**PREMISES:** The geographical area, as defined in SECTION 3 of this AGREEMENT, including the FACILITY.

**PREMIUM SEATING REVENUE:** All gross revenue from the sale of all premium seating programs including, but not limited to: 1) Box Seats, 2) Personal Seat Licenses, and 3) VIP seats, or other similar programs where license fees are charged in connection with seating programs created by the SMG at the FACILITY.

REIMBURSABLE EXPENSE:	A purchase, lease or operating expense paid by SMG on behalf of DEPARTMENT, including but not limited to website hosting and maintenance costs, parking management, sound system and video equipment and other related expenses, lighting system and any other equipment other than equipment procured as a part of SMG'S OFFICE FURNITURE AND EQUIPMENT.
SPONSORSHIP REVENUE:	All gross revenue from the sale of sponsorships including the fair market value of all-barter, in-kind and trade exchanges.
TERM:	As defined in Section 4.
TRANSITION EXPENSE:	An expense incurred by SMG prior to the commencement TERM in connection with SMG'S preparation to transition and perform the services hereunder.
UTILITY, MAINTENANCE AND REPAIR COSTS:	The CITY's costs for utilities (excluding telephone and internet hosting charges, which will be paid by SMG) and for maintenance and repair as provided in Sections 5 AA and 5X, respectively but excluding SMG'S OFFICE COSTS.

## **SECTION 2. PERMISSION GRANTED**

The CITY hereby grants to SMG, subject to all of the terms and conditions of this AGREEMENT, the right to provide operational oversight and coordinated management of the Greek Theatre and to act as the DEPARTMENT's agent and working with and under the direction of the Department's staff with respect to the day to day operations of the venue.

SMG shall be required to submit copies of all sponsorship AGREEMENTS that relate to and/or affect the Greek Theatre, including in-kind, barter and cash sponsorships, throughout the term of the AGREEMENT (see SECTION 7 "Sponsorships, Box Seats and Premium Seating Sales," for details).

SMG, in conjunction with DEPARTMENT'S approved Community Partnership plan, shall participate in certain community-oriented operations and FACILITY related services such as traffic and parking control, neighborhood security and crowd control measures, and post-event, surrounding neighborhood clean-ups, described more particularly below.

SMG shall collect all fees for FACILITY services, maintain proper accounting records for the FACILITY, pay for and obtain all licenses, permits and insurance (Required Insurance and Minimum Limits, Exhibit B) (excluding insurance for CITY'S personal property and/or

business interruption) necessary for the operations granted, and perform or supervise SMG and subcontractor employees in the performance of all other tasks related to the operations granted.

CITY reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance; however the CITY shall consider the desire and views of SMG.

### **SECTION 3. PREMISES**

The PREMISES (hereinafter referred to as PREMISES) to be authorized for use by SMG shall only include:

- Theatre building and the surrounding hillside including the fencing:
  - Theatre building shall include the main theatre structure; all areas, structures, and FACILITY facilities in the North Wing, South Wing, North Concourse, South Concourse, and Front Concourse; seating areas; light booth; immediate exterior walls, fencing and public access areas fronting North Vermont Avenue.
- VIP parking lot and the adjacent valley West of theatre.

SMG shall not use or permit the FACILITY PREMISES to be used, in whole or in part, for any other purpose other than as set forth in this AGREEMENT except with the prior, written consent of DEPARTMENT, nor allow any use in violation of any present or future laws, ordinances, rules and regulations relating to sanitation or the public health, safety or welfare of operations at and use of the FACILITY PREMISES. SMG hereby expressly agrees at all times during the term of this AGREEMENT, to maintain, use and operate the FACILITY PREMISES in a safe, clean, wholesome and sanitary condition, and in compliance with any and all present and future laws, ordinances and rules and regulations relating to public health, safety or welfare.

In addition to the PREMISES, CITY shall provide SMG with ADDITIONAL PARKING SITES as shown on the map attached as Exhibit D, i.e. Boy Scout Road, and such other parking areas as may be designated by the parties for use only during show days. These additional areas may not be used for purposes other than to park vehicles of show patrons, employees of SMG and subcontractor employees and licensees at the FACILITY. The CITY shall retain responsibility for the maintenance of these parking areas.

CITY undertakes and agrees to deliver to SMG the PREMISES described in Exhibit C in as-is condition.

### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT will commence on the date that the AGREEMENT is executed and shall be for one (1) year, with two (2) one (1) year extension options,

exercisable at the sole discretion of the DEPARTMENT, along with approval of the Board of Recreation and Park Commissioners.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable to SMG in excess of the then-applicable FIXED ANNUAL FEE and CITY'S OPERATING EXPENSES because of any action taken to revoke, decline to exercise an option or disapprove a renewal of the AGREEMENT.

## **SECTION 5. SERVICES TO BE PROVIDED AND OPERATING RESPONSIBILITIES**

SMG shall, at all times, provide the following services and comply with the following conditions:

- A. Implementation and enforcement of the DEPARTMENT'S Open Venue Model in compliance with all DEPARTMENT policies and procedures:
1. SMG will provide operational oversight management at the Greek Theatre.
  2. SMG will be responsible for coordinating and collaborating with promoters, agents and interested parties to facilitate approximately fifty (50) to seventy (70) events during the CONCERT SEASON.
  3. SMG agrees to use its Venue Management Software, at no additional cost to DEPARTMENT, to manage, book and coordinate the execution of all events. SMG further agrees to manage the Challenge Process within the Venue Management Software. SMG will provide DEPARTMENT access to all information and databases related to the FACILITY. All data captured within the Venue Management Software belongs to the DEPARTMENT and shall be provided to DEPARTMENT upon request.
  4. SMG will manage and provide all as-needed event services staffing required for each event including, but not limited to, ushers, ticket-takers, security, event cleaning, parking attendants, shuttles, neighborhood event staffing and box office staff. SMG may use its own staff or subcontract for the event services staffing.
  5. **Event Management Staffing Plans**  
SMG must submit Event Services Staffing Plans to the DEPARTMENT for written approval ninety (90) days prior to the start of the CONCERT SEASON. The Event Services Staffing Plans must include appropriate staffing levels for all aspects of the PREMISES and the surrounding neighborhood, including:
    - a. A traffic control plan to manage traffic must be submitted that includes input from the community, DEPARTMENT and Department of Transportation.
    - b. A neighborhood security plan must be submitted and shall address crowd control outside the PREMISES, including excessive noise, illegal merchandise vending, ticket scalping, alcohol/drug use and littering on residential properties

in the surrounding area impacted by FACILITY. The neighborhood security plan, at minimum, shall:

- Provide sufficient off-duty police officers and neighborhood event staff at key locations outside Griffith Park during all shows. This includes non-police neighborhood walking patrols.
- Provide consistent post-show clean up in the neighborhood area impacted by the FACILITY after all events.
- Provide other related services directly related to traffic control, neighborhood security, and clean up in areas immediately impacted by FACILITY.

SMG shall submit Annual Event Services Staffing Plans by show types at the following attendance levels for approval:

- a. Three thousand (3,000) patrons;
- b. Four thousand five hundred (4,500) patrons; and
- c. Sold out concert.

#### 6. **Parking and Shuttles**

SMG will manage all parking operations including a shuttle program to transport customers from off-site DEPARTMENT parking lots, transportation hubs or other leased parking areas. SMG shall obtain the DEPARTMENT'S prior written approval before commencing contract negotiations or executing such contracts for any leased parking areas. Lease payments for approved parking areas are a REIMBURSABLE EXPENSE. SMG may staff these operations with SMG's employees or may subcontract one or both operations.

#### 7. **Box Office Operations**

SMG shall manage and staff the Greek Theatre Box Office. There will be no exclusive rights to a particular ticketing vendor at the Greek Theatre. A promoter, agent or other FACILITY user shall have the option to designate and select the ticketing vendor for their respective events, provided that such ticketing vendor meets all of the minimum requirements of the DEPARTMENT.

8. SMG shall coordinate with the Los Angeles Fire and Police Departments on all scheduled events regarding Fire, EMS and security services required for public protection.
9. SMG will at all times be responsible for maintaining public and concert staff ingress and egress to the FACILITY.
10. SMG will manage the VIP areas within the FACILITY and the VIP parking.
11. SMG will be responsible for enforcing the DEPARTMENT's established acceptable sound level requirements in the User Agreement (Exhibit E).

### **B. Fiscal Responsibilities**

SMG shall act as the DEPARTMENT'S fiscal agent for the OPEN VENUE MODEL. SMG will collect all fees associated with FACILITY operations, excluding food and beverage and merchandise sales, and will ensure proper accounting for all monies collected and any interest earned.

1. SMG shall ensure promoters and agents submit the required advance deposits, house flat fees and any other fees for their events by the timelines established in the Booking Policy (Exhibit F) and the User Agreement.
  2. SMG shall accept challenge request checks and process the challenge in compliance with the DEPARTMENT'S User Agreement.
  3. SMG shall complete end of show settlement at the end of each show and will ensure monies for the show are properly distributed to all parties prior to the headlining artist leaving the FACILITY. SMG shall submit the end of show settlement statement to DEPARTMENT within two (2) business days of settlement.
  4. SMG shall manage and administer the DEPARTMENT'S Promoter's Commercial Incentive Program Policy (Exhibit G).
    - a. Payment to promoters or agents achieving an incentive will be made from the Greek Theatre bank account (SECTION 12).
- C. SMG will oversee the Greek Theatre's contracted food and beverage concessionaire and will include such concessionaire's financial sales data in all financial reports.
- D. SMG shall be accessible to the surrounding community to address questions and concerns and to collaborate on all aspects of FACILITY operations in conjunction with DEPARTMENT'S designated Community Liaison.
- E. Website and Social Media**  
 SMG will coordinate with the DEPARTMENT'S website vendor to maintain current event and promotional content on the website, including but not limited to updating concert calendar, promotional opportunities, venue information, ticketing, parking and shuttle services and food and beverage selections. SMG will coordinate resolution of any potential issues with the website vendor. SMG will coordinate and manage all social media apps for the Greek Theatre including, but not limited to Twitter, Facebook, Instagram or other designated SMG social media outlets.
- F. Operating Budget**  
 SMG will prepare an annual FACILITY operating budget, monthly financial reports, marketing plans and pro-forma for the length of the AGREEMENT, including the monthly financial statement reports identified in Proposal Page 46 (Exhibit H). In addition, SMG will submit audited financials on an annual basis. DEPARTMENT may request additional reports to assist DEPARTMENT with managing the FACILITY. SMG will cooperate with DEPARTMENT to provide the requested reports. The reports may be changed from time to time to include additional information as required by the DEPARTMENT.

**G. International Alliance of Theatrical Stage Employees and American Federation of Musicians Agreements**

SMG shall use the existing union contracts to develop and hold an agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union) and 857 (Treasurers and Ticket Sellers Union) and develop and hold contracts with IATSE Local 706 (Make-up Artists and Hair Stylists Guild), Local 768 (Theatrical Wardrobe Union) and the American Federation of Musicians, Local 47 (AFM Local 47).

H. SMG will coordinate the reasonable use of FACILITY during the non-concert season to IATSE for job training opportunities at IATSE's cost. There will be no FACILITY rental fee charged to IATSE for this use.

**I. Transition Management**

SMG will manage the transition of the FACILITY from the current operator, including but not limited to implementing a strategy for working with current season ticket subscribers, working with current sponsors, placement of existing event services staff, coordinating with possible agents or talent that could be holding dates with the current operator for the 2016 Season; meeting with IATSE locals and AFM Local 47 and preparing the necessary agreements.

1. SMG will designate one (1) employee to be located at the FACILITY as requested by DEPARTMENT during the transition period of the outgoing concessionaire. The cost for the employee is a TRANSITION EXPENSE and will be reimbursed to SMG.
2. DEPARTMENT will provide off-site office space to SMG until such time as the FACILITY is ready for SMG occupancy.
3. SMG will submit a transition plan regarding transition from the outgoing concessionaire to the DEPARTMENT for approval within five (5) business days following BOARD approval of AGREEMENT.

J. SMG shall use reasonable efforts to raise funds to offset the FACILITY rental fees and the production costs of three (3) annual, long-standing community cultural events to assist local organizations to put on performances. SMG will not be responsible for any shortfalls. Should a shortfall occur, SMG shall collect the appropriate fees in compliance with DEPARTMENT policies.

**K. Filming**

It is the policy of the CITY to facilitate the use of CITY properties as film locations when appropriate. DEPARTMENT has established a Park Film Office to coordinate the use of park property for film production purposes. All fees for use of park property by film production companies shall be established and collected in accordance with CITY and DEPARTMENT policies. SMG shall not charge any fees for film production

conducted at FACILITY (except in connection with the filming, broadcasting or recording of events at the FACILITY).

- L. SMG will work with private entities to book the FACILITY for private events during the non-concert season. The DEPARTMENT must authorize all non-concert season events.

**M. Customer Satisfaction Surveys**

SMG shall be responsible to ensure Customer Satisfaction Surveys are conducted after every event. The Customer Satisfaction Survey measures the quality of service being delivered to patrons, which rates service in five (5) separate categories. SMG will provide summary reports to the DEPARTMENT on June 15, September 15 and November 15 for all events held in the previous period. The DEPARTMENT shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in the form of e-mail messaging QR codes, website link, or other methods as may be determined by SMG.

**N. Community Engagement**

1. SMG agrees to organize, host, maintain, oversee and arrange a regular monthly community meeting to accommodate neighborhood associations and community groups at times when convenient for the public to such meetings. Should SMG fail to host community meeting for two (2) consecutive months, such failure will be considered a material breach and may result in termination of AGREEMENT.
2. SMG will establish and maintain a telephone 'hotline' to accommodate public feedback and develop a log to monitor response times.

**O. Greek Theatre Advisory Committee**

SMG agrees to organize, host, maintain, oversee and arrange the DEPARTMENT'S Greek Theatre Advisory Committee (GTAC), which shall act solely in an advisory capacity to the DEPARTMENT in specific matters relating to the operation of the FACILITY. GTAC may make recommendations to the DEPARTMENT regarding programs related to theatre operations, maintenance, food concessions, merchandising, traffic control, security, and community relations, and will work with SMG in establishing community involvement and cultural development. SMG shall staff, host and coordinate a monthly meeting with GTAC to keep the community engaged, informed and to resolve quality of life issues associated with having an outdoor concert amphitheater in their neighborhood. However, operation of the FACILITY is the contractual obligation of the SMG and GTAC is to remain an advisory arm of the DEPARTMENT representing community interests related to the Greek Theatre.

**P. Citywide Outreach**

SMG shall coordinate and cooperate with DEPARTMENT to develop strategies to outreach to at risk youth to provide enrichment opportunities including, but not limited to, job training, workshops, tours, educational concerts or attending concerts/events.

- Q. SMG shall attend meetings upon the request of the DEPARTMENT, including, but are not limited to, the Board of Recreation and Park Commissioners and CITY Council and Committee meetings relating to the management and operations of the venue and of the OPEN VENUE MODEL. SMG may be called upon and agrees to assist the DEPARTMENT in the preparation and presentation of these matters.

**R. Cleanliness**

SMG shall ensure the venue is always maintained in a safe and clean condition and will work in conjunction with the DEPARTMENT to keep the PREMISES, including the theatre building, parking lots, surrounding community and the surrounding hillside, including fencing, clean, uncluttered, and sanitary at all times. SMG shall work in conjunction with the DEPARTMENT to keep the VIP Parking Lot, the adjacent valley (west of the Theatre) and the surrounding area impacted by the FACILITY, clean, uncluttered and sanitary after all events, or other use by SMG. SMG shall work in conjunction with the DEPARTMENT and/or custodial subcontractors to provide all necessary janitorial services to maintain PREMISES, restrooms and public areas according to CITY standards. SMG agrees to respond and correct any instruction of the DEPARTMENT immediately or to provide a written response within twenty-four (24) hours of necessary corrective action.

SMG shall not permit any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, to remain thereon, and SMG shall prevent any such matter or material from being or accumulating upon said PREMISES.

SMG, at its own expense, shall see that all garbage or refuse is collected from the offices, as often as necessary and in no case less than twice a week, and disposed of in the main dumpster. This expense is included in the ANNUAL FIXED FEE. SMG will incur the cost of all garbage pick-ups from the main dumpster for the PREMISES during the term of this AGREEMENT.

**S. Conduct**

SMG and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the DEPARTMENT.

**T. Disorderly Persons**

SMG shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon the aid of peace officers to assist in maintaining peaceful conditions. SMG shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

## U. Personnel

1. SMG shall develop a protocol, subject to the DEPARTMENT'S approval, for the engagement of any employee or subcontractor. SMG'S protocol shall comply with all applicable CITY, STATE, and/or Federal labor laws.

### 2. **Qualified Personnel**

SMG will, in the operation of the FACILITY, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All personnel will be trained in accordance with SMG'S submitted training plan prior to starting work at the premises. All such personnel, while on or about the PREMISES, shall be neat in appearance and directed to be courteous at all times and shall be appropriately attired in conjunction with agreed upon appearance standards attached, with badges or other suitable means of identification. SMG shall prohibit persons employed by SMG, while on or about the PREMISES, to be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, the DEPARTMENT may direct SMG to remove that person from the PREMISES. The SMG will create an employee handbook that will delineate these requirements to be signed by all employees.

### 3. **GENERAL MANAGER of the Greek Theatre:**

SMG shall appoint, subject to written approval by the DEPARTMENT, a GENERAL MANAGER of SMG'S operations at the FACILITY.

The GENERAL MANAGER must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the FACILITY, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of SMG'S agents, servants, and employees. The GENERAL MANAGER shall be available during regular business hours, including show times and, at all times during that person's absence, a responsible subordinate shall be in charge and available. The authority of the GENERAL MANAGER includes, but is not limited to, the ability to: hire, fire, and schedule personnel; order merchandise and materials; oversee inventory control and tracking; implement a marketing plan; maintain accounting records; book parties and events; oversee operations; train employees (to include such areas as customer service); and have ultimate on-site decision-making responsibility.

The GENERAL MANAGER shall devote the greater part of their working time and attention to the operation of the FACILITY and shall promote, increase and develop the business. During the days and hours established for the operation of the subject FACILITY, the GENERAL MANAGER'S personal attention shall not be directed toward the operation of any other business activity.

### 4. **Approval of Personnel**

The DEPARTMENT shall have the right to approve or disapprove employees of SMG.

**V. Diversion of Business**

SMG shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

**W. Equipment and Furnishings**

SMG shall provide, maintain and repair office furniture and equipment necessary to operate the administrative offices located at the facility ("SMG'S OFFICE FURNITURE AND EQUIPMENT"). SMG shall pay all SMG'S OFFICE FURNITURE AND EQUIPMENT costs with no reimbursement from the CITY. SMG'S office furniture and equipment shall remain the personal property of SMG.

Except for SMG'S OFFICE FURNITURE AND EQUIPMENT AND ADMINISTRATIVE COSTS, equipment, furnishings, and expendables required to operate the PREMISES shall be purchased and installed by CITY, at its sole expense, and shall remain its real or personal property (all such property being referred to herein as "CITY'S FF&E"). CITY may request SMG to purchase and install the same on its behalf and, in such case, the expense of doing so shall be a REIMBURSABLE EXPENSE. SMG shall deliver an inventory of all equipment with designation of ownership at the beginning of each calendar year and for each year of the term of the AGREEMENT thereafter. The inventory report shall include updated equipment lists as well as equipment status, length of remaining useful life, and explanations of any reduction in inventory. If, upon termination of the AGREEMENT, CITY does not renew said AGREEMENT, SMG shall have the right to remove its SMG'S OFFICE FURNITURE AND EQUIPMENT, but not improvements, from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

Office space at the FACILITY (but not office equipment and furniture) will be provided to SMG by CITY at no cost to SMG.

**X. Maintenance of Equipment**

SMG shall, at all times and at its expense, keep and maintain SMG'S OFFICE FURNITURE AND EQUIPMENT, in good repair and in a clean, sanitary, and orderly condition and appearance. As between SMG and the CITY, CITY will be responsible for maintenance and repair of the PREMISES, the FACILITY, ADDITIONAL PARKING SITES and all CITY FF&E, which the CITY shall maintain and repair in a manner to support a premium, high-quality operation. CITY may request SMG to maintain and repair the PREMISES, FACILITY AND CITY'S FF&E on its behalf and, in such case; the expense of doing so shall be a REIMBURSABLE EXPENSE. The CITY reserves the right to conduct inspections

of the FACILITY and make additional requirements to the maintenance of equipment at any time.

No equipment provided by CITY shall be removed or replaced by SMG without the prior written consent of the DEPARTMENT.

**Y. Permits and Licenses**

SMG shall obtain at its sole expense any and all permits, approvals, and licenses that may be required in connection with the operation of the FACILITY including, but not limited to: tax permits, business licenses, health permits, police, fire and Building and Safety permits. All permits, approvals and licenses shall be posted in the appropriate areas on a year-round basis.

**Z. Signs and Advertisements**

SMG shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from the DEPARTMENT, who may require the removal or refurbishment of any previously approved sign.

SMG shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the DEPARTMENT in advance of installation, and such permission shall be subject to revocation at any time but shall not be unreasonably withheld, unless signage is part of a concessionaire or approved artist merchandise. The type of sign or advertisement and the duration of display shall be approved in advance and in writing by the DEPARTMENT.

At the FACILITY, a sign maybe posted in a non-public place stating that the FACILITY is operated under an AGREEMENT issued by CITY through the Department of Recreation and Parks.

**AA. Utilities**

The DEPARTMENT shall pay for utility charges associated with the PREMISES, FACILITY and ADDITIONAL PARKING SITES, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and trash pick-up shall be paid by SMG and are included in SMG'S ADMINISTRATIVE COSTS regardless of whether such utility services are furnished by CITY or by other utility service providers. The telephone number shall be placed in the FACILITY'S name and shall not be transferable to any other location. SMG will comply with all water and energy saving policies and produce a monthly report on achieving improvements in water and energy usage.

Except to the extent of CITY's fault, including failure to maintain and repair as provided in this AGREEMENT, SMG hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing payment provided for herein, for any and all loss or damage sustained by reason of any

defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and SMG hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances of damage to any utility service line, CITY shall be responsible for the cost of repairs and any and all damages occasioned thereby, except to the extent that such damage is caused by the negligence of SMG or its employees.

SMG shall use best efforts to assure that water and energy are utilized by SMG in the most efficient manner possible, and SMG expressly agrees to comply with all CITY water and energy conservation programs.

SMG shall reimburse the DEPARTMENT if the DEPARTMENT pays any telephone, internet or trash pick-up charges.

**BB. Safety**

SMG will prepare a safety plan with specific training programs for all employees. SMG will designate a safety officer to report on safety statistics including employee and patron injuries on a monthly basis. SMG will review all workers compensation claims that arise from premises.

SMG shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. SMG agrees to respond and correct any instruction of the DEPARTMENT immediately or to provide a written response within twenty-four (24) hours of necessary corrective action. In the event of injury to an employee, staff person, manager, patron or customer, SMG shall summon medical attention as soon as reasonably possible thereafter. SMG shall keep internal documentation of the incident and shall submit to the DEPARTMENT a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit I) within forty-eight (48) hours of the incident, two (2) copies of all Accident/Incident reports shall be sent to address identified in SECTION 23: NOTICES.

If after reasonable notice, SMG fails to correct hazardous conditions which have led or, in the reasonable opinion of the DEPARTMENT, could lead to injury, the DEPARTMENT may at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by SMG to CITY as set forth in SEC. AA; provided that SMG shall not be responsible for such hazardous conditions to the extent caused by CITY or which are otherwise an obligation of the CITY.

**CC. Security**

SMG shall be responsible for the security of the interior PREMISES. SMG may install equipment, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by SMG and shall be a REIMBURSABLE EXPENSE. SMG shall obtain the DEPARTMENT'S prior written approval for the expenditure. Security personnel shall remain on duty while guests and artists are on the PREMISES.

**DD. Sponsorships**

As noted in SECTION 2, SMG shall provide copies of all sponsorship agreements that relate to and/or affect the Greek Theatre, including the fair market value for any in-kind, barter and cash sponsorships, to the DEPARTMENT.

SMG shall comply with all CITY rules, procedures and sign regulations, including the DEPARTMENT'S Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs, (Exhibit J) and the Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities, (Exhibit K). The following sponsorship categories are prohibited: firearms products, tobacco products including e-cigarettes, gaming and any other products, which are viewed as controversial to the CITY. Sponsorships, which assign Naming Rights to sponsor, shall comply with the DEPARTMENT'S Naming Policy and are subject to prior written approval of the DEPARTMENT. The DEPARTMENT reserves the right to decline recommended sponsorship partners, but unless such sponsorship is otherwise prohibited under this paragraph, the potential revenue from such declined sponsorship shall be counted towards the Annual Minimum Guarantee in Section 7A.

The CITY reserves the right to conduct an audit/review of sponsorships obtained by the SMG and collect a percentage on any in-kind/donated or additional sponsorship or support that was not submitted to the DEPARTMENT and which should have been included in the calculation of the Annual Minimum Guarantee.

**SECTION 6. HOURS / DAYS OF OPERATION**

SMG shall manage and operate the FACILITY on a year-round basis per applicable CITY and DEPARTMENT codes, rules, regulations, ordinances, and laws regarding levels of noise and public/private access.

**SECTION 7. SPONSORSHIPS, BOX SEATS AND PREMIUM SEATING SALES**

SMG agrees to pay and shall deliver to DEPARTMENT Seventy-five percent (75%) of SPONSORSHIP REVENUE (only excluding fair market value of all barter, in-kind and trade exchanges which reduce CITY'S OPERATING EXPENSES other than those expenses covered by the ANNUAL FIXED FEE) AND PREMIUM SEATING REVENUE, and SMG shall be entitled to the remainder of SPONSORSHIP AND PREMIUM SEATING REVENUE.

SMG agrees to pay all costs associated with marketing, selling and generating SPONSORSHIP AND PREMIUM SEATING REVENUE out of its twenty-five percent (25%) share of such revenue (e.g. salespersons' base compensation, sales commissions and fulfillment costs) and CITY shall simply receive its seventy-five percent (75%) share with no obligation to pay any of such costs.

## **SECTION 8. SMG PERFORMANCE GUARANTEE**

The CITY reserves the right to impose a financial penalty in the event the SMG does not meet the agreed-upon benchmarks, deliverables and standards for the FACILITY as described below. Failure to achieve the applicable benchmarks as set forth in the two (2) performance categories below shall result in SMG remitting to the DEPARTMENT a portion of its Two Hundred Thousand Dollars (\$200,000.00) annual SMG profit, in proportion to the percentage amounts established for each performance category ("Performance Penalty") as follows:

- I. Shuttle Transportation Increase (25%): There shall be an increase in the total number of automobiles parked offsite during each season of operation as provided below. The Annual Shuttle Transportation Benchmark is defined as the total number of automobiles parked offsite. In the event SMG fails to achieve an increase in offsite automobile parking, then CITY may elect to impose a Performance Penalty of up to Fifty Thousand Dollars (\$50,000.00), based on the percentage by which SMG failed to meet the applicable Annual Shuttle Transportation Benchmark.

Example: For an actual increase of twelve percent (12%) compared to an Annual Shuttle Transportation Benchmark of fifteen (15%) (i.e., twenty percent (20%) below Benchmark), the penalty would be Ten Thousand Dollars (\$10,000.00) (i.e., twenty percent (20%) of Fifty Thousand Dollars (\$50,000)).

The Annual Shuttle Transportation Benchmark shall be as follows:

Contract Year	Annual Shuttle Transportation Benchmark
2016 Season	15% over 2015 Season Actual
2017 Season	17% over 2015 Season Actual
2018 Season	20% over 2015 Season Actual

The increase in the Annual Shuttle Transportation Benchmark shall be equitably adjusted in the event CONTRACTOR does not have access to ticket purchasers' data as a consequence of individual promoter arrangements with ticketing providers.

- II. Combined Annual Sponsorships and Premium Seating Revenue (75%): Failure of SMG to remit a certain minimum annual revenue share to the DEPARTMENT of SPONSORSHIP REVENUE (only excluding fair market value of all barter, in-kind, and trade exchanges that reduce those expenses

covered by the ANNUAL FIXED FEE) and PREMIUM SEATING REVENUE during each year of the AGREEMENT as described below shall result in a SMG Performance Penalty of up to One Hundred Fifty Thousand Dollars (\$150,000.00) for each year of the AGREEMENT to be applied on a dollar-for-dollar basis against any shortfall, to the extent the actual amounts remitted to the DEPARTMENT fall below the Annual Minimum Guarantee as follows:

Contract Year	Annual Minimum Guarantee
2016 Season	\$800,000.00
2017 Season	\$825,000.00
2018 Season	\$850,000.00

SMG shall comply with the DEPARTMENT'S Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute and Support City of Los Angeles Parks and Programs (Exhibit J) and Naming Policy, Procedures and Guidelines for Parks and Recreation Facilities (Exhibit K).

#### **SECTION 9. ANNUAL FIXED FEE**

The ANNUAL FIXED FEE shall be paid by CITY to SMG for the services to be provided in AGREEMENT. The ANNUAL FIXED FEE shall consist of the three (3) following components:

- A. Greek Theatre Management Team and all operations expense, including but not limited to payroll taxes, insurance, employee benefits, bonds and any other employee related expenses;
- B. General and Administrative Expense (Exhibit L, Proposal Page 75); and
- C. SMG'S Fee.

The Greek Theatre Management Team shall consist of the following eight (8) position classifications. Each of the following positions shall at all times be filled and maintained to perform the services required in this AGREEMENT. Failure to maintain these positions will be considered a material breach and may result in deductions of the Greek Theatre Management Team expense to SMG and/or termination of AGREEMENT.

Greek Theatre Manager, Operations/Event Manager, Box Office Manager, Finance Manager, Executive Assistant/Booking Coordinator, Marketing Manager, Patron Services Supervisor, Receptionist.

The ANNUAL FIXED FEE for the first year of the AGREEMENT shall not exceed One Million Four Hundred Eighty-Six Thousand One Hundred Fifty Dollars (\$1,486,150.00), consisting of the following:

1. Greek Theatre Management Team and all operations expense, including but not limited to payroll taxes, insurance, employee benefits, bonds and any other employee related expenses - \$800,800.00;
2. General and Administrative Expense - \$485,350.00; and
3. SMG'S Fee - \$200,000.00

The ANNUAL FIXED FEE in the second year of the AGREEMENT shall not exceed One Million Four Hundred Ninety Thousand One Hundred Thirty-Five Dollars (\$1,490,135.00). In the third year of the AGREEMENT, the ANNUAL FIXED FEE shall not exceed One Million Five Hundred Thirty-Four Thousand Eight Hundred Thirty-Nine Dollars (\$1,534,839.00).

Due to the need for SMG'S services to be provided immediately, SMG shall invoice DEPARTMENT on actual expenses only until SMG is fully staffed, regardless of when the AGREEMENT is executed.

#### **SECTION 10. REIMBURSABLE EXPENSES**

SMG will procure services at the FACILITY on behalf of the DEPARTMENT. SMG will submit qualified vendors for the equipment or service and will recommend the specific vendor to the DEPARTMENT. SMG must obtain the DEPARTMENT'S prior written approval for the expenditure. SMG will be reimbursed for the service costs by providing DEPARTMENT the appropriate documentation to support the request for reimbursement. REIMBURSABLE EXPENSES will be included in the Monthly Event Closing Statement for reimbursement.

#### **SECTION 11. EVENT SERVICES STAFFING EXPENSES**

SMG shall ensure each event is staffed in accordance with the approved event services staffing plan. Each event will include the following position classifications and have the following services performed:

Usher, ticket takers, security, parking attendants, box office personnel, neighborhood event staffing, administration, hospitality, Los Angeles Police Department officers, Department of Transportation officers, Los Angeles Fire Department Emergency Medical Technicians, Offsite Parking Shuttles, ADA Shuttles, traffic control and equipment.

For the 2016 CONCERT SEASON, rates billed for EVENT SERVICES AND STAFFING COSTS for the applicable cost category are provided for in Exhibit M. The EVENT SERVICES AND STAFFING COSTS for subsequent CONCERT SEASONS must be submitted to the DEPARTMENT for approval.

SMG shall submit the appropriate documentation with the Monthly Event Closing Statement for reimbursement of actual expenditures.

## **SECTION 12. ACCOUNTING, RECORDS AND ADDITIONAL FEES**

### **A. Bank Accounts**

#### **1. DEPARTMENT**

- i. SMG shall establish a separate and distinct interest bearing bank account for the DEPARTMENT'S Greek Theatre OPEN VENUE MODEL operations. All funds derived from FACILITY operations shall be deposited into that bank account. All accrued interest from this account belongs to the DEPARTMENT.

DEPARTMENT may have collected deposits and fees associated with the Open Venue Model operations prior to the effective date of AGREEMENT. DEPARTMENT will transfer such funds into the Greek Theatre OPEN VENUE MODEL bank account within ten (10) business days of SMG providing the banking information to DEPARTMENT.

#### **2. PROMOTER AND/OR AGENT**

- i. SMG will receive security deposits for incidental charges from promoters and agents as required by the User Agreement in the normal course of business. SMG shall establish a separate and distinct interest bearing bank account to deposit such funds from promoters and agents. SMG shall be responsible for accurately maintaining records of each promoter or agent deposit and the associated accrued interest so that the proper monies are refunded to promoter or agent at the end of the event or at the end of the concert season.

### **B. Monthly Event Closing Statement**

SMG shall submit a monthly event closing statement to the DEPARTMENT for review and approval within fifteen (15) calendar days after the end of the month. The monthly event closing statement shall be accompanied by a Monthly Remittance Advice Form (Exhibit N), clearly identifying: (i) all revenues recognized for that month at the facility including, without limitation, event revenue, sponsorship and premium seating revenue and any miscellaneous revenue generated from operations at the FACILITY ("monthly operating revenue") and (ii) all expenses incurred in that month including, without limitation, city's operating expenses applicable to such period along with outstanding amounts of city's operating expenses due for prior periods, SMG's share of sponsorship and premium seating revenue and any miscellaneous expenses incurred in connection with the operation of the FACILITY ("monthly operating expenses"). SMG shall include with such statement detail of monthly operating revenue and expenses including a line item event profit and loss statement for each event presented during the period and supporting documentation for CITY's operating expenses in a form acceptable to DEPARTMENT.

SMG will include a statement for each of the two (2) bank accounts established for the FACILITY as described in SECTION 11.A above. The statement shall clearly identify the cash position for each account.

For the DEPARTMENT'S Bank Account, the statement will also include the funds on deposit for future events, any miscellaneous revenue and the funds for two (2) retention categories as follows:

1. Promoter Incentive: One Hundred Thousand Dollars (\$100,000.00) will be retained for payment to promoters and/or agents achieving DEPARTMENT'S promoter incentive program criteria.
2. Off Season Operating Expenses: One Hundred Seventy Thousand Dollars (\$170,000.00) will be retained for payment to SMG for the monthly ANNUAL FIXED FEE and REIMBURSABLE EXPENSES incurred during the off-season when minimal revenue will be recognized.

Retentions will begin in May and end in October for each year of the AGREEMENT. The DEPARTMENT reserves the right to adjust the retention amounts at any time and will provide written notice to SMG of such change. The DEPARTMENT may request the monies from the Promoter Incentive and/or the Off Season Operating Expenses retention categories at any time during the term of the AGREEMENT and SMG shall immediately remit the requested monies to DEPARTMENT. Failure to comply with the request to remit funds to DEPARTMENT shall be considered a material breach and may result in termination of AGREEMENT.

SMG will include a check payable to the DEPARTMENT for any MONTHLY Operating Revenue exceeding the MONTHLY OPERATING EXPENSE, less the two (2) retentions described above, and CITY will issue a check payable to SMG for CITY'S OPERATING EXPENSES in excess of operating revenues until such time as the Off Season Operating Expenses retention category has sufficient funds to pay CITY'S OPERATING EXPENSES.

SMG may be required to, at the DEPARTMENT'S discretion, cash flow expenses up to Six Hundred Thousand Dollars (\$600,000.00) prior to recognition of revenue from operations. The actual funds cash flowed will be accountable as a REIMBURSABLE EXPENSE and will be paid by DEPARTMENT to SMG. DEPARTMENT will not pay any interest on the use of the funds. All operating expenses shall be in compliance with Generally Accepted Accounting Principles (GAAP), City Controller's policies and procedures, the City Charter and the LAAC.

**C. Late Payment Fees**

Failure of SMG to pay any of the revenue-sharing payments or any other fees, charges, or payments within ten (10) days following notice of such failure to pay is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by SMG, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, SMG agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Thousand Dollars (\$1,000.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due. The DEPARTMENT reserves the right to increase any and all administrative fees at the time of exercising each option to renew the AGREEMENT.

The acceptance of late revenue-sharing payment by CITY shall not be deemed as a waiver of any other breach by SMG of any term or condition of this AGREEMENT other than the failure of SMG to timely make the particular revenue-sharing payment so accepted.

**D. Annual Accounting Adjustment**

No later than January 15th of each year, SMG shall prepare and submit to CITY a statement showing the total gross receipts for the last calendar year by category and the revenue-share paid for the year. If the sums paid by SMG during said period total less than the annual minimum revenue-sharing guarantee, as noted in SECTION 6.A, SMG shall remit to the CITY the under payment amount with the annual statement postmarked no later than January 15th.

- E. If CITY pays any sum or incurs any obligations or expense which SMG has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of SMG to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of SMG contrary to said conditions, covenants, and agreements, SMG agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs (including CITY'S 15% administrative overhead cost), damages, and penalties. This amount shall be added to the revenue-sharing payment thereafter due hereunder, and each and every part of the same shall be and become additional revenue-sharing payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the basic revenue-sharing payment set forth in SECTION 6 hereof. The DEPARTMENT reserves the right to increase any

and all administrative fees at the time of exercising each option to renew the AGREEMENT.

- F. The charges for any late or delinquent payments shall be One Thousand Dollars (\$1,000.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. The DEPARTMENT reserves the right to increase any and all administrative fees at the time of exercising each option to renew the AGREEMENT.
- G. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against SMG that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations chargeable to SMG, and charge SMG with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by SMG.

### **SECTION 13. MAINTENANCE OF PREMISES**

- A. The DEPARTMENT will be responsible for the maintenance of PREMISES, except custodial maintenance services covered under Event Services. During all periods that the PREMISES are used or are under the control of the SMG for the uses, purposes, and occupancy aforesaid, SMG shall work in conjunction with DEPARTMENT to coordinate all necessary damage/maintenance repairs, including general exterior appearance of all equipment and facilities and regular graffiti removal, to the satisfaction of the DEPARTMENT and in keeping with other first class, high-quality venues. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

Building maintenance which includes all building components including but not limited to structural, mechanical and electrical for the FACILITY will be provided by the DEPARTMENT unless the SMG is specifically requested by the DEPARTMENT to perform a replacement or repair. Should a request be made and a mutually agreed upon scope and cost be reached, said cost will be paid to SMG by CITY as a REIMBURSABLE EXPENSE.

The DEPARTMENT will provide grounds maintenance which includes tree trimming, mowing, weeding and landscaping.

#### **B. Property Damage and Theft Reporting**

SMG shall complete and submit to the DEPARTMENT a "Special Occurrence and Loss Report," in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the

event of theft, burglary, or other crime committed on the PREMISES. The DEPARTMENT shall provide blank forms for this purpose.

### **C. Damage or Destruction to Premises**

#### **a. Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of SMG, its agents, officers, or employees, SMG shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

#### **b. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of SMG, its agents, officers, or employees, said fees and charges will not abate and SMG shall be responsible for the cost and expenses incurred in making such repairs.

#### **c. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, SMG may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of SMG, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require SMG to repair and reconstruct the same within twelve (12) months of such destruction and SMG shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs.

**d. Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by SMG at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies included within SMG'S office furniture and equipment costs shall be the responsibility of SMG and any such redecoration and refurnishing/re-equipping shall be equivalent in quality to that originally installed.

**D. Pest Control**

CITY shall perform and pay for pest control in or on structures or areas maintained by CITY. SMG shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES in clean condition. DEPARTMENT may direct SMG to take additional measures to abate pests, which are an immediate threat to public health or safety.

**SECTION 14. PROHIBITED ACTS**

SMG shall not:

1. Use the PREMISES to conduct any other businesses operations of SMG not related to the Greek Theatre;
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the FACILITY operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of the DEPARTMENT;
5. Overload any floor or roof in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the

PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by SMG, and in the event of the loss of any keys furnished by DEPARTMENT, SMG shall pay CITY, on demand, the cost for replacement thereof;

7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase (except in connection with increased or changed usage) the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of DEPARTMENT, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude SMG from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude SMG from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Permit undue loitering on or about the PREMISES;
10. Use the PREMISES in any manner that will constitute waste;
11. Use or allow the PREMISES to be used for, any improper, immoral, or unlawful purposes.
12. Install or allow the installation of video games, or vending machines including but not limited to Automated Teller Machines (ATMs) without the prior written approval of the DEPARTMENT.
13. Permit gambling on the PREMISES or install or operate or permit to be installed or operated thereon, any device which is illegal; or use the PREMISES or permit it to be used for any illegal business or purpose.

14. Permit smoking in the audience seating area and any other interior areas of the theatre building or FACILITY PREMISES, with the exception of designated dressing rooms in conformance with AB13 California Smoke-Free Workplace Law. Any exceptions to this policy will require the prior written approval of the DEPARTMENT.

### **SECTION 15. NUMBER OF ORIGINALS**

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party.

### **SECTION 16. RATIFICATION LANGUAGE**

Due to the need for the SMG'S services to be provided continuously on an ongoing basis, the SMG may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

### **SECTION 17. PERFORMANCE DEPOSIT**

- A. SMG shall provide the DEPARTMENT a sum equal to Five Hundred Thousand Dollars (\$500,000.00) for the term of the AGREEMENT.

#### **B. Form of Deposit**

SMG'S Deposit shall be in the following form:

1. A cashier's check drawn on any recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.

#### **C. Agreement of Deposit and Indemnity**

SMG unconditionally agrees that in the event of any material default of this AGREEMENT by SMG and consequent termination by CITY, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by the DEPARTMENT.

#### **D. Maintenance of Deposit**

CITY shall hold SMG'S deposit in an interest-bearing account during the entire term of the AGREEMENT.

#### **E. Return of Deposit to SMG**

Said Deposit, together with accumulated interest, shall be returned to SMG and any rights assigned to Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and the later of (i) any exit audits and inspections performed in conjunction with the AGREEMENT, or (ii) ninety (90) days thereafter. The CITY reserves the right to deduct from the Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by SMG as shown by any exit audits performed by CITY, or as compensation to CITY for

material breach by SMG of this AGREEMENT. SMG shall have the right to challenge the accuracy of such audit and/or the propriety of any claim by CITY against the funds, and in the event that the parties fail to reach AGREEMENT concerning the disposition of the funds, may institute appropriate dispute resolution or legal proceedings.

### **SECTION 18. TAXES, PERMITS, AND LICENSES**

- A. SMG shall obtain and maintain any and all approvals, permits, or licenses that may be required in connection with the operation of the FACILITY including, but not limited to, tax permits, business licenses, health permits, building permits, police and fire permits, etc.
- B. SMG shall pay all applicable CITY, STATE and Federal taxes associated with SMG'S business activities in performance of the services required in AGREEMENT.
- C. During the entire term of the AGREEMENT, the SMG must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).

### **SECTION 19. ASSIGNMENT, SUBLEASE, BANKRUPTCY INDIRECT TRANSERS RESULT IN CITY'S RIGHT TO TERMINATE**

SMG shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the FACILITY rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrance, pledgee or other lien holder, successor or purchaser.

SMG may not, without prior written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment, except that the parties acknowledge that the foregoing does not preclude the assignment by SMG of its rights to receive fees hereunder to its lender(s) as collateral security for SMG's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover SMG's rights to manage, promote or operate the Facility hereunder.

- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

## **SECTION 20. BUSINESS RECORDS**

A. SMG shall maintain for three (3) years after termination, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by DEPARTMENT, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

### **B. Employee Fidelity Bonds**

At the DEPARTMENT'S discretion, adequate employee fidelity bonds may be required to be maintained by SMG covering all its employees who handle money.

### **C. Cash And Record Handling Requirements**

If requested by DEPARTMENT, SMG shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the FACILITY, which shall be submitted to DEPARTMENT for approval.

SMG shall be required to maintain a method of accounting in compliance with Generally Accepted Accounting Principles of the FACILITY, which shall correctly and accurately reflect the gross receipts and disbursements received or made by SMG from the operation of the FACILITY. The method of accounting, including bank accounts, established for the FACILITY shall be separate from the accounting systems used for any other business operated by SMG or for recording SMG'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view, which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

### **D. Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, SMG and approved SUB-CONTRACTORS shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. SMG shall not purchase or install the cash

register before obtaining the DEPARTMENT'S written approval of the specific register to be purchased. All cash registers shall have a price display, which is and shall remain at all times visible to the public.

**E. Annual Statement of Gross Receipts and Expenses**

SMG shall transmit certified financial statements for the FACILITY operations, prepared in a form and by a Certified Public Accounting firm acceptable to the DEPARTMENT, on or before January 15<sup>th</sup> for the foregoing calendar year during the term of the AGREEMENT. Notwithstanding the expiration of the AGREEMENT on *Month Date, Year*, the certified financial statements provisions shall survive the expiration of the AGREEMENT and the final certified financial statements shall be filed on or prior to January 15<sup>th</sup> of the calendar year after the expiration of the AGREEMENT. To the extent required by law, the certified financial statements shall set forth an expense account entitled "Compensation to Officers" or an account having some similar title. The amount shown opposite this item shall include all salaries or other compensation paid to officers of the SMG'S corporation, directors, shareholders, any individual owning stock indirectly and other persons employed by SMG to manage the operations or supervise SMG'S employees and members of their respective families where such payment is for services derived from the FACILITY operations by SMG. These salaries or other compensation shall not be indicated in any other expense category.

The annual certified financial statements shall include an attachment containing the following information for each show of the preceding season:

- All actual revenue, categorized by source (i.e. gate, parking, etc.)
- Paid attendance and total attendance

Failure to provide the certified financial statements described above, within the prescribed time allowed, shall be cause for the DEPARTMENT to call for an immediate audit of the FACILITY operations. SMG shall be charged for the full cost of labor, mileage, and materials expended in the investigation and preparation of the audit, plus 30 percent (30%) of said costs for administrative overhead.

All records obtained or created in connection with CITY'S inspections of record or audits, will be or become subject to public inspection and production as public records, except to the extent that certain records or information are not required by law to be disclosed.

All documents, books and accounting records shall be open for inspection and reinsertion at any reasonable time during the term of the AGREEMENT, and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by SMG and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by SMG to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, SMG

shall pay CITY within 30 days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, SMG shall also pay the cost of the audit.

## **SECTION 21. REGULATIONS, INSPECTION, AND DIRECTIVES**

### **A. Constitutional and Other Limits on SMG'S Rights to Exclusivity**

Notwithstanding exclusivity granted to SMG by the terms of this AGREEMENT, the CITY in its discretion may require SMG, without any reduction in rent or other valuable consideration to SMG, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

### **B. Conformance with Laws:**

- a. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the FACILITY;
- b. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
- c. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the SMG'S operations; and,
- d. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

### **C. Permissions**

Any permission required by the AGREEMENT shall be secured in writing by SMG from CITY or the DEPARTMENT and any errors or omissions therefrom shall not relieve SMG of its obligations to faithfully perform the conditions therein. SMG shall immediately comply with any written request or order submitted to it by CITY or the DEPARTMENT.

#### **D. Right of Inspection and Access to Venue**

CITY and the DEPARTMENT, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to SMG as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

1. To determine if SMG is complying with the terms and conditions of the AGREEMENT.
2. To observe transactions between the SMG and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of SMG'S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate SMG to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

#### **E. Control of Premises**

CITY shall at all times retain and possess absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by SMG.

#### **F. Business Inclusion Program**

SMG agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit O). SMG certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. SMG shall not change any of these designated sub consultants and subcontractors, nor shall SMG reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, SMG must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit P) when submitting the Monthly Event Closing Statement. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit Q) and certified correct by the SMG or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT within fifteen (15) working days after completion of the AGREEMENT.

## G. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. SMG shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that SMG estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. SMG further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department of Los Angeles (EWDD), which will refer individuals for interview;
  - b. Interview qualified individuals referred by EWDD; and
  - c. Prior to filling any employment opportunity, the SMG shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the SMG interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the SMG relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. SMG shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that the SMG intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's SMG Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the SMG's subsequent SMG Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject SMG has violated provisions of the FSHO.

## H. CEC Form 50

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit R. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

### Bidder Contributions – City Charter Sections 470(c) (12)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000.00 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

## I. CEC Form 55

CEC Form 55 requires bidders to identify their principals, their subcontractors performing \$100,000.00 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **SECTION 22. SURRENDER OF POSSESSION**

SMG agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by SMG or CITY.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and SMG. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by SMG under the AGREEMENT.

**SECTION 23. NOTICES**

A. To CITY:

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Partnership and Revenue Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, California 90086-0610

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide SMG with written notice of any address change within thirty (30) days of the occurrence of said change.

B. To SMG:

The execution of any notice to SMG by DEPARTMENT shall be as effective for SMG as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the SMG or to any officer or responsible employee of SMG or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to SMG shall be addressed to SMG as follows:

SMG  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: President

And

SMG  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: Counsel

With a copy to (which shall not constitute notice):

SMG  
 Attention: GREEK THEATRE MANAGER  
 2700 North Vermont Avenue  
 Los Angeles, CA 90027

SMG shall provide CITY with written notice of any address change within thirty (30) calendar days of the occurrence of said address change.

#### **SECTION 24. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated AGREEMENT of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. 3/09)
- B. Required Insurance and Minimum Limits
- C. Premises Map
- D. Additional Parking Lots
- E. User Agreement, Revised June 30, 2015
- F. Booking Policy, Revised June 30, 2015
- G. Promoter's Commercial Incentive Program Policy, Established June 18, 2015
- H. Proposer's Financial Reports, Proposal Page 46
- I. Form General No. 87 "Non-Employee Accident or Illness Report
- J. Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs
- K. Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities
- L. Proposer's General and Administrative Expense, Proposal Page 75
- M. 2016 Event Services and Staffing Costs.
- N. Monthly Remittance Advice Form
- O. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- P. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
- Q. Final Subcontracting Report form, Schedule C
- R. CEC Form 50

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, etc.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and SMG has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

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

SMG

BY: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_  
ANTHONY-PAUL DIAZ  
Deputy City Attorney

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

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_

**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### **PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

## **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

## **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

#### **PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

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

	<u>Limits</u>
<p>___ <b>Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC <u>Statutory</u></p> <p>EL _____</p> </div> </div>	
<p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)</p>	_____
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p>	_____
<p>___ <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder’s Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	_____
<p>___ <b>Surety Bonds</b> – Performance and Payment (Labor and Materials) Bonds</p> <p>___ <b>Crime Insurance</b></p>	<p>100 % of Contract Price</p> <p>_____</p>

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Required Insurance and Minimum Limits

Name: Oversight of the Greek Theatre's Open Venue Model

Date: 05/22/2015

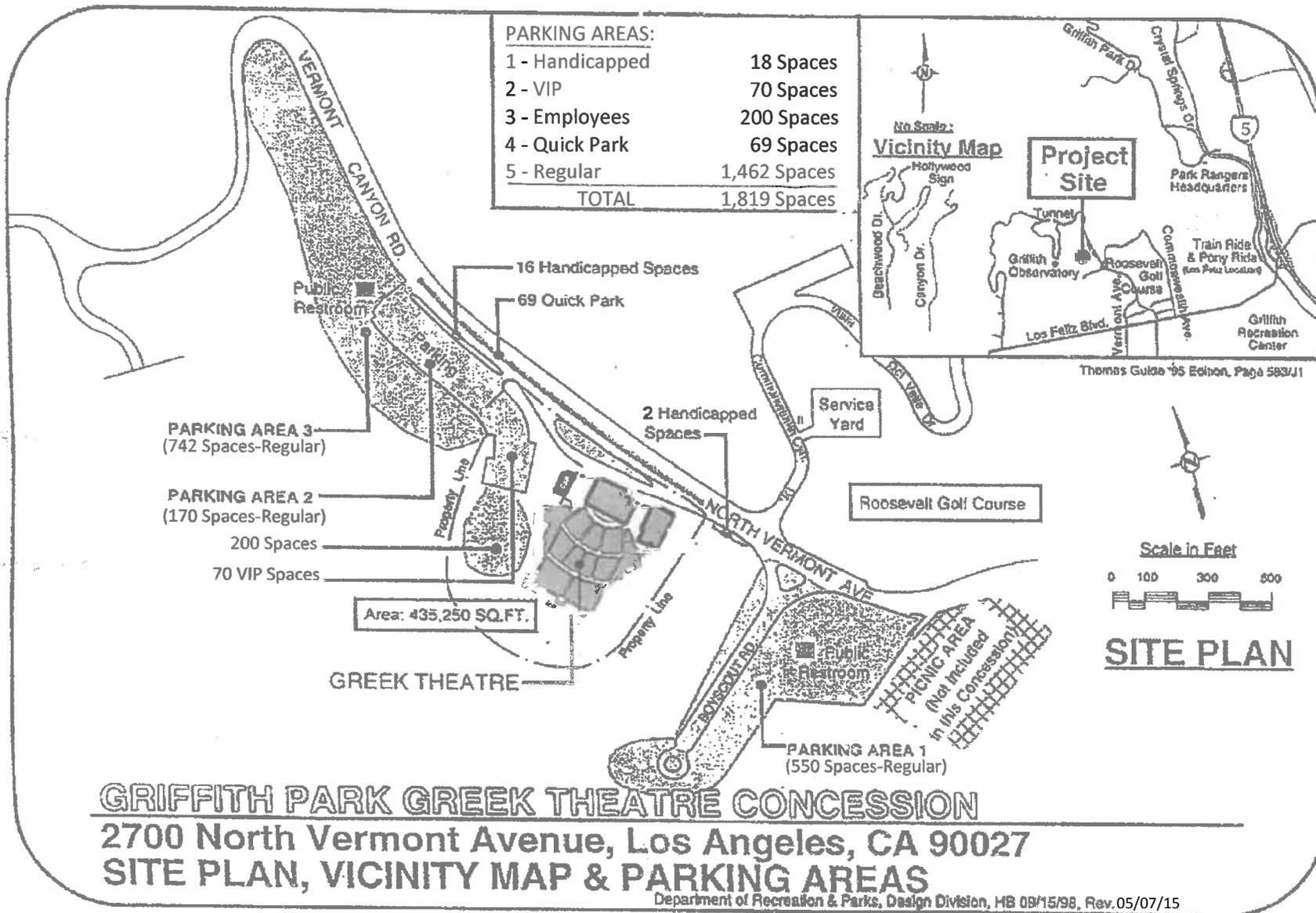
Agreement/Reference: \_\_\_\_\_

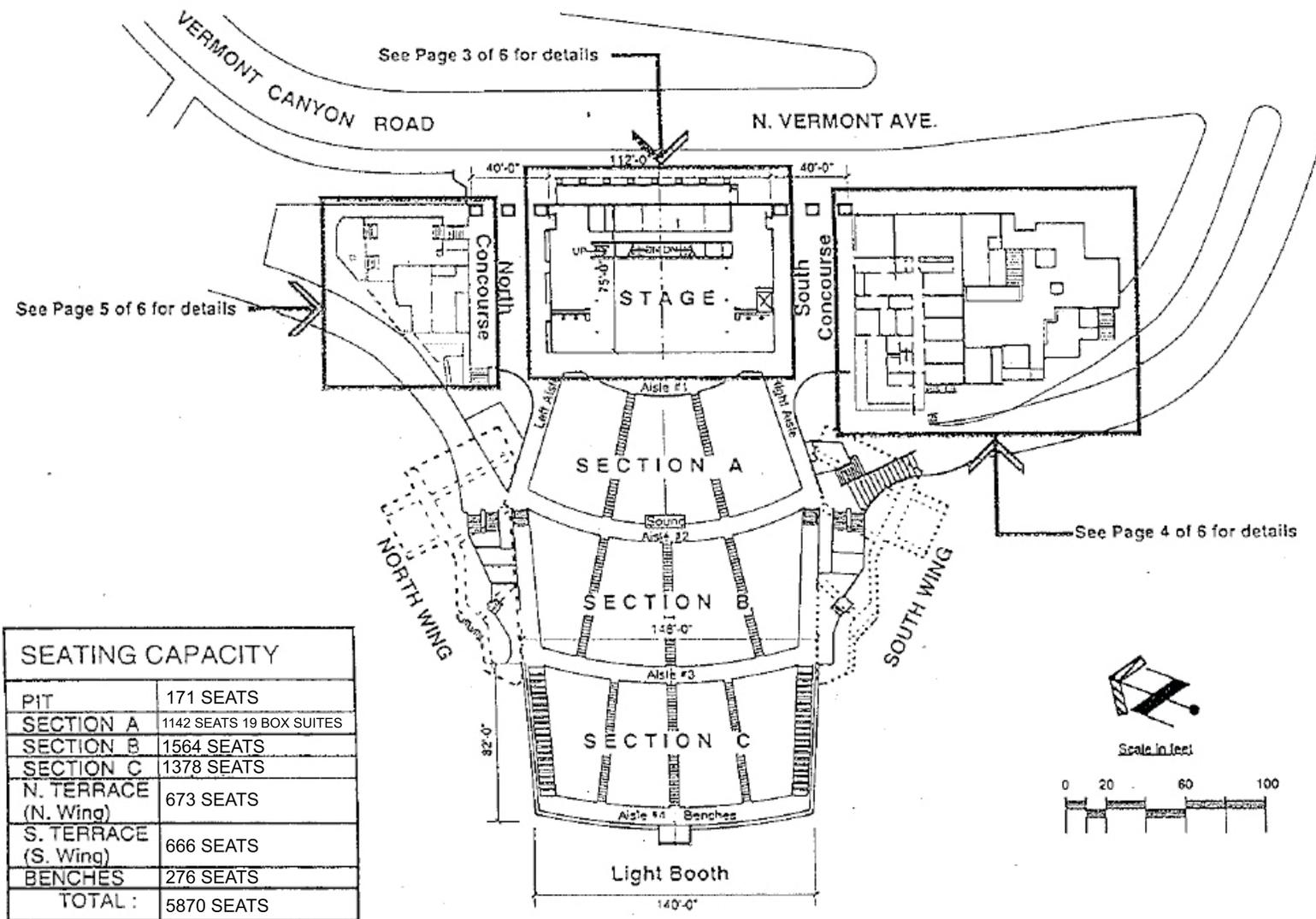
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds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

	Limits
<hr/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$5,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input checked="" type="checkbox"/> Fire Legal Liability <u>100,000</u> <input checked="" type="checkbox"/> Liquor Liability <u>\$1,000,000</u>	
<hr/>	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<hr/>	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input checked="" type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	<u>\$5,000,000</u>
<input checked="" type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<hr/>	
<input type="checkbox"/> <b>Pollution Liability</b>	_____
<hr/>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	<u>100% of the contract price</u>
<input type="checkbox"/> <b>Crime Insurance</b>	_____
<hr/>	

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

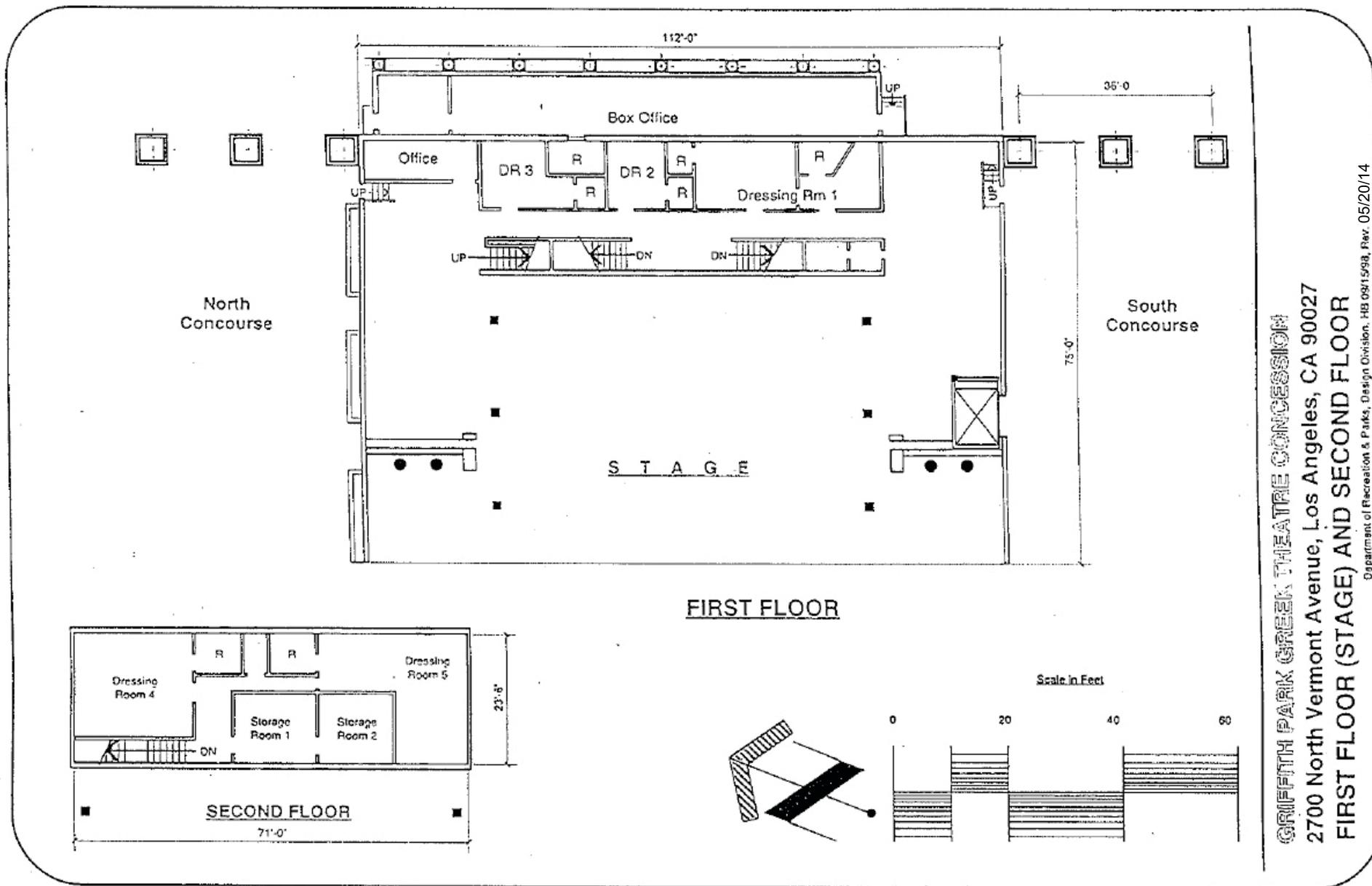
EXHIBIT A





SEATING CAPACITY	
PIT	171 SEATS
SECTION A	1142 SEATS 19 BOX SUITES
SECTION B	1564 SEATS
SECTION C	1378 SEATS
N. TERRACE (N. Wing)	673 SEATS
S. TERRACE (S. Wing)	666 SEATS
BENCHES	276 SEATS
<b>TOTAL :</b>	<b>5870 SEATS</b>

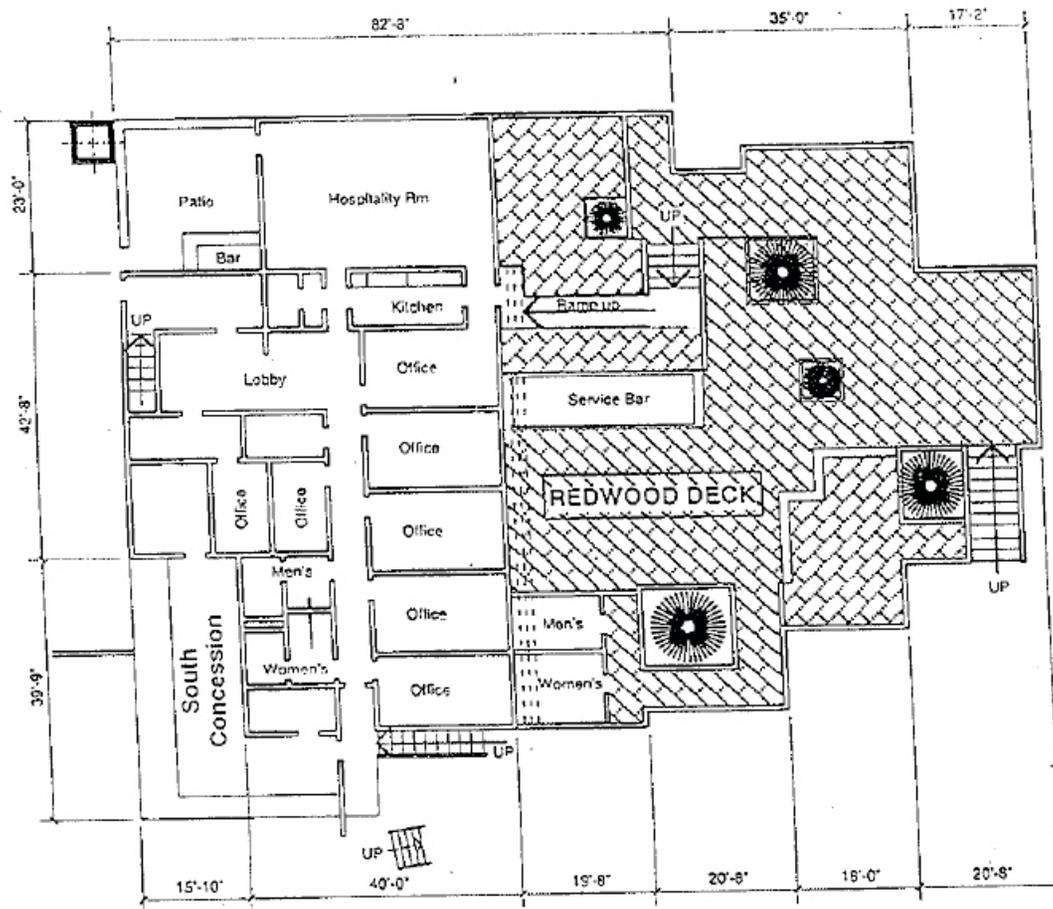
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR PLAN**



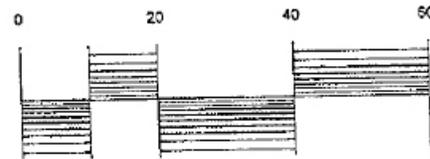
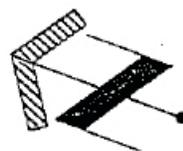
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR (STAGE) AND SECOND FLOOR**

Department of Recreation & Parks, Design Division, HB 0911599, Rev. 05/20/14

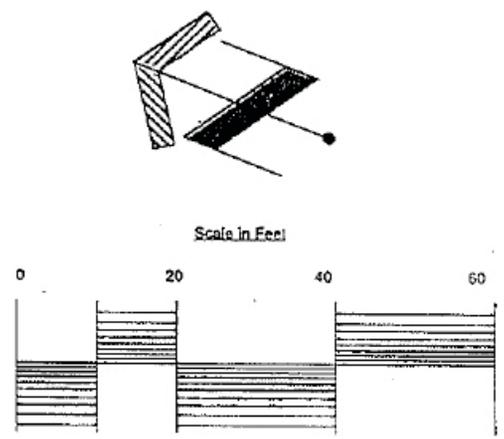
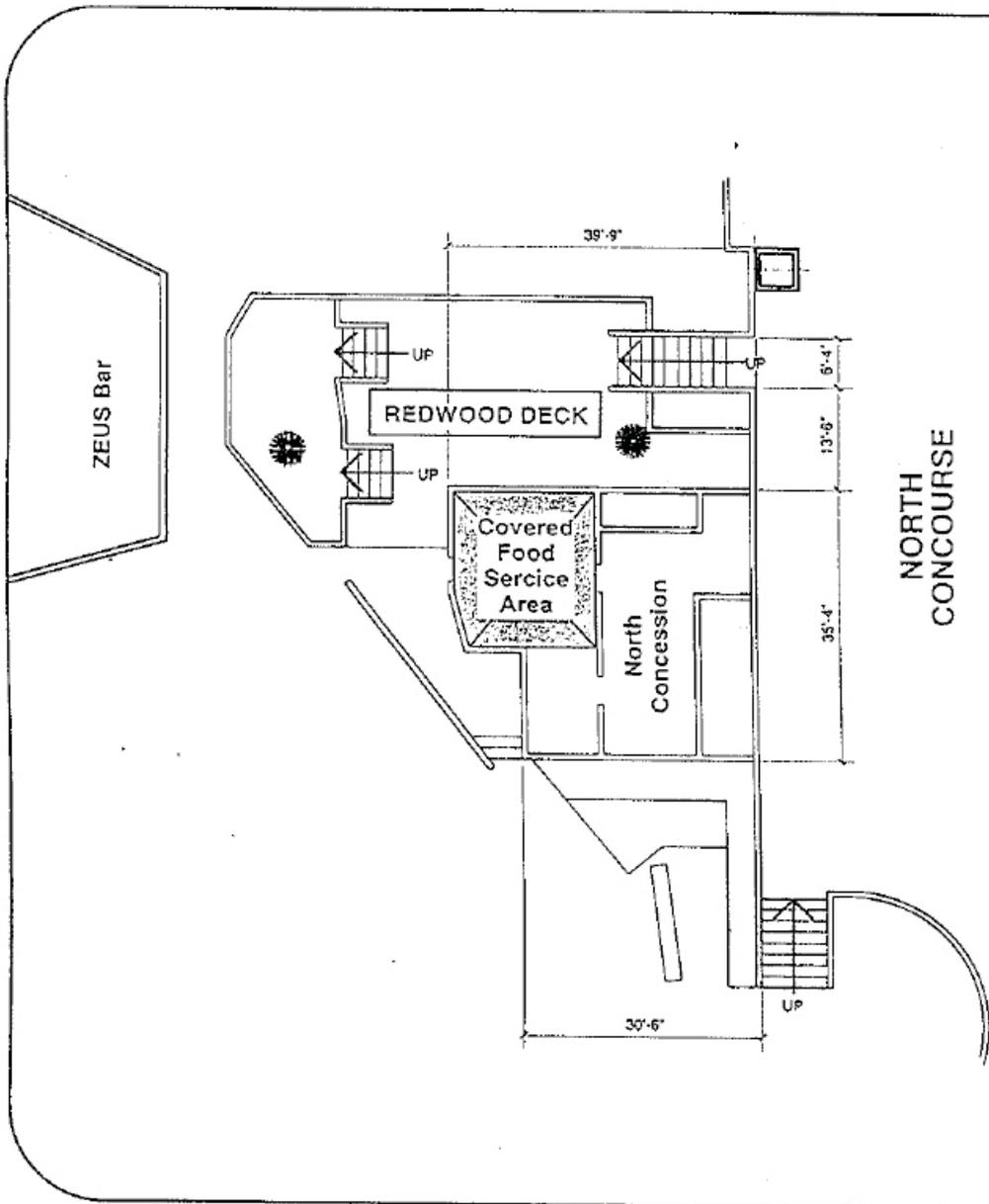
**SOUTH  
CONCOURSE**



Scale in Feet

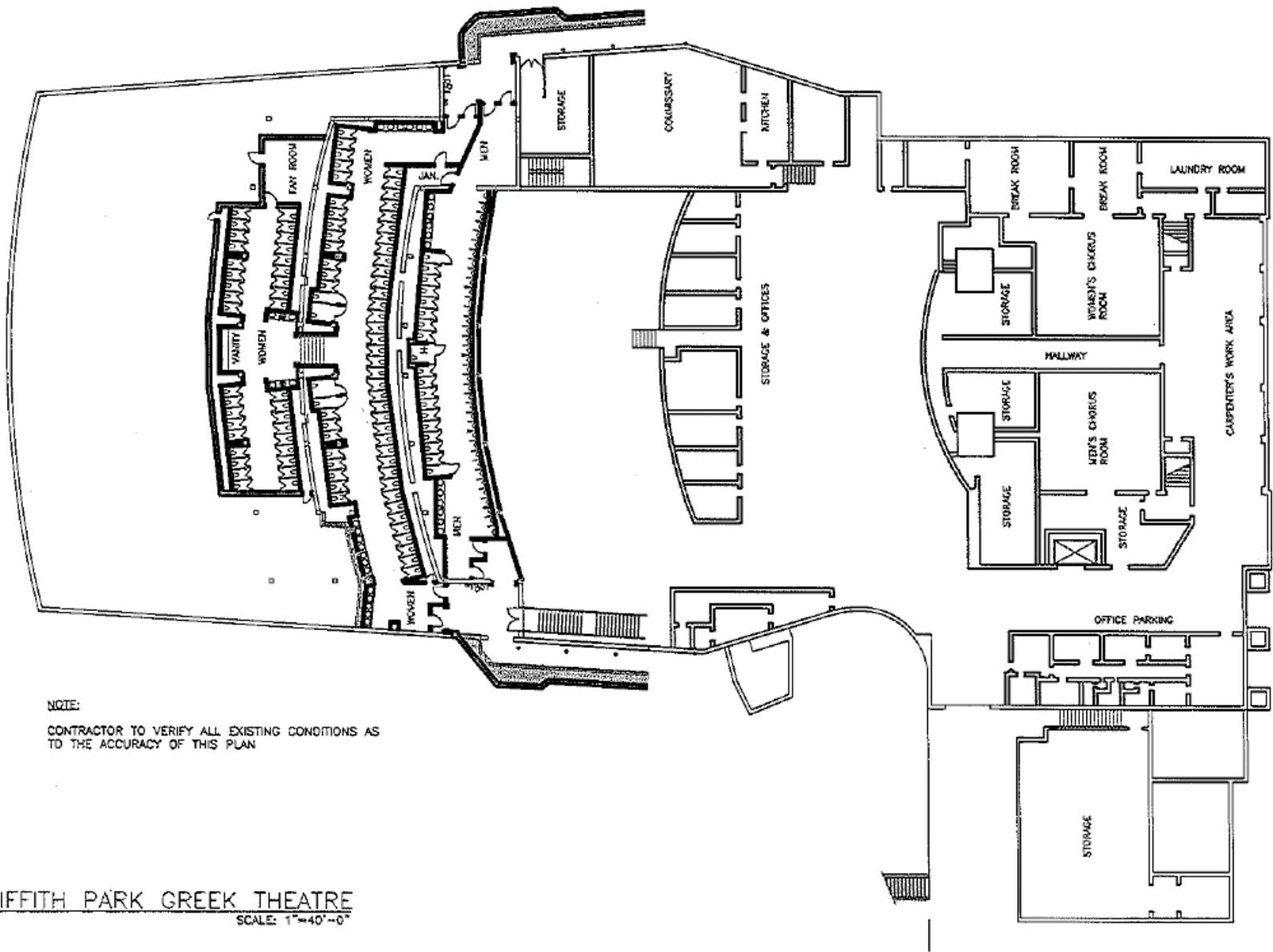


**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / SOUTH WING**



**GRIFFITH PARK GREEK THEATRE CONCESSION**  
2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / NORTH WING**



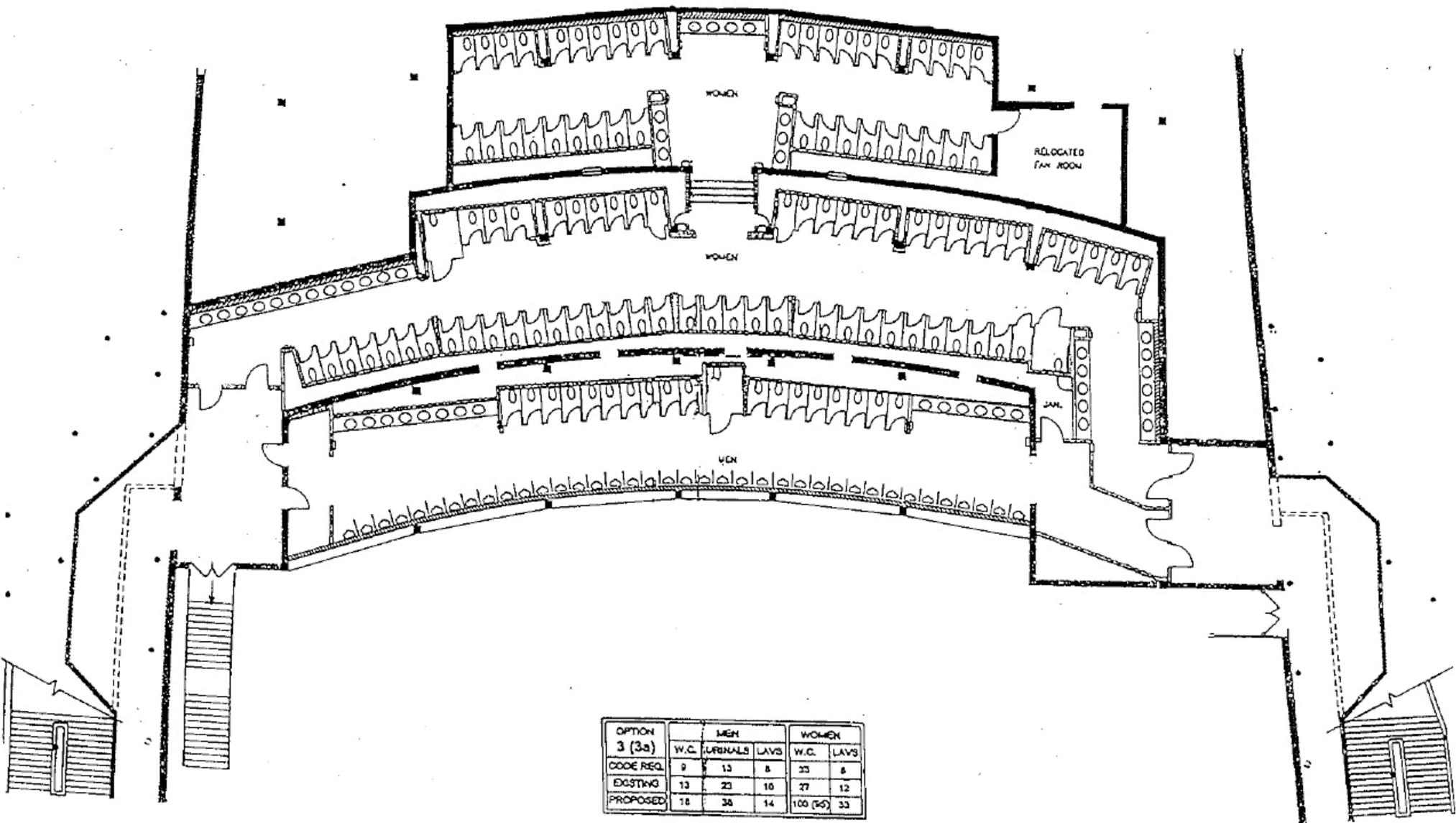


NOTE:

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AS TO THE ACCURACY OF THIS PLAN

**GRIFFITH PARK GREEK THEATRE**  
SCALE: 1"=40'-0"

PROJECT NO.	SHEET TITLE NEW RESTROOM FLOORPLAN	GENERAL MANAGER	DESIGN/DATE	DELTA	REVISIONS	BY	DATE	
FILE NO.	PROJECT GRIFFITH PARK GREEK THEATRE CONCESSION	DIRECTOR OF PLANNING & CONSTRUCTION	DRAWN/DATE				05/20/14	
SHEET NO.	FACILITY ADDRESS 2700 NORTH VERMONT AVE. L.A., CA 90027	CONTRACT ADMINISTRATOR	CHECK/DATE					



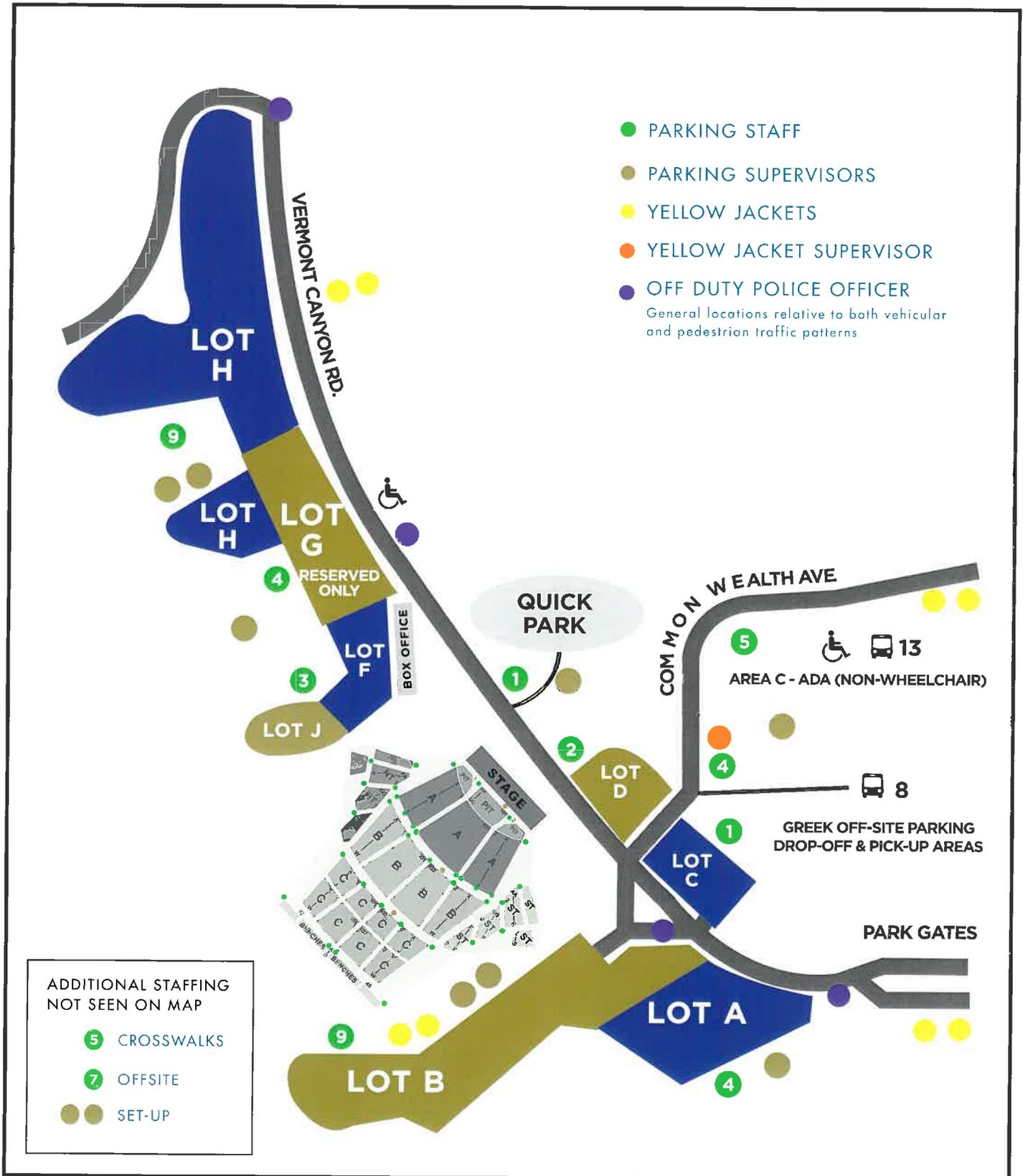
OPTION 3 (3a)	MEN			WOMEN	
	W.C.	URINALS	LAVS	W.C.	LAVS
CODE REQ.	9	13	8	23	8
EXISTING	13	23	10	27	12
PROPOSED	18	38	14	100 (50)	33

**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**MEN'S & WOMEN'S RESTROOMS**

Rev 05/20/14

# SAMPLE EVENT SERVICES PLAN

Below is a site diagram showing the locations of the various personnel by position.



**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Greek Theatre  
User Agreement**

This User Agreement No. \_\_\_\_\_ is made and entered into this day \_\_\_\_\_ of \_\_\_\_20\_\_ by and between the City of Los Angeles, a municipal corporation, acting through its Department of Recreation and Parks ("Department") and [INSERT USER NAME AND ADDRESS] (hereinafter referred to as the "User").

**WITNESSETH:**

**SECTION 1. Permitted Premises and Term**

For and in consideration of the mutual agreements contained herein and subject to its stated terms and conditions, the Department hereby grants a Right of Entry and leases to the User, the Greek Theatre, located at 2700 North Vermont Ave. in Griffith Park, Los Angeles, California, expressly excepting any rights to all parking lots, except for the allotted parking spaces provided in Section 3 of this Agreement.

The term of this User Agreement is for the following day or days **only** and the period during each day as shown:

[INSERT DATES AND TIME, INCLUDING LOAD-IN DATE, IF NECESSARY]

**SECTION 2. Event Information**

The User shall have the right to occupy and use the venue for the following event and no other, and the tenancy shall not be assigned or sublet.

[INSERT HEADLINER ARTIST NAME]

**SECTION 3. Rental Rates**

- a. For each performance, the rental rate shall be either eleven percent (11%) of the gross gate receipts (less applicable taxes) or the minimum rental rate of Twenty-Five Thousand Dollars (\$25,000.00), whichever is greater. In no event shall the maximum rental rate for each performance exceed Thirty-Five Thousand Dollars (\$35,000.00). Should the same artist have multiple performances on the same day, the rental rate for each subsequent performance on the same day shall be at a flat rate of Fifteen Thousand Dollars (\$15,000.00) per subsequent performance.
- b. These minimum rental rates shall apply for all contracted days, inclusive of "dark" days. Additionally, a fixed charge of Two Thousand Five Hundred Dollars (\$2,500.00) will be assessed for every move in and move out day that does not

occur on the performance day. The advance deposit for this engagement is Twenty-Five Thousand Dollars (\$25,000.00).

- c. Rental rate includes a total of twenty-five (25) parking spaces for vehicles and artists' tour buses. Each additional parking space is Twenty-Five Dollars (\$25.00).
- d. Move-in and move-out dates must be arranged with the Department, and will be subject to availability of the premises and conditioned upon the User paying all costs as stated in the below table. If a definite booking of a rehearsal date or move-in or move-out date is authorized before or after the performance date, the User shall pay Two Thousand Five Hundred Dollars (\$2,500.00) for each such reserved date in addition to all applicable costs. \* In no case shall the load in for any performance be authorized to begin prior to 7:00 AM.

e. Rental Rate Table:

		Commercial Rental Rate (Those organizations promoted and/or sponsored by a commercial group organization)			Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)			Load-In/Out Rate
		(A) Admission Charged Minimum	(B) No Admission Charged vs %	(B) Minimum	(C) Admission Charged Minimum	(D) No Admission Charged vs %	(D) Minimum	
Venue	Capacity							
Greek Theatre	5,801	\$25,000	11%	\$35,000	\$7,500	8%	\$5,000	\$2,500

**SECTION 4. Fees**

All fees due to the Department must be remitted to:

**Department of Recreation and Parks  
Two California Plaza  
350 South Grand Ave., 46<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Desiree Perez**

**A. Commercial Rental Rate, with Admission Charged (A):**

1. In addition to the rental rates in the table above, the User agrees to reimburse the Department for any and all labor utilized for this event at a House Flat Rate of Twenty-Five Thousand Dollars (\$25,000.00). The House Flat Rate includes labor costs for ushers, ticket takers, security, cleaning, police, emergency

medical services, box office staff and leasing costs associated with the house sound and lighting. The House Flat Rate expressly excludes the costs of stagehands which must be secured through the existing contracts with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union), Local 857 (Treasurers and Ticket Sellers Union), Local 706 (Make-up Artists and Hair Stylists Guild) and Local 768 (Theatrical Wardrobe Union). The House Flat Rate also expressly excludes the costs of private security employed for personal protection of artists or not related to public safety.

2. The House Flat Rate covers the event with doors opening at 6:30 PM and the performance ending no later than 11:00 PM. Additional labor costs of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) per half (1/2) hour will apply for earlier door opening times prior to 6:30 PM.
3. The User shall file with the Department, at least ten (10) days prior to holding an event, a full and detailed outline of all facilities required, all stage requirements, the chair set up and such other information required by the Department concerning the booked event. The Department shall determine the final minimum number of, and use of, ushers, ticket takers, security, cleaning, police, emergency medical services and box office staff for those employed to handle and govern the conduct of all in attendance at the User's event. Should it be determined that these requirements exceed the House Flat labor, additional charges may apply.
4. For each contracted day, any additional security required shall be at the User's expense during non-performance hours.
5. Incidental expense billings may be subject to an eighteen percent (18%) per annum interest charge if not paid within thirty (30) days of invoice billing. The Department will have access to ticketing information on this event regarding attendance and dollars.
6. The User also shall pay to the Department, on demand, any other and further sums which may become due to the Department on account of special facilities, equipment, material, or extra services furnished or to be furnished by the Department at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. Such extra services or facilities to be paid include, but are not limited to, labor required for User's use of facilities such as stagehands, public address operators, ushers, ticket takers, guards, administrative charges on labor, and service charges (if used) for special equipment required in the setting up, operation and striking of the event. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due the Department under the terms of this User Agreement, then the Department may apply the proceeds of the security deposit.

7. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy, and further agrees to furnish the Department, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by Department.
8. Time is of the essence with reference to all payments. Any extra time desired by User not provided for by this User Agreement must be first allowed and approved in writing by the Department and must be paid for in accordance with the schedule of fees.
9. A Seven Dollar (\$7.00) Facility Access Fee may be added to the price of each ticket sold. A Five Dollar (\$5.00) Facility Maintenance Fee must be added to the price of each ticket sold. These fees shall be paid to the Department.
10. Any complimentary tickets set aside by the User and for the User's use shall be marked as such on both portions of any ticket stub. Any tickets not marked accordingly will be counted as "sold" and the Facility Access Fee ("FAS") and Facility Maintenance Fee ("FMF") will be collected.

**B. Commercial, with no admission charged (B) and Community Rental Rates (C) & (D):**

1. In addition to the rental rates in the above table, the User agrees to reimburse the Department for any and all labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound and lighting. These costs will be determined on an event by event basis.
2. The User also shall pay to the Department, on demand, any other and further sums which may become due to the Department on account of special facilities, equipment, material, or extra services furnished or to be furnished by the Department at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. Such extra services or facilities to be paid include, but are not limited to, labor required for User's use of facilities such as stagehands, public address operators, ushers, ticket takers, guards, administrative charges on labor, and service charges (if used) for special equipment required in the setting up, operation and striking of the event. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due the Department under the terms of this User Agreement, then the Department may apply the proceeds of the security deposit.

3. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy, and further agrees to furnish the Department, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by Department.
4. Time is of the essence with reference to all payments. Any extra time desired by User not provided for by this User Agreement must be first allowed and approved in writing by the Department and must be paid for in accordance with the schedule of fees.

### **SECTION 5. Security Deposit**

The User shall furnish to the Department a certified check or company check payable to **The City of Los Angeles, Department of Recreation and Parks**, or electronically transfer funds to **The City of Los Angeles, Department of Recreation and Parks** or maintain an irrevocable letter of credit for the concert season from a bank, or other security acceptable to the Department, in the amount of One Hundred Thousand Dollars (\$100,000.00) guaranteeing performance of all the provisions of this User Agreement, including the anticipated indebtedness of the User to the Department, any debts, accounts, and amounts as may accrue beyond the guaranteed minimum rent, and payment of all claims for injuries to persons or property including the personnel, equipment used, damages to police equipment, uniforms, property of concessionaires, advertisers, other Users, security and maintenance firms, etc. A letter of credit must be in a form acceptable to the Department and be capable of being drawn for a minimum of ninety (90) days following the last date of tenancy. Said certified check or company check or electronic fund transfer or letter of credit shall be delivered to the Department at least ten (10) days prior to the opening date of the event. Any proceeds remaining after the settlement of the amount owed Department will be returned to the User.

### **SECTION 6. Rules & Regulations**

It is understood and agreed that the Department hereby reserves the right to control and manage the Greek Theatre and to enforce all necessary and proper established rules for its management and operation and for its authorized representatives to enter any portion of the Greek Theatre and on any occasion, provided that the Department and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy. The Department also reserves the right, but not the duty, to safely and reasonably have any objectionable person or persons removed from the premises and the User hereby waives any and all claims for damages against the Department or any and all of its officers, agents or employees resulting from the exercise of this authority. The Department reserves the right to manage and control all parking facilities on the Greek

Theatre property or leased by the Department at all events held at the Greek Theatre. Notwithstanding the foregoing, the Department will make such parking facilities available to event patrons during the User's event (at such prices determined by the Department).

The standard door opening at the Greek Theatre shall be one and a half (1 ½) hours prior to the advertised start time of the show; this may be adjusted as necessary with advance notice by the User to the Department but may be subject to additional fees.

Performances must end no later than 10:30 PM, unless prior written permission has been granted by the Department. In no case, however shall a performance extend past 11:00 PM. A ten (10) minute warning will be given to the User prior to the agreed upon ending time. Should the performance for whatever reason fail to end at the agreed upon ending time, the Department reserves the right to cut power, and assess a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the agreed upon ending time. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

If rigging is required for this event; it must meet the EXHIBIT Number XX specifications and be approved by the Department.

Special stage effects involving pyrotechnic displays (including fireworks and flash powders) are prohibited except by special fee City permit from the Fire Prevention Bureau (see attached EXHIBIT Number XX). If a pyrotechnic display is required, arrangements must be made through the Los Angeles Fire Department at the User's expense. Determination of the necessity or advisability of using police, fire and paramedic personnel shall be solely within the judgment of the safety levels as determined by the Department, Los Angeles Police Department, and Los Angeles Fire Department.

The User shall use and occupy the venue in a safe and careful manner and shall comply with all applicable Municipal, State, and Federal laws, rules and regulations pertaining to the City of Los Angeles, the Department of Recreation and Parks and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities as may be in force and effect during the tenancy. The User shall not use said premises or any part thereof for the operation of a checkroom, for the possession, storage, or sale of liquor (except with the permission of the Department and according to law), or for any unlawful or improper purpose or in any manner so as to injure persons or property in, on, or near the premises. User shall not do any act or suffer any act to be done during the term of this User Agreement which will in any way mark, deface, alter or injure any part of the Greek Theatre.

All portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public utilities on the premises shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, or openings into any place in the structure, including,

hallways, corridors, and passageways, also house lighting attachments, shall in no way be obstructed by the User.

The Department will be responsible for traffic control working in conjunction with the City's Department of Transportation (DOT).

The Department assumes no responsibility whatsoever, for any property placed in said premises, and said Department is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this User Agreement. All watchmen or other protective service desired by the User must be arranged for by special agreement with the Department with due diligence taken for the receipt, handling, care or custody of any property shipped or otherwise delivered to the Greek Theatre, either prior to, during, or subsequent to the User's occupancy. The City and its officers, agents, and employees shall act solely for the accommodation of the User and neither the City nor its officers, agents, or employees shall be liable for any loss, damage, or injury to such property.

The Department shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by User shall, after a period of thirty (30) days from the last day of tenancy hereunder, be deemed abandoned and at the Department's sole option, become the property of the Department, without further notice.

In the event any portion of the Greek Theatre is not vacated at the end of the term of this rental, then the Department shall be and is hereby authorized to remove articles from the venue, at the expense of the User. The Department shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of by the City and it and its agents, employees and officials are hereby expressly released from any and all claims for such loss or damage. The Department will notify the User of any equipment or articles inadvertently left by the User and provide the User with a reasonable opportunity to remove same prior to removal or disposal by the Department. Upon termination of this Agreement, the User will deliver back to the Department the venue in as good condition and repair as it was received and in conformance with the Department's guidelines. Should the User fail to return the venue in as good condition and repair as it was received, any necessary and reasonable amounts owed and due the Department under the terms of this User Agreement may be subtracted from the User's security deposit.

Notwithstanding exclusivity granted to User by the terms of this Agreement, the City in its discretion may require User, without any reduction in rent or other valuable consideration to User, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing,

proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

#### ADA – Americans with Disability Act Requirements:

The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act (“ADA”) and that the User is subject to the provisions of Title III of the ADA (including all revised regulations dated September 15, 2010 and effective March 15, 2011). Concerning compliance with the ADA and all regulations thereunder, the City is responsible for the permanent building access requirements; such as wheelchair ramps, elevators, restrooms, doors and walkways. The User is responsible for the non-permanent accessibility standards and requirements, such as, but not limited to, seating accessibility, ticketing, ticket pricing, sign language interpreters, signage and all other auxiliary aids and services customarily provided by the User. The User and User’s ticketing company shall comply with the ADA and all regulations thereunder.

Tickets for unsold accessible seating may be released for sale to individuals without disabilities: 1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold; 2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or 3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category. User represents that it has viewed or otherwise apprised itself that such access to the premises and common areas and accepts such access, common areas and other conditions of the premises as adequate for User’s responsibilities under the ADA. The User shall be responsible for ensuring that the space rented by City to User complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as the User modifies, rearranges or sets up in the facility in order to accommodate the performance produced by the User. The User shall be responsible for any violations of the ADA that arise from User’s reconfiguration of the seating areas or modification of other portions of the premises in order to accommodate User’s engagement. The User shall be responsible for providing auxiliary aids and services that are ancillary to its production and for ensuring that the policies, practices and procedures it applies in its production are in compliance with the ADA.

#### **SECTION 7. Ticketing Agent and Tickets**

The User will select its preferred ticketing agent for any performance. The selected ticketing agent must have systems infrastructure at the Greek Theatre to manage ticket sales for this performance and to provide the required reports for each performance in a timely manner as determined by the Department. The ticketing agent is required to bear all costs for installing and maintaining the necessary equipment and infrastructure to provide ticketing services.

The User shall provide the Department with an authenticated ticket manifest showing the number and types of tickets printed. The User is also accountable for reporting unsold tickets and providing them for verification on request of the Department. The User shall be responsible for ticket security; therefore, any tickets lost, stolen, or missing shall be considered as sold for purposes of computing gross revenues and the Facility Access Fee and Facility Maintenance Fee. Any complimentary tickets set aside by the User for the User's use shall be properly documented and deducted separately by specific quantities from the reported amounts of sold tickets.

The User shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the area than can be lawfully and safely seated or moved about, with the final decision vested in the Department. \* The maximum allowable venue capacity as of 2015 is 351 (General Admission) and 5,801 Reserved.

### **SECTION 8. Broadcasting & Advertising Rights**

This Agreement includes rights to broadcast from the Greek Theatre. Broadcast is defined as the "the dissemination of video, film or radio content via electronic means including but not limited to high definition, standard and cable television, radio, web casting, web streaming, down loads, and/or other forms of digital transmission, digital broadcast or digital distribution effectuated by means of the internet in all forms of television media now and hereafter known." All such rights are expressly granted to and and/or reserved by the Department. The Department authorizes the right to broadcast this event, and a separate location release will be issued for this engagement.

This User Agreement does not include any advertising rights pertaining to the venue in favor of the User. The Department retains all rights to sell or lease advertising on the premises, and to determine whether any incidental display of products, logos, etc., may conflict with the Department's rights. The Department shall not permit any display on the premises of an objectionable nature, in the sole and absolute discretion of the Department.

The Department further reserves the right to make or record any photographs, audio or video at the venue for its own personal use or for the customary advertising and publicity, subject to any applicable required approval(s) from the performing artist.

Except for announcement of upcoming concerts at the Greek Theatre, or events in which the User is promoting or advertising for artists performing at the event, the User shall not distribute fliers, brochures, petitions, surveys or literature of any kind nor sell or cause to be sold or sampled pamphlets, novelties, curios, souvenirs, or similar items at or in the Greek Theatre, except upon written permission of the Department.

## **SECTION 9. Sound, Video & Lighting**

The Department will provide basic house sound, video displays and lighting systems at the venue. The User will be responsible for providing any additional sound systems, video displays and lighting systems required for the event.

During the performance, the oversight management company will work in conjunction with the User to monitor sound levels. Sound levels that exceed 95dBA, sustained over any three (3) minute interval, the User will be given a warning to lower the sound. If additional violations occur, monetary penalties shall apply as set forth below. A noise monitoring data report showing sound readings each minute shall be generated at the conclusion of each performance. At the end-of-show settlement, the noise monitoring data report will be used to document all violations of the sound level limit that occurred during the performance. If any violations occurred, the following penalties shall apply:

First Offense: Shall be a warning during the performance to lower sound levels to 95dBA.

Second Offense: Shall be a Five Thousand Dollar (\$5,000.00) fine.

Third Offense: Shall be a Seven Thousand Five Hundred Dollar (\$7,500.00) fine.

Subsequent Offenses: Shall be Ten Thousand Dollars (\$10,000.00) per violation.

## **SECTION 10. Department Staffing**

The Department agrees to furnish at no extra charge to the User, the following services as needed: general house sound and lighting, video displays, the services of the venue oversight management staff and parking lot attendants. The User understands and agrees that during the term of this Agreement other productions or events may be held in other parts of the Greek Theatre, which may not be included in this Agreement, and which shall not unreasonably interfere with the User's activities.

## **SECTION 11. Food and Beverage**

The User shall not sell or cause to be sold items of food or drink at or in the Greek Theatre, without written permission. Food and beverage sales are in the exclusive rights of the Department. The Department must approve any and all sampling requests, with such approval not to be unreasonably withheld if they are made at the request of artist's tour sponsors. The artist(s) may travel with a tour caterer and shall pay no buy-out for such right.

## **SECTION 12. Artists Merchandise Sales**

With regard to artists merchandise sales, in the event that such sales are permitted, the User must arrange for the Department's Food and Beverage Concessionaire (Concessionaire) to handle sales on behalf of the artists. The percentages from artists merchandise sales are determined between the artists and the Concessionaire. Neither

User nor Department will receive any monetary benefits from the sale of artists' merchandise.

### **SECTION 13. Notices**

Any notice or formal communications between the Department and the User shall be made in writing and will be deemed sufficiently rendered or given when made or sent by e-mail to:

Email: [lagreektheatre.booking@lacity.org](mailto:lagreektheatre.booking@lacity.org)

### **SECTION 14. Legal Authority**

User assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this User Agreement. The person or persons signing and executing this User Agreement on behalf of User, do hereby warrant and guarantee that he/she or they have been fully authorized by User to execute this User Agreement on behalf of User and to validly and legally bind User to all the terms, performances, and provisions herein set forth:

- A. Standard Provisions for City Contracts (Rev. 3/09), excluding PSC-33 and PSC-34.
- B. Insurance Requirements Form
- C. [INSERT ADDITIONAL EXHIBITS AS NEEDED, SUCH AS RIGGING OR SPECIAL EFFECTS APPROVALS/PERMITS]

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this User Agreement to be executed on its behalf by its duly authorized Department of Recreation and Parks, and User has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Recreation and Parks:

**BY:** \_\_\_\_\_  
**General Manager or Designee**

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

**[INSERT USER NAME]**

**BY:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

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

**BTRC:** \_\_\_\_\_

**APPROVED AS TO FORM:**  
**MICHAEL N. FEUER, City Attorney**

**BY:** \_\_\_\_\_

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

**City Attorney**

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **PSC-9. WAIVER**

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

#### **PSC-10. TERMINATION**

##### **A. TERMINATION FOR CONVENIENCE**

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

##### **B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### **PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

## **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

## **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

## **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

#### **PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

### **PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

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

	<u>Limits</u>
<p>___ <b>Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC <u>Statutory</u></p> <p>EL _____</p> </div> </div>	
<p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)</p>	_____
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p>	_____
<p>___ <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder’s Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	_____
<p>___ <b>Surety Bonds</b> – Performance and Payment (Labor and Materials) Bonds</p> <p>___ <b>Crime Insurance</b></p>	100 % of Contract Price _____

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: Greek Theatre User Agreement

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

	WC	<u>Statutory</u>
	EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** \_\_\_\_\_ \$5,000,000

Products/Completed Operations

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

Sexual Misconduct \_\_\_\_\_

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

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____

**Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

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

**Other:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Los Angeles**  
**Department of Recreation and Parks**  
**General Booking Policy for the Greek Theatre**

## RESERVATIONS

Filling out and returning the venue rental application will ensure your reservation is placed in date receipt order on the master calendar of events and programs for the Greek Theatre (“Venue Calendar”). Venue rental applications can only be submitted by email at [lagreektheatre.booking@lacity.org](mailto:lagreektheatre.booking@lacity.org).

### A. Reserving and Holding Dates on the Venue Calendar

To place a hold on the Venue Calendar, an applicant must provide the headlining act name and will be placed in the first available hold position. Should an applicant wish to change the headlining act name, and there is (are) additional date holder(s) behind you, then the applicant’s hold will be released and will be placed in the last hold position along with the new headlining act’s name.

### B. Challenge Policy

An applicant in the first hold position cannot be challenged if the minimum rent deposit has been received (see rental rates below for appropriate minimum rent deposit amount). An applicant who has not paid the minimum rent deposit may be subject to the following challenge policy.

Prior to signing the User Agreement, any applicant behind the first hold position may issue a “challenge” to the first date holder’s position. The challenger will be required to submit a certified check or a company check made payable to: **The City of Los Angeles, Department of Recreation and Parks**, or electronically transfer funds to **The City of Los Angeles, Department of Recreation and Parks** in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the challenge fee. The challenged holder may meet the “challenge” within forty-eight (48) business hours by providing a matching certified check or company check payable to: **The City of Los Angeles, Department of Recreation and Parks** or electronically transfer funds to **The City of Los Angeles, Department of Recreation and Parks**, in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and executing the User Agreement. If the challenge is met, the challenger fee will be returned to the challenger.

If the challenged applicant fails to meet the challenge, the applicant’s position will be immediately surrendered and the successful challenger will become the confirmed act. The challenge fee will be applied to the event (rent and incidental expenses) and is not refundable nor is it transferable to any other event or date. Contracted dates with appropriate fees paid cannot be challenged.

*Please note: The act associated with this challenge MUST be the headliner on this date. Should the act not become the headliner, the date may be lost.*

**City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre**

**RENT/DEPOSITS AND FEES**

To issue a User Agreement, the advance or minimum rent is due. A second deposit, which will go against incidentals, such as the House Flat Rate for labor, will be due thirty (30) calendar days prior to the event date. All funds must be paid by a certified check or a company made payable to: **The City of Los Angeles, Department of Recreation and Parks** or electronically transferred to **The City of Los Angeles, Department of Recreation and Parks**. *Please Note: Multiple Dates require the minimum rent per day.*

Venue Capacity	Commercial Rental Rate (Those organizations promoted and/or sponsored by a commercial group organization)		Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)		Load-In/Out Rate
	Admission Charged Minimum	No Admission Charged %	Admission Charged Minimum	No Admission Charged %	
5,801	\$25,000	11%	\$35,000	8%	\$2,500

**CANCELLATION**

If the promoter wishes to cancel a contracted event, the advance deposit is forfeited and will not be returned to the promoter.

**SELECTED VENUE RULES AND REGULATIONS**

Presenter is responsible for all event related labor expenses as defined in the User Agreement. Event Load-in shall not occur prior to 7:00 AM. Performances must end no later than 10:30 PM, unless prior written permission has been granted by the Department but in no case shall a performance extend past 11:00 PM. The Department reserves the right to cut power to any performance past 11:00 PM. A ten (10) minute warning will be given to the User prior to the agreed upon ending time. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

**INSURANCE**

Insurance is required. The Required Insurance and Minimum Limits, Exhibit A, identifies the requirements. Instructions and Information on Complying with City Insurance Requirements, Exhibit B, is provided for your insurance agent or broker’s use. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

**City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre**

**TICKETING**

Ticket sales must not take place before the advance deposit is received and the User Agreement has been executed. Prior to ticket distribution, all complimentary tickets must be marked as such on both portions of the ticket stubs; otherwise, they will be counted as "sold" and the Facility Access Fee and Facility Maintenance Fee will be collected.

**ADVERTISING**

Advertising must not take place before the advance deposit is received and the User Agreement has been executed.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: Greek Theatre User Agreement

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** \_\_\_\_\_ \$5,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

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

**Other:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF LOS ANGELES****INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**City of Los Angeles  
Department of Recreation and Parks  
2016 Commercial Incentive Program**

The following is a term sheet that would allow for a Promoter/Agent ("User") renting the Greek Theatre ("Greek Theatre") for the presentation of commercial concerts to receive an incentive for those events in 2016. In order to qualify for this program, the User must enter into a contract, in a form acceptable to the City of Los Angeles Department of Recreation and Parks ("Department"), reflecting the terms described below, and other provisions standard in City contracts.

Qualifying Events:

A User must present a minimum of twenty (20) commercial events before an incentive is earned.

Additional Terms:

1. This program is limited to ticketed commercial events and is not applicable to events booked under the Community Rental Rates.
2. Each performance is considered a separate event if it meets the above requirements where a performance has a discrete audience for a discrete period of time in which a ticket is used for admittance.
3. The Greek Theatre User Agreement shall only have one User named and only the agreements with said User shall be counted toward the required number of qualifying events.
4. All other rental terms as defined by Department apply including the terms in the standard User Agreement.
5. This is the only form of commercial incentive program recognized by the Department. The Department will review the incentive program requirements on an annual basis and retains the right to modify the incentive program in the future as it sees fit in the best interests of the Department, subject to rights under an existing contract.

**City of Los Angeles  
Department of Recreation and Parks  
2016 Commercial Incentive Program**

**Incentive Payment Schedule:**

Minimum number of qualifying events is twenty (20) in the concert season. Incentives are retroactive to the first qualifying event once the minimum twenty (20) commercial events have been achieved. Incentive payment will be calculated as a percentage of the adjusted gross ticket sales. The adjusted gross ticket sales is the amount of the total tickets sold less the Department's Facility Access Fee and Facility Maintenance Fee. Incentive calculations apply only to one specific incentive tier and are not retroactive to prior incentive tiers.

<b>Incentive Tier</b>	<b>Number of Commercial Events</b>	<b>Incentive Percentage</b>
Qualify Events	1 - 20	1.5% of Adjusted Gross Ticket Sales
One	21 - 30	2.0% of Adjusted Gross Ticket Sales
Two	31 - 40	2.5% of Adjusted Gross Ticket Sales
Three	41 +	3.0% of Adjusted Gross Ticket Sales

## FINANCE AND ADMINISTRATIVE SYSTEMS AND PROCEDURES

We accept the highest level of fiduciary responsibility and accountability to the clients we serve. Our ability to meet that standard is unique in the industry.

- + Our Corporate Finance Department provides supervision and support in all fiscal areas including internal controls, risk management, data processing, audit and cash management. A comprehensive accounting manual created by our financial professionals offers the staff at our facilities a complete set of procedures and policies to be followed.
- + When a facility joins our network, its monthly financial statement is formatted to comply with both the client's requirements and our standards. This ensures that the revenues are collected for each event and enables us to identify weak areas and evaluate changes to improve performance. A standard payroll system is also implemented to make sure that all labor related expenses for a particular event or project are recorded appropriately.
- + Internal audit reviews are conducted annually, often unannounced, and address all areas tangibly affecting the bottom line: box office, concessionaire operations, cash management, payroll, purchasing, etc. These audits examine the facility's operation for opportunities to improve.
- + Our management team, with input from our client and key corporate administrators, prepare yearly statements of facility objectives, which are then incorporated into fiscal yearly plans encompassing issues such as cash flow management, short-term investment strategies, tax planning and payroll administration.
- + Yearly budgets, including capital improvement requests, are submitted to our governmental partners for review and approval. They contain a condensed income statement, an event analysis, and a management fee calculation, along with key facts, assumptions, and trend analysis on which the budget was based.
- + We also prepare annual and monthly cash-flow projections so that appropriate funding is obtained. Our Finance Department has established a standardized box office sales report to track sales for ticketed events in the months and weeks before the events. These "flash" reports provide a snapshot of each event and its success, along with monthly cash forecast which allows us to monitor adherence to our policies and procedures for controlling cash to ensure maximization of investment earnings.

Information regarding cash management and banking procedures is contained in the Finance Department Procedures Manual. It is available upon request.

## FACILITY ACCOUNTING SYSTEMS - MONTHLY FINANCIAL STATEMENT REPORTS

- + **Monthly Event Income:** Income broken down by event reflecting major revenue categories for each.
- + **Statement of Services Income:** Schedule of revenues billed to clients and associated expenses to the facility measuring effectiveness of the event management staff in the billing of services.
- + **Event Income Statement:** Accumulation of expenses and revenues for all events during the year. Identifies individual expense and revenue categories that have significantly changed from budget or from the prior year. Provides information on profitability of all revenue centers within the events.
- + **YTD Event Summary:** Allows the operator to see the total number of events within any specific category and the total event income generated by those categories.
- + **Departmental Income Statement:** Detailed listing of expenses by department. Allows the operator to determine if individual department heads are staying within their budget constraints.
- + **Indirect Expense Summary:** Category 1 includes all expenses related to in-house labor costs. Category 2 is materials and services which breaks out all other expenses. This allows the operator to determine if overall goals for expenses are being met.
- + **Annual Reports:** Includes the budget, financial statement, cash flow forecast, marketing/capital improvement/repairs and maintenance plans. The Budget serves as the primary document for setting financial management goals and objectives for the fiscal year. It also provides the Theatre with a forecast of cash requirements for the facility. This document is put together with input from all departments with the objective of identifying all sources of revenues and expenses.
- + **Facility Annual Report:** Provides the Facility with an accounting of the activities of the facility for the prior year as well as a brief preview of the year to come. This report will typically include sections related to meeting such goals as local management involvement with community organizations. Annual reports typically include the annual reports listed in the paragraph above.

ORIG.—City Attorney  
 DUP.—Safety Engineer  
 TRIP.—Department

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

DEPARTMENT REPORTING

**INSTRUCTIONS:** All accidents, illnesses or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I — PERSONAL DATA**

1. NAME (OF PERSON INJURED) (Last) (First) (MI)			2a. HOME ADDRESS (Street) (City) (Zone)			3a. PHONE NO.
			2b. BUSINESS ADDRESS (Street) (City) (Zone)			3b. PHONE NO.
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F		5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN			7. PHONE NO.

**PART II — ACCIDENT/INJURY**

8. DATE	9. TIME A.M. P.M.	10. LOCATION OF PUBLIC PROPERTY INVOLVED			11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)			(PHONE NO.)	
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)			(PHONE NO.)	
14. NATURE OF INJURIES (BE SPECIFIC)						
15. DESCRIBE ACCIDENT (IN DETAIL)						
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY				17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?		

**PART III — WITNESSES**

18. NAME (Last) (First) (MI)	19. ADDRESS (Street) (City) (Zone)	20. PHONE NO.	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV — STATEMENT OF INJURED PARTY OR WITNESS**

21.		
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**PART V — EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
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**City of Los Angeles Department of Recreation and Parks**  
**Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and**  
**Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs**

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

RAP’s objective is to enhance and expand recreational programs and services through public and private collaborations.

**POLICY:**

RAP recognizes that there are many opportunities and potential benefits to be gained from RAP collaborations with private and public entities for monetary, in-kind (product and/or services), and capital contributions (collectively referred to herein as “Sponsorships”) benefiting RAP facilities, programs, events, services and/or activities. These contributions often merit some form of recognition to acknowledge and thank the sponsor, donor, and/or contributor (collectively, “Sponsors”) for their contribution to RAP. However, it shall be understood that any transaction between RAP and a private and public entity involving the naming of a park, recreation facility, amenity, landmark or other park asset, in exchange for financial support shall be in accordance with the RAP Naming Policy, which is separate and independent of this Policy.

RAP supports, in principle, public-private relationships that generate financial and/or other types of support for RAP’s mission. Accordingly, the Board of Recreation and Park Commissioners (“Board”) has adopted this Sponsorship Recognition Policy (“Policy”) establishing the criteria and setting forth the guidelines and procedures for thanking, acknowledging, and/or recognizing significant contributions provided to RAP by private and public entities. The intent of this Policy is to establish a mechanism under which RAP may thank, acknowledge and recognize private and public entities who contribute to parks and related programs and services for the primary benefit of the general public. The Board has hereby designated RAP’s General Manager or her or his designee (collectively, “GM”) to implement this Policy.

Pursuant to this Policy, RAP shall have the authority to determine the criteria, requirements, and restrictions under which a proposed form of Sponsorship Recognition shall be evaluated and approved, whether included herein or established in the future. It shall be understood that all forms of Sponsorship Recognition shall be temporary in nature, and that the duration of time that such Sponsorship Recognition shall remain in place and/or be in effect is subject to the prior approval of the Board.

RAP shall identify and solicit potential Sponsors, and evaluate Sponsorship proposals from private and public entities in accordance with this Policy, and if such Sponsorship is approved and implemented, shall recognize such Sponsors for providing monetary and/or in-kind support for RAP parks and recreation facilities, programs and/or services, and grant the authority for the Sponsor to associate its name or function with RAP parks and facilities, programs and services, and/or RAP name, as approved by the Board. RAP may provide Sponsorship Recognition, other than a displayed acknowledgement on RAP property (recognition signage), such as but not limited to, use of the RAP name or logo, association with RAP in communications, media opportunities, event participation, and distribution of information and/or product sample.

**GENERAL PROVISIONS:**

RAP shall retain complete discretion and authority at all times in determining whether, with whom, where, how, and when contributions shall be accepted, Sponsorships approved, and Sponsorship Recognition provided, subject to the approval of the Board. Sponsorship signage shall comply with all applicable laws.

1. Criteria for Sponsorship Agreements. The following criteria, in its entirety, shall be considered in evaluating sponsorship proposals:
  - a. The Sponsorship must support, and conform to, the Mission of RAP.
  - b. The Sponsorship must provide a direct benefit to the park, facility or amenity.
  - c. Sponsorship benefits may be commensurate with the value of the support offered through the Sponsorship.
2. Sponsorship Considerations. RAP shall consider the following when evaluating a Sponsorship proposal.
  - a. The timeliness, readiness, and requirements associated with a potential Sponsor entering into an agreement with RAP.
  - b. Any current or future RAP operating or maintenance costs associated with the Sponsorship or impacts on other agencies.
  - c. The Sponsor's record of responsibility in past involvement with the City, RAP, and/or community.
  - d. Sponsorships, Sponsorship benefits, and Sponsorship Recognition shall enhance rather than detract from the design standards and visual integrity of the sponsored program, activity or facility.
3. Sponsorship Recognition Requirements and Responsibilities. Subject to prior determination by RAP, Sponsorship Recognition requirements and responsibilities may include, but not be limited to the following:
  - a. RAP shall exercise full control and authority over the form and content of the Sponsorship Recognition, including but not limited to, retaining editorial and design control over signage, publications, the sponsor name, logo and all other graphic materials.
  - b. Prior to the implementation of any form of Sponsorship Recognition portraying any physical or intellectual image incorporating the RAP logo or name, and/or indicating the existence of an affiliation between RAP and the Sponsor, such recognition shall be approved by the Board.
4. Sponsorship Benefits. Sponsor benefits may include, but not be limited to:
  - a. Public exposure of corporate logo through placement on RAP publications (facility brochures and program fliers), RAP website and/or social media, on apparel (for participants and volunteers), or on other materials such as bags, or giveaways.
  - b. Recognition through press and other events, and media mentions.
  - c. Participation in RAP events.
  - d. Distribution of product samples at RAP events and/or facilities.
  - e. The placement of a Sponsor logo on an athletic field or court surface.

- f. Recognition Signage. In addition to the general provisions of this Policy, the following shall be considered when determining the appropriateness of placing Recognition Signage on park property.
- (i) Recognition Signage may include, but not be limited to, banners, wraps, plaques, placards, dasher boards, or signs.
  - (ii) RAP shall maintain control over the printing, manufacturing, or otherwise fabricating of Recognition Signage to be placed on park property, and shall oversee the installation of all Recognition Signage, which may be accomplished by RAP staff or by a third party acting under RAP's direction and control, whether funded at Contributor's expense or RAP's expense.
  - (iii) Signage in recognition of a Sponsor's furtherance of RAP's mission through contributions in support of RAP programs or activities, and/or improvement of RAP facilities, shall expressly include a phrase confirming that RAP is recognizing, acknowledging, and/or thanking the Sponsor, which text shall be prominently featured, and of a reasonable size proportionate to space and location, and identifying RAP as the entity responsible for the content and placement of the Sponsorship Recognition.
5. Sponsorship and Recognition Restrictions. In general, the following shall be restricted under this Policy:
- a. Sponsorship Restrictions:
    - (i) A company or organization, or subsidiary, that conducts or has business or operational activities substantially derived from or involved with the sale, production, or distribution of alcohol, tobacco, firearms, pornography, or any other business or activities regarded as "adult oriented".
    - (ii) A Sponsorship that could cause a conflict of interest or policy deviation.
    - (iii) A Sponsorship made conditional upon RAP performance with respect to level of public participation or response, event outcome, or objectives achieved.
    - (iv) An individual Sponsor that limits RAP's ability to seek other sponsorship opportunities, unless agreed to by RAP.
  - b. Recognition Signage Restrictions:
    - (i) The placement of individual Recognition Signage shall not limit RAP's ability to seek other Sponsorship opportunities, unless agreed to by RAP.
    - (ii) Billboards shall not be authorized under this Policy for use on park property.
    - (iii) Signs that contain a call to action by a commercial sponsor, for the public or RAP to purchase a good or service, shall not be authorized for use on park property.

### **SPONSORSHIP RECOGNITION APPROVAL REQUIREMENTS**

Prior to any form of Sponsorship Recognition being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration by the Board, which shall be provided in a report detailing the scope of the proposal (sponsorship, donation, cost, funding, duration, etc.) and the terms and conditions of any related Sponsorship Agreement, when applicable.

**City of Los Angeles Department of Recreation and Parks**  
**Naming Policy, Procedures and Guidelines for**  
**Parks and Recreational Facilities**

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreational facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

One of RAP’s objectives under the Mission is to enhance and expand recreational programs, services, and significant financial support and contributions through public and private collaborations.

**Policy:**

RAP recognizes that parks and recreational facilities are an essential and integral part of the communities they serve, and that the names of parks and recreational facilities, and park amenities within them, play a significant role in fostering identities in the surrounding communities. This Naming Policy (“Policy”) establishes the criteria and requirements, and sets forth the guidelines and procedures, for the naming and renaming (collectively, “Naming”) of parks, recreational facilities, landmarks and any other assets determined appropriate by RAP (collectively referred to herein as “Park Assets”), which are owned, managed or controlled by RAP.

Pursuant to this Policy, the initial name of a new park or recreational facility, which may be temporary for purposes of administration and accounting, shall be administratively assigned by RAP staff in the traditional manner utilized prior to the establishment of this Policy, based on geographic features such as street and community names or prominent features. In addition, the Naming of existing Park Assets, pursuant to a RAP recommendation relevant to a Naming proposal received from a private or public entity, shall be subject to the approval of the Board of Recreation and Park Commissioners (“Board”), as described herein. In accordance with this Policy and pursuant to RAP recommendations, the Board shall consider the following two types of naming proposals. The first type encompasses situations in which RAP receives or is offered a donation, gift, sponsorship, and/or other contribution from an outside entity that presents a decisive benefit and shows a direct connection to a Park Asset and serves the interests of the City and its residents. This type of Naming proposal would require a Naming Agreement to summarize the terms and conditions necessary to effectuate the financial or other benefits connected to the Naming proposal with a term (time period) recommended by the GM and approved by the Board, depending on the scope or nature of the agreement, and value, visibility, and lifespan of the donation, gift, sponsorship and or other contribution. The second type comprises Naming proposals to use a major historic event and/or unique significance of a specific place or person, as the basis for the proposed Name; again with the requirement that there be compelling and impressive substantiation demonstrating how the interests of City and its residents were served or impacted. The key in both types of Naming proposals is the importance of demonstrating direct connections to the Park Asset and clear community benefits as a foundation for considering any Naming proposal.

For purposes of this Policy, and with the exception of the temporary Naming of new Park Assets, the authority to approve the Naming of existing Park Assets shall be solely with the Board. Any exceptions to this Policy shall be subject to the prior approval of the Board.

### **Criteria and Guidelines for Evaluating Park Asset Naming Proposals:**

For purposes of this Policy, the following shall be considered when evaluating the appropriateness, feasibility, and implementation of Naming proposals:

- The Naming of parks after individuals shall be limited to those who are deceased and have made exceptional contributions to the park or community within which the park is located.
- Parks shall only be named after living persons under circumstances requiring such naming as a condition precedent of a grant deed or covenant.
- The Naming of a park after a major historic event must be based on a direct connection between the park and such event.
- The Naming engenders a positive public image which does not unduly commercialize the park or recreational facility.
- The proposed name for the park or recreational facility, and/or contributor, must be compatible with the Mission of RAP.
- Park Assets that are held by RAP through a lease or use agreement may be considered for Naming under this Policy, subject to any requirements or restrictions contained in such document.
- RAP reserves the right to limit the duration of time a Name will be in place and/or in effect.
- No specialized signage or advertisement containing a commercial message to purchase a good or service shall be authorized for use on park property.
- All forms of signage placed on or within a Park Asset shall meet RAP's graphic and sign standards.
- There shall be no religious symbols included on Naming signage.
- Park Assets not under the operation of RAP (shared or exclusive), although under the ownership or jurisdiction of RAP, shall not be subject to this Policy; such as for example, the Los Angeles Zoo in Griffith Park.
- Parks should not be subdivided for purposes of Naming, unless there are readily-identifiable physical divisions in the park (major roads, waterways, hillsides, etc.) which facilitate or warrant a subdivision; or there exist other compelling reasons for having more than one name connected to a park. This should not prevent independently Naming a recreational facility or amenity located within a park, as long as the selected name will not cause confusion for park patrons.
- RAP shall seek to inform the public with regard to the Naming of a park in their community.
- Any exception to the above shall be subject to the Naming criteria contained herein, and the Board's prior approval.

**Procedures:**

The Board retains the authority to name or rename Park Assets situated on park property. The following shall be the protocol for evaluating, considering and denying or approving Naming proposals:

1. A written proposal for the Naming of a Park Asset must be initially submitted to the RAP Board Office, to the attention of the Board Secretary. In accordance with this Policy, the Board Office shall forward the proposal to the RAP General Manager (“GM”) for consideration.
2. Prior to any form of Naming Policy being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration.



	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b><u>General &amp; Administrative</u></b>			
Advertising & Promotions	\$35,000	\$36,050	\$37,132
Armored Car Service	2,500	2,575	2,652
Bank Service Charges	6,000	6,180	6,365
Box Office Expense	13,500	13,905	14,322
Computer/Data Processing/Ticket Printing	20,000	20,600	21,218
Dues & Subs	5,000	5,150	5,305
Employee Training	20,000	20,600	21,218
Equipment Rental	20,000	20,600	21,218
Equipment/Furniture Rental	30,000	10,900	11,227
General Liability	77,250	79,568	81,955
Insurance - Auto, Fidelity, Etc.	1,600	1,648	1,697
Licenses & Permits	3,000	3,090	3,183
Meals & Entertainment	24,000	24,720	25,462
Meetings & Conventions	7,500	7,725	7,957
Miscellaneous	20,000	20,600	21,218
Office Supplies	7,500	7,725	7,957
Operational Expenses	35,000	36,050	37,132
Operations Supplies	45,000	25,750	26,523
Postage & Courier	2,500	2,575	2,652
Printing & Stationery	5,000	5,150	5,305
Professional Fees (legal/audit)	20,000	20,600	21,218
Telephone / Internet	30,000	30,900	31,827
Trash Removal	20,000	20,600	21,218
Travel	30,000	30,900	31,827
Uniforms	5,000	5,150	5,305
<b>Total General &amp; Administrative</b>	<b>\$485,350</b>	<b>\$459,311</b>	<b>\$473,090</b>
<b><u>Contractor Profit</u></b>	<b>200,000</b>	<b>206,000</b>	<b>212,180</b>
<b>TOTAL BASE FEE</b>	<b>\$685,350</b>	<b>\$665,311</b>	<b>\$685,270</b>

## 2016 EVENT SERVICES AND STAFFING COSTS

<u>Position</u>	<u>Hourly Rate</u>
<b><u>Event Floor Staff</u></b>	
Event Floor Manager	\$ 18.75
Event Floor Manager OT	\$ 28.13
Usher Supervisor	\$ 16.88
Ticket Taker Supervisor	\$ 16.88
Security Supervisor	\$ 17.50
Security Supervisor OT	\$ 26.25
Ushers	\$ 15.53
Ticket Takers	\$ 15.53
Security	\$ 16.25
<b><u>Parking</u></b>	
Parking Supervisor	\$ 25.00
Parking Cashier - Onsite	\$ 16.88
Parking Cashier - Offsite	\$ 16.88
Parking Attendant - Onsite	\$ 15.53
Parking Attendant - Offsite	\$ 15.53
Offsite Parking Shuttles	\$ 65.00
ADA Shuttles	\$ 65.00
<b><u>Box Office</u></b>	
Assistant Manager	\$ 45.00
Supervisor	\$ 41.25
Ticket Seller	\$ 37.50
<b><u>Cleaning</u></b>	
Cleaning Supervisor	\$ 16.88
Cleaning Staff	\$ 16.25
Post event cleaning (per head)	\$ 0.60-0.85
<b><u>Neighborhood Event Staff</u></b>	
Neighborhood Staff Supervisor	\$ 16.88
Neighborhood Staff Supervisor OT	\$ 25.31
Neighborhood Staff	\$ 15.53
<b><u>Administration</u></b>	
Equipment Room Clerk	\$ 15.53
Front Desk Receptionist	\$ 15.53

## 2016 EVENT SERVICES AND STAFFING COSTS

<u>Position</u>	<u>Hourly Rate</u>
<b><u>Hospitality</u></b>	
Hospitality Manager	\$ 18.75
Manager OT	\$ 28.13
Hospitality Supervisor	\$ 17.50
Supervisor OT	\$ 26.25
Hospitality Staff	\$ 15.53
Staff OT	\$ 23.29
<b><u>LAPD</u></b>	
Supervisor	\$ 56.25
Watch Commander	\$ 46.25
Motor Officer	\$ 50.00
Officer	\$ 40.63
Cadets (per event)	\$ 350.00
<b><u>Department of Transportation</u></b>	
Supervisor	\$67.50
Officers	\$51.25
<b><u>Medical</u></b>	
EMTs	\$ 30.00
<b><u>Traffic Control - Signs, Cones, Directional</u></b>	
Traffic Control staff	\$ 15.53
<b><u>Equipment Rentals (per event)</u></b>	
Truck Rental, Fuel	\$ 175.00
Light Towers	\$ 900.00
Message Boards	\$ 550.00
Golf cart	\$ 125.00

Note: The Event Services hourly rates are SMG's good faith estimates for the cost of these services. Rates billed to Department will be actuals. Rates for line items on this exhibit may be increased by up to three percent (3%) without Department approval. In subsequent CONCERT SEASONS, proposed rates must be submitted to Department by August of each year for approval.

CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 Attn: Concessions Unit  
 P.O. Box 86610  
 Los Angeles, CA 90086

REMITTANCE ADVICE FORM  
 OVERSIGHT OF THE GREEK THEATRE'S OPEN VENUE MODEL  
 NAME OF CONTRACTOR

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

MANAGEMENT FEE	ANNUAL SALARY	ANNUAL COST	MONTHLY FEE
GREEK THEATRE MANAGER	_____		_____
OPERATION MANAGER	_____		_____
BOOKING MANAGER/ BOX OFFICER MANAGER	_____		_____
ADMINISTRATIVE SUPPORT	_____		_____
OPERATIONAL EXPENSE		_____	_____
<b>A. TOTAL POSITION AND OPERATIONAL EXPENSE COSTS:</b>			_____
B. BASE MANAGEMENT FEE			_____
<b>TOTAL ANNUAL FEE (A+B)</b>			<u>\$ -</u>

NON-EVENT SERVICES	INVOICE AMOUNT
List non-event services and cost. Attach vendor invoice.	_____
<b>SUB-TOTAL NON-EVENT SERVICES AMOUNT OWED:</b>	<u>\$ -</u>

CATEGORY (1)	GROSS SALES	REVENUE SHARING FEE	AMOUNT DUE
SPONSORSHIP:	_____	XX%	#VALUE!
BOX SEAT:	_____	XX%	#VALUE!
OTHER:	_____	XX%	#VALUE!
<b>SUB-TOTAL REVENUE SHARING FEE DUE:</b>			<u>#VALUE!</u>

EVENT SERVICES REVENUE AND COST (2):	REVENUE	COST	NET REVENUE TO DEPARTMENT
List event name and date	_____	_____	_____
List event name and date	_____	_____	_____
List event name and date	_____	_____	_____
<b>SUB-TOTAL EVENT SERVICES REVENUE DUE:</b>			<u>\$ -</u>

LATE RENT FEE:	All payments are due by the 15th for the previous month.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceeding three months at \$1.48 per \$1,000 or fraction thereof of rent paid)	\$ -
LATE OCCUPANCY TAX FEE:	Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.	\$ -
<b>SUB-TOTAL (OWED)/DUE:</b>		<u>#VALUE!</u>

ADJUSTMENTS*:	Explain:	_____
	_____	_____
	_____	\$ -
<b>TOTAL AMOUNT (OWED)/DUE:</b>		<u>#VALUE!</u>

Notes:  
 (1) Attach agreements supporting gross receipts for each item in this category.  
 (2) Attach executed User Agreement or Event Settlement as appropriate to support revenue and cost.

I hereby certify that this is a true and correct record of the period stated above:

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



RFP EXHIBIT D

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>	Oversight of the Greek Theatre's Open Venue Model (CON-M15-001)
----------------------	-----------------------------------------------------------------

<b>Proposer</b>	SMG	<b>Address</b>	2000 E. Convention Center Way, Ontario, CA 91764 Local Office
<b>Contact Person</b>	Michael Krouse	<b>Phone/Fax</b>	909-937-3001 / 909-937-3801

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Standard Parking 3470 Wilshire Blvd., Los Angeles, 90010 614-332-0185	Parking	OBE		\$650,000 / yr.
Empire Transportation Inc. 8800 Park St., Bellflower, CA 90706 310-674-4877	Shuttle	W/MBE (TBD)	TBD	\$364,000 / yr
Simplex Grinnell 10282 Sixth St., Rancho Cucamonga, 91713 909-685-0933	Fire, Life & Safety	OBE		\$10,000 / yr.
HCI 1354 S. Parkside, Ontario, CA 91761 909-628-7773	Fire, Life & Safety	OBE		\$10,000 / yr.
TBD *In respnse to 7/16/15 CLA email to SMG, TBD	Lighting	OBE		TBD

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	



Signature of Person Completing this Form

John F. Burns

Printed Name of Person Completing this Form

EVP/CFO                      7/17/2015

\_\_\_\_\_

Title                                      Date

**MUST BE SUBMITTED WITH PROPOSAL**

Rev. 07/01/11 (Citywide RFP - BAVN BIP)



**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>	Oversight of the Greek Theatre's Open Venue Model (CON-M15-001)
----------------------	-----------------------------------------------------------------

<b>Proposer</b>	SMG	<b>Address</b>	2000 E. Convention Center Way, Ontario, CA 91764 Local Office
<b>Contact Person</b>	Michael Krouse	<b>Phone/Fax</b>	909-937-3001 / 909-937-3801

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Iwen Hsu 4133 N. Morada Ave., Covina, 91722 626-430-7944	CPA	SBE	TBD	\$5,000 / yr.
Lance, Soll & Lunghard, LLP 203 N. Brea Blvd, #203, Brea, CA 92821 714-672-0022	CPA	OBE		\$5,000 / yr
SMG (Will Self Perform Legal) 2000 E. Convention Ctr. Way, Ontario 91764 909-937-3001	Legal Services	OBE		TBD

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

**See Page 1**



Signature of Person Completing this Form

John F. Burns

Printed Name of Person Completing this Form

EVP/CFO                      7/17/2015

Title                                      Date

**MUST BE SUBMITTED WITH PROPOSAL**



**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
-------------------	----------------

<b>Contact Person</b>	<b>Phone/Fax</b>
-----------------------	------------------

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

<b>MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)</b>					
<b>NAME OF SUBCONTRACTOR</b>	<b>MBE/WBE/ SBE/EBE/ DVBE/OBE</b>	<b>ORIGINAL SUBCONTRACT AMOUNT</b>	<b>THIS INVOICE (AMOUNT NOW DUE)</b>	<b>INVOICED TO DATE (INCLUDE THIS INVOICE)</b>	<b>SCHEDULED PARTICIPATION TO DATE</b>

<b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b>			<b>Signature of Person Completing this Form:</b>
	<b>DOLLARS</b>	<b>PERCENT</b>	_____
<b>TOTAL MBE PARTICIPATION</b>	\$	%	<b>Printed Name of Person Completing this Form:</b> _____  <b>Title:</b> _____ <b>Date:</b> _____
<b>TOTAL WBE PARTICIPATION</b>	\$	%	
<b>TOTAL SBE PARTICIPATION</b>	\$	%	
<b>TOTAL EBE PARTICIPATION</b>	\$	%	
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	
<b>TOTAL OBE PARTICIPATION</b>	\$	%	

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

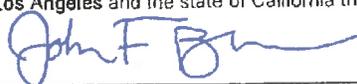
\_\_\_\_\_  
Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

# 1. COMPLIANCE DOCUMENTS

## 1.H - MUNICIPAL LOBBYING ORDINANCE/BIDDER CERTIFICATION

RFP EXHIBIT D

	City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1960	<h3 style="margin: 0;">Bidder Certification</h3> <h3 style="margin: 0;">CEC Form 50</h3>
This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.		
<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Bid/Contract/BAVN Number: <u>CON-M 15-001</u>	Awarding Authority (Department): <u>DEPT. OF RECREATION &amp; PARKS</u>	
Name of Bidder: <u>SMG</u>	Phone: <u>610-729-7900</u>	
Address: <u>300 COUSHOCKEN ST. Rd SUITE 450 W. COUSHOCKEN PA 19418</u>		
Email: <u>JBUINS@smjworld.com</u>		
<b>CERTIFICATION</b> I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:		
A. I am a person or entity that is applying for a contract with the City of Los Angeles.		
B. The contract for which I am applying is an agreement for one of the following: <ol style="list-style-type: none"> <li>1. The performance of work or service to the City or the public;</li> <li>2. The provision of goods, equipment, materials, or supplies;</li> <li>3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or</li> <li>4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f):                         <ol style="list-style-type: none"> <li>a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:                                 <ol style="list-style-type: none"> <li>i. Are provided on premises that are visited frequently by substantial numbers of the public; or</li> <li>ii. Could be provided by City employees if the awarding authority had the resources; or</li> <li>iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.</li> </ol> </li> <li>b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).</li> </ol> </li> </ol>		
C. The value and duration of the contract for which I am applying is one of the following: <ol style="list-style-type: none"> <li>1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;</li> <li>2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or</li> <li>3. For construction contracts, public leases, or licenses—any value and duration.</li> </ol>		
D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.		
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.		
Date: <u>7/17/15</u>	Signature: <u></u>	
Name: <u>John F. Burns</u>		
Title: <u>EVP &amp; CFO</u>		



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposals

### FOR OVERSIGHT OF THE GREEK THEATRE'S OPEN VENUE MODEL (CON-M15-001)

At

2700 N. Vermont Drive, Griffith Park  
Los Angeles, CA 90027



<b>Release Date:</b>	<b>May 27, 2015</b>
<b>Pre-Proposal Conference:</b>	<b>June 8, 2015 (see Exhibit B)</b>
<b>Due Date:</b>	<b>June 30, 2015 (see Exhibit B)</b>

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS  
350 S. Grand Ave., 47<sup>th</sup> Floor  
Los Angeles, CA 90071

Telephone: (213) 202-4303  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)  
<http://www.labavn.org/>  
email: [agnes.ko@lacity.org](mailto:agnes.ko@lacity.org)

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## REQUEST FOR PROPOSALS FOR OVERSIGHT OF THE GREEK THEATRE'S OPEN VENUE MODEL

### I. INTRODUCTION

The Department of Recreation and Parks (hereinafter referred to as the "Department") is pleased to offer an exciting opportunity for a well-qualified business entity, with proven experience in concert venue operations and management (hereinafter "proposer"), to oversee the Greek Theatre's Open Venue model.

The proposing company shall demonstrate the ability to perform professional oversight in this type of business, clearly articulate achievable plans for an open venue operation, and document compliance with appropriate laws and regulations.

The Department, through its Board of Recreation and Park Commissioners, will set and define policy and have authority over all contracts and agreements allowed under the City Charter. The selected proposer will act as the Department's agent in implementing these objectives, policies and guidelines and work in collaboration with the Department staff.

This will be a fee based agreement for the oversight of the open venue model. The selected proposer will receive incentives through the sale of venue sponsorships and box seats.

The Department's goals are threefold: (1) provide the public with the safest and most enjoyable customer experience, (2) maximize the Department's revenue and (3) maintain strong community collaboration on all aspects of the operation.

### II. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of this Request for Proposals (hereinafter "RFP") is to award a one (1) year Operational Oversight Agreement (hereinafter "Agreement"), with two (2) one (1) year extension options exercisable at the sole discretion of the Department, along with approval of the Board of Recreation and Park Commission. The selected proposer will act as the Department's agent with respect to the day to day operations of the Greek Theatre. Proposers must be ready to begin transition of the facility from the current operator beginning on August 31, 2015 while also preparing for a successful 2016 concert season. The Concert season runs between April 15 and October 31. It is expected that a minimum of fifty (50) and as many as seventy (70) concerts be programmed while providing additional community cultural event opportunities. The Current operator's contract will expire on October 31, 2015. ***Note: Promotion of concerts or events by the selected proposer at the Greek Theatre will be strictly prohibited, consistent with an open venue model and therefore, any concert promoter, a subsidiary of a concert promoter or a joint venture with a concert promoter who is associated with the selected proposer will be prohibited from promoting concerts at the Greek Theatre.***

The selected proposer must be ready to occupy the available Greek Theatre office space by January 2, 2016. (Note: Off-site office space will be provided by the Department from August through December, 2015.) The selected proposer's management staff will provide full oversight

management of the venue on a year round basis. The dedicated core management staff shall be comprised of a Greek Theatre Manager, Booking/Box Office Manager, Operations Manager and necessary administrative support staff. It is expected that during off concert months, the venue may be rented for non-concert events, i.e. corporate, community and special events.

The following agreements and policies are intended to be adopted at our Board of Commissioners Meeting on June 18, 2015:

- User agreement
- Booking Policy
- Promoter Incentive Program
- Venue Rental Application

They will be available in draft form on May 26, 2015 at our Board of Commissioners Task Force on Concessions. The selected proposer will be responsible for enforcing all terms and conditions and policies contained in these documents.

### **III DESCRIPTION OF THE GREEK THEATRE**

The Greek Theatre, located at 2700 N. Vermont Avenue in Griffith Park, is nestled in the picturesque tree-enclosed setting of Griffith Park. This award-winning theatre was built in 1929 and is one of Los Angeles' most historic entertainment venues; it has played host to some of the biggest names in entertainment, from pop to classical and reggae to rock.

The Greek Theatre is part of Griffith Park, which is designated as Historic-Cultural Monument (HCM) No. LA-942 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM LA-942 includes the Greek Theatre as a historically significant contributing element. HCM LA-942 is also listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. Therefore, the Greek Theatre is considered historically significant for California Environmental Quality Act (CEQA) purposes.

This 5,801-seat venue offers an intimate concert setting, with state-of-the-art acoustics combined with excellent sight lines. The Greek Theatre offers top quality entertainment under the stars in the heart of Los Angeles. The Greek Theatre consists of a theatre building and the surrounding hillside: The main theatre structure (all areas, structures and concession facilities in the North Wing, South Wing, North Concourse, South Concourse and Front Concourse; seating areas; light booth; immediate exterior walls; fencing and public access areas fronting North Vermont Avenue, the Box Office structure, and the public restrooms), the VIP Parking Lot, and parking in the adjacent valley west of the theatre. The Premises Maps are provided in Exhibit A.

The Greek Theatre is an important community asset for the citizens of Los Angeles. It has hosted community events such as Bach, Rock and Shakespeare, which is performed annually by John Marshall High School, as well as other music outreach programs. The Greek Theatre has also hosted private, corporate and social events and is a unique venue for hosting a wide variety of private events.

The Greek Theatre is owned by the City of Los Angeles, Department of Recreation and Parks. It has become a world-renowned, award-winning Amphitheatre hosting thousands of events since opening in 1931, making it one of the cultural icons of the City. The Greek Theatre has been named North America's Best Small Outdoor Venue multiple times, and has been ranked in the top twenty five (25) amphitheatres in the country consistently over the last ten (10) years, from a ticket sales stand point, according to Pollstar magazine, the industry's leading trade publication.

Parking is available at adjacent areas surrounding the Greek Theatre. Parking Area 1 off of Boy Scout Road has five hundred fifty (550) spaces, Parking Area 2 off of Vermont Canyon Road has one hundred seventy (170) spaces, Parking Area 3 also off of Vermont Canyon Road has seven hundred forty-two (742) spaces. Sixty-nine (69) quick park spaces and Sixteen (16) handicap spaces are available along Vermont Canyon Road and two (2) handicap spaces are available off North Vermont Ave. Seventy (70) VIP spaces and two hundred (200) employee spaces are adjacent to the Greek Theatre. The following chart summarizes the parking availability:

Handicapped	18 Spaces
VIP	70 Spaces
Employees	200 Spaces
Quick Park	69 Spaces
Regular Spaces	1,462 Spaces

Please review Exhibit I for an overview of data related to the Greek Theatre.

#### **IV. PROPOSAL ITEMS**

In the written proposal, proposers should include explicit, detailed responses to each of the Proposal Items. If selected as the winning proposal, the proposer must be willing and able to commit to the Proposal Items and all provisions contained in the Sample Operational Oversight Agreement. The contents of a proposer's response will be deemed as a binding commitment and included as an attachment to the Agreement.

Proposers must respond to each of the following items in their written proposal. Each response in the proposal must be numbered to correspond with each of the numbered items herein.

##### **Proposal Items**

- A. Operational Oversight and Management Plan
- B. Event Services Staffing Plan
- C. Sponsorships and Box Seating Sales Plan

### **A. Operational Oversight and Management Plan**

The selected proposer shall provide operational oversight and coordinated management of the Greek Theatre, acting as the Department's agent and working with and under the direction of the Department's staff with respect to the day to day operations of the venue. The Department, through its Board of Recreation and Park Commissioners, will establish all policies and standards for the venue including a Standard User Agreement, Booking Policy, and rules and regulations by which the selected proposer will manage the Greek Theatre on behalf of the Department.

The desired management staff should include a Greek Theatre Manager, Booking Manager, Operations Manager/Box Office Manager and appropriate administrative support staff. This staff shall work for a company specializing in concert/theatre venue management that currently manages at least twenty-five (25) concert venues with a minimum seating capacity of four thousand (4,000) per venue and have been in business for a minimum of twenty (20) years. Note: All On-Site Manager(s) must have a minimum of ten (10) years' experience in entertainment management and/or facility experience and adequate technical background. The management staff is to be located at the Greek Theatre where office space will be provided. There will be no Department staff located at the Greek Theatre.

The management team will have the following basic duties and responsibilities:

1. Provide operational oversight management at the Greek Theatre that attracts world class concert and performing arts talent for as many as seventy (70) events between April 15 and October 31.
2. Manage and book the **venue calendar** along with challenge process for a minimum of fifty (50) and as many as seventy (70) concerts and/or events. This includes active oversight of and interaction with all promoters and agents to ensure quality and diverse talent.
3. Coordinate and assist in overseeing the **food and beverage** concession and include financial data provided by the Department in all financial reports. Note: The food and beverage concession will be under direct contract with the Department that will be under separate RFP. There will be no financial responsibility to the selected proposer under this RFP. However, it is expected that the selected proposer will provide oversight of this operation on behalf of the Department to ensure the concessionaire is complying with the terms and conditions of the concession agreement.
4. Manage the sales of **sponsorships** and **box seating**. See Section IV.C.
5. Manage the sales of **VIP** areas within the venue as well as parking.
6. Manage and provide through your company or a subcontract for all **customer-oriented event services** including but not limited to ushers, ticket-takers and security on an as-needed basis. See Section IV.B.
7. Provide a sub-contract for pre, during and post-concert/event **cleaning** of the venue as described in Section IV.B.
8. Prepare an operating budget, monthly financial reports, marketing plans and pro-forma for length of the agreement, including an accounting detailing all revenues and expenditures for each concert/event. Submit audited financials on an annual basis.
9. Coordination and collaboration with promoters before, during and after the event.

10. Complete an **end-of-show settlement process** and act as the Department's fiscal agent in collection of all fees owed to the Department.
11. Manage and act as the Department's fiscal agent over the Department's **Promoter's Incentive Program policy**.
12. Maintain public and concert staff ingress and egress at all times to the venue.
13. Manage all **parking operations** including subcontracting of the operation as well as collecting and remitting all parking fees levied by the Department.
14. Prepare and manage a **traffic control plan** with the community, Department and Department of Transportation input.
15. Prepare and manage a **shuttle program** to transport customers from off-site Department parking lots and transportation hubs as further described in Section IV.B. The Selected proposer will need to hold shuttle services contract for this operation. *Note: it is very important to promote off-site parking to limit congestion of the local neighborhoods.*
16. Be completely accessible to the **surrounding community** to answer questions and to collaborate on all aspects of the operation. Note: The Department will be providing a full time community liaison but this should not limit the community's access to the venue's management.
17. Manage and staff the **Box Office**. The ticketing will be left to the promoter to select the ticketing company for their booked events. Note: There will be no exclusive rights to ticketing vendor at the GT.
18. Coordinate with **Los Angeles Fire and Police Department** on all scheduled events regarding Fire, EMS and Security services necessary for public protection.
19. Perform annual **Fire/Life testing** of the venue with a licensed contractor in conformance with LAFD Regulations 4.
20. Purchase and install on the Department's behalf the **sound monitoring equipment**. Department is currently conducting a sound analysis in and around the venue to establish acceptable sound level requirements for the venue. The Proposer will be responsible for enforcing these requirements and must provide background and experience in performing this task.
21. Procure annual lease arrangement for the **house sound and lighting system**.
22. Coordinate with the Department's **web-site** vendor on all content keeping up to date calendar and promotional information.
23. Ensure the venue is always in a safe and clean condition. See section IV.B that describes proposer's cleaning responsibilities for custodial cleaning and trash collection services for pre, during and post-concert/events. Note: **Building maintenance** which includes all building components including but not limited to structural, mechanical and electrical for the venue will be provided by the Department unless the selected proposer is specifically requested by the Department to perform a replacement or repair. Should a request be made and a mutually agreed upon scope and cost be reached, said cost would be reimbursed under the selected proposer's contract. **Grounds Maintenance which includes tree trimming, mowing, weeding and landscaping will be provided by the Department.**
24. Using the existing contracts, develop and hold an agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union) and 857 (Treasurers and Ticket Sellers Union) and develop and hold contracts with IATSE Local 706 (Make-up Artists and Hair Stylists Guild) and Local 768 (Theatrical Wardrobe Union).

25. Open and coordinate the use of the venue (during non-concert season) to IATSE for job training opportunities.
26. Manage the **transition** of the venue from current operator. This includes but not limited to determining best strategies for working with the current list of season ticket subscribers; contacting current sponsors; placement of existing event services staff; coordinating with possible agents or talent that could be holding dates with the current operator for the 2016 season; touring the facility; meeting with IATSE Local 33 and Local 857 and preparing necessary agreements.
27. Must staff, host and coordinate a monthly meeting with the **Greek Theatre Advisory Committee (GTAC)** which is currently made up of community stakeholders that serve to keep the community engaged, informed and to resolve quality of life issues associated with having an outdoor concert amphitheater in their neighborhood.
28. Establishing a strategy for raising funds to offset the production cost of three (3) annual long standing community cultural events that will assist local organizations to put on performances.

Submit a sample operations and management staffing plan as shown in table below. Please list all administrative support positions separately. This shall be a **fixed cost quote** where the Department reserves the right to accept all or some of the positions as part of the management team.

<u>Position</u>	<u>Annual Salary</u>	<u>Total \$</u>
Greek Theatre Manager		
Operation Manager		
Booking Manager/ Box Office Manager		
Administrative support		
Operational Expense		
<hr/>		
A. Total Position and Operational Expense Costs		\$ _____
B. <u>Base Management Fee</u>		\$ _____
Total Annual Fee (A+B)		\$ _____

*Note: Utilities, with the exception of phone and internet, will be paid by the Department. Office space with the exception of office equipment and furniture will be provided to the selected proposer at the venue. Operational expense includes but not limited to payroll taxes, insurance, employee benefits, bonds and any other employee related expenses.*

## **B. Event Services Staffing Plan**

The selected proposer shall be responsible for providing customer-oriented Event Services staffing on an **as-needed basis**. These services will include parking, ushers, ticket takers, security, shuttle services and box office. The selected proposer has the ability to subcontract this work should your company not provide these services in-house. The selected proposer shall implement industry accepted practices and standards needed to provide the best service to the Department and its customers: the performers, promoters and patrons utilizing the venue. Every effort shall be made to display professionalism to assist in creating a positive image of the venue while enhancing the patrons experience and safety. The Department shall approve the staffing levels at least seven (7) calendar days prior to each event.

### **Ushers**

Duties include, but are not limited to, assisting patrons by providing directional guidance between entry points and seating areas and other patron facilities, and checking tickets to ensure correct seating placement. They shall at all times be kind, courteous and helpful to the patrons.

### **Ticket takers**

Ticket taker personnel shall be capable of scanning tickets or collect, verify and tear approximately 500 tickets per hour. They are to prevent unauthorized entry into the venue, obtain accurate ticket counts by hand or using mechanical or electronic counting devices and to perform visual check of patrons entering the venue for contraband items.

### **Security**

Security personnel are responsible for, but not limited to, crowd management, direction and safety enforcement of facilities and regulations, entrance inspection for checking of contraband items, securing of backstage areas, VIP/hospitality and other areas as needed, from unauthorized entry. Security will also be responsible for outside areas including but not limited to parking lots, front entry plaza and surrounding neighborhood. It is important that patrons lawfully enter and exit the venue through the surrounding neighborhood. Security personnel shall be strategically placed and roaming the immediate neighborhood to ensure good collaboration and respect with surrounding neighborhoods.

The Security Company used shall have requisite security experience and skills managing, and developing security plans for this type of venue. All security companies operating in the in the State of California are required to have a Private Patrol Operators License issued by the State of California Department of Consumer Affairs.

Security plans shall involve the ability to react to both anticipated and unanticipated issues. As a result, the ratio of security personnel may increase or decrease depending on size, music genre, and time of day of the event.

### **Parking Attendants**

Attendants will be responsible for managing the safe entry and exit to all parking lots serving the venue as well as collecting and remitting all parking fees levied by the Department. They will be directly responsible for coordinating with the City of Los Angeles, Department of Transportation

and LAPD. It shall be the responsibility of the venue's Operations Manager to coordinate with a parking supervisor to ensure accurate account of vehicles parked, loading and unloading of patrons utilizing the shuttle services. They shall be responsible for any cash handling along with audited parking counts that shall be turned over and secured by the management team. All funds collected shall be remitted to the Department within twenty-four (24) hours after the conclusion of the event.

### **Box Office**

The GT Box Office will be open on show days a minimum of two (2) hours before the show and will be open for six (6) hours each Saturday. Promoters will select the ticketing agent. There is no exclusive ticketing agent at the GT. Box Office staff must be able to process sales on multiple systems.

### **Concert/Event Cleaning**

Custodial services are to be provided to ensure the facility is clean prior to, during and following a concert or event. This applies to all public and private areas of the venue including but not limited to seating areas, restrooms, stage, backstage, dressing rooms, parking areas, and VIP areas. All trash shall be collected and taken to an onsite collection area immediately following the concert or event. Trash pickup shall also include all parking areas and shall occur directly following the concert or event. Restrooms shall be kept in a clean and sanitary condition at all times requiring intermittent cleaning during the concert or event.

Note: Proposer shall be responsible for all custodial services for office space on a year round basis and shall be included in the mark-up as described in Section IV.A.

### **Neighborhood Event Staff**

Neighborhood event staff (AKA "Yellow Jackets") shall be provided pre and post-concert to collect trash and educate concert goers to respect the rights of the surrounding neighborhood. They shall be positioned within and assigned areas of the neighborhood for a minimum one and a half (1.5) hours prior and one and a half (1.5) hours following a concert or event and be in constant communications with the management team to report problems and issues that require attention. They shall collect or make arrangements for all trash to be collected and report any unlawful activity.

### **Shuttles**

Traffic mitigation measures and minimizing stacked parking are an essential part of the operation. Shuttle services need to be provided from Department owned parking lots located within Griffith Park and surrounding parks. Proposer's plan should include shuttle ridership incentive ideas to maximize the use of the shuttles.

### **Sample Event Services Staffing Plan**

Submit a sample Event Services staffing plan for a typical sold out concert event as shown in table below. Please list any required positions not listed. The Plan shall include a map of the venue and surrounding neighborhood showing the stationed locations of all staff listed below. **Note: These rates will be the basis for establishing payment of these services for the term of this agreement. Refer to attached exhibits regarding wage standards.** Because these services are on an as-needed basis, please submit fixed hourly rates with mark-up included.

<u>Position</u>	<u>Hourly Rate</u>	<u>Hours Worked</u>	<u># of staff or # shuttles</u>	<u>Total \$</u>
Ushers				
Ticket Takers				
Security				
Parking Attends.				
Shuttles				
Box Office				
Concert/Event Cleaning				
Neighborhood Event Staff				
Supervision				
Other				
<hr/>				
Total				\$ _____

*NOTE: The hourly rate shall include but not limited to required payroll taxes, insurance, employee benefits, bonds and any other employee related expenses.*

### **C. Sponsorship and Box Seating Sales Plan**

It will be the responsibility of the selected proposer to manage the sale of sponsorships, box seating and VIP areas in conformance with the Department and City's sponsorship policies and guidelines. The selected proposer shall diligently undertake and perform the sponsorship and box seating sales of the venue; provided, however, the Department reserves the right to seek and obtain sponsorship opportunities from potential sponsors. The selected proposer shall not be compensated for sponsorship opportunities and sales which originate within or directly obtained by the Department. The Department reserves the absolute right in its sole discretion to refuse any sponsorship presented by the selected proposer and the Department shall not be liable for any fee in the event of such refusal.

The selected proposer shall pay the following **minimum** percentages of all monies received by sponsors and box seats to the Department:

Sponsorships and Box Seats: 75%

The proposers shall list in their response the actual percentage being offered to the Department at or above the minimum. The balance will be payment in full for commission, including all expenses, of the sale of the sponsorship and box seats to the selected proposer. Payment to the Department must be made within thirty (30) days of receipt of such fees.

**Prepare a marketing strategy** as part of this RFP that will best achieve maximum revenues from sponsorships and box seats. Include total anticipated sales and minimum revenue share to the Department.

## VI. EVALUATION AND AWARD

### A. Evaluation Process and Criteria

The Department reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each proposer must pass Level I in order to advance to Level II.**

#### **Tentative Interview Dates:**

Interviews of the proposers by the evaluation panel will be scheduled at a later date for the purpose of clarifying matters in the proposals or responding to questions by the evaluation panel.

#### **Level I – Compliance with RFP Submission Requirements: (Exhibits B, C and D)**

The Department will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions. Proposers must meet requirements, provide requested information and satisfactorily pass background and reference checks to advance to level II.

1. Cover Letter. Refer to Exhibit B.
2. Proposal Deposit (\$20,000.00)
3. Compliance Documents. Refer to Exhibit D.
4. Background and experience shall include the following information, including but not limited to:
  - a. All information requested in Exhibit C.
  - b. List of venue owner contacts and references for **every** venue under your managerial control. List venue name, address, type, seating capacity, contact information (phone and e-mail), length of time services have been provided, description of services and annual gross revenues. Denote which venues you are using to qualify under conditions set in Exhibit C, Section 2.
  - c. List of all community organization contacts that represent neighborhoods that are located in close proximity to a venue similar in nature to the Greek Theatre.
5. Financial Capacity. Refer to Exhibit C.

**Level II – Evaluation and Scoring Criteria of Proposal Items:** Maximum points will be given to proposals that represent the most qualified firm that provide the best economic model to generate maximum revenues while providing best customer experience in a safe and well managed venue. For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

- Operational Oversight and Management Plan (50 possible points)  
(Note: The management plan you submit should include clear and concise information on each item listed in Section IV.A. Clearly articulate your community relations plan as it relates to this item.)

- Event Services Staffing Plan (30 possible points)  
(Note: The plan you submit should include clear and concise information on each item listed in Section IV.B. Clearly articulate your community relations plan as it relates to this item.)
- Sponsorship and Box Seating Sales Plan (20 possible points)

#### **B. Evaluation and Recommendation**

Responsive proposals will be scored in each of the criteria above and ranked according to scores. A comprehensive evaluation of the proposals by a panel of City and/or non-City employees will be conducted.

Furthermore, the City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each Respondent and any information contained in its proposal.

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any outside expert review panel will serve as a basis to formulate the General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. The Board of Recreation and Park Commissioners (Board) will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making its decision as to the selection, if any, stating publicly the reasons for their action.

#### **C. Award**

The General Manager of the Department of Recreation and Parks recommends contract awards to the Board of Recreation and Park Commissioners. The Department shall notify all proposers in writing of the General Manager's recommendation.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Agreements are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

Once the award is approved, the awarded concessionaire will complete and submit the additional documents as required by this RFP, City Attorney, City Ordinance, State and/or Federal laws within forty-five (45) calendar days from the date the contract is awarded by the Board.

#### **IMPORTANT:**

##### **Charter Section 371(e)(10)**

**In approving this RFP, the Board, in its capacity as the contract awarding authority for the Department, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such**

as price comparison, that will determine which proposer can best provide the services required by the Department for the improvement, operation and maintenance of the Department's concession. To select the best proposer for this concession, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process.

#### **City's Right to Reject Proposals and to Waive Informalities**

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): "The City shall reserve the right to reject any and all bids or proposal and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."

#### **VII. EXHIBITS**

- A. Premises Map
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Operational Oversight Agreement
- F. Insurance Requirements
- G. Bidder Contributions – CEC Form 55 (Measure H)
- H. First Source Hiring Ordinance
- I. Greek Theatre Venue Data
- J. Community Research Overview

The management team will have the following basic duties and responsibilities:

1. Provide operational oversight management at the Greek Theatre that attracts world class concert and performing arts talent for approximately fifty (50) to seventy (70) events between April 15 and October 31.
2. Manage and book the venue calendar along with challenge process for approximately fifty (50) to seventy (70) concerts and/or events. This includes active oversight of and interaction with all promoters and agents to ensure quality and diverse talent.
3. Coordinate and assist in overseeing the food and beverage concession and include financial data provided by the Department in all financial reports. Note: The food and beverage concession will be under direct contract with the Department that will be under separate RFP. There will be no financial responsibility to the selected proposer under this RFP. However, it is expected that the selected proposer will provide oversight of this operation on behalf of the Department to ensure the concessionaire is complying with the terms and conditions of the concession agreement.
4. Manage the sales of sponsorships and box seating.
5. Manage the sales of VIP areas within the venue as well as parking.
6. Manage and provide through your company or a subcontract for all customer-oriented event services including but not limited to ushers, ticket-takers and security on an as needed basis.
7. Provide a sub-contract for pre, during and post-concert/event cleaning of the venue.
8. Prepare an operating budget, monthly financial reports, marketing plans and pro-forma for length of the agreement, including an accounting detailing all revenues and expenditures for each concert/event. Submit audited financials on an annual basis.
9. Coordination and collaboration with promoters before, during and after the event.
10. Complete an end-of-show settlement process and act as the Department's fiscal agent in collection of all fees owed to the Department.
11. Manage and act as the Department's fiscal agent over the Department's Promoter's Incentive Program policy.
12. Maintain public and concert staff ingress and egress at all times to the venue.

13. Manage all parking operations including subcontracting of the operation as well as collecting and remitting all parking fees levied by the Department.
14. Prepare and manage a traffic control plan with the community, Department and Department of Transportation input.
15. Prepare and manage a shuttle program to transport customers from off-site Department parking lots and transportation hubs as further described in Section IV.B. The Selected proposer will need to hold shuttle services contract for this operation. *Note: it is very important to promote off-site parking to limit congestion of the local neighborhoods.*
16. Be completely accessible to the surrounding community to answer questions and to collaborate on all aspects of the operation. Note: The Department will be providing a full time community liaison but this should not limit the community's access to the venue's management.
17. Manage and staff the Box Office. The ticketing will be left to the promoter to select the ticketing company for their booked events. Note: There will be no exclusive rights to ticketing vendor at the GT.
18. Coordinate with Los Angeles Fire and Police Department on all scheduled events regarding Fire, EMS and Security services necessary for public protection.
19. Perform annual Fire/Life testing of the venue with a licensed contractor in conformance with LAFD Regulations 4.
20. Purchase and install on the Department's behalf the sound monitoring equipment. Department is currently conducting a sound analysis in and around the venue to establish acceptable sound level requirements for the venue. The Proposer will be responsible for enforcing these requirements and must provide background and experience in performing this task.
21. Procure annual lease arrangement for the house sound and lighting system.
22. Coordinate with the Department's web-site vendor on all content keeping up to date calendar and promotional information.
23. Ensure the venue is always in a safe and clean condition. See section IV.B that describes proposer's cleaning responsibilities for custodial cleaning and trash collection services for pre, during and post-concert/events. Note: Building maintenance which includes all building components including but not limited to structural, mechanical and electrical for the venue will be provided by the

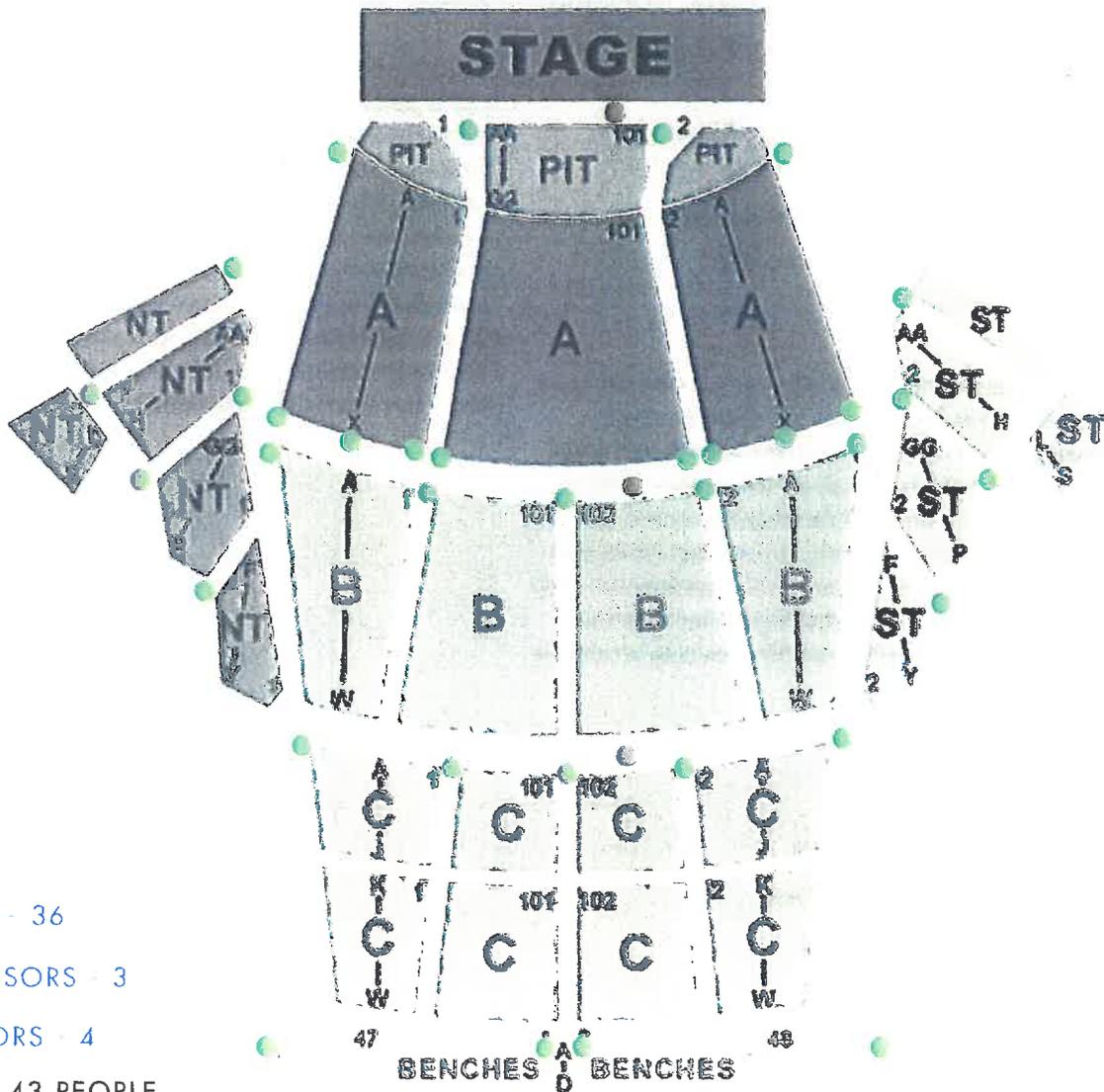
Department unless the selected proposer is specifically requested by the Department to perform a replacement or repair. Should a request be made and a mutually agreed upon scope and cost be reached, said cost would be reimbursed under the selected proposer's contract. Grounds Maintenance which includes tree trimming, mowing, weeding and landscaping will be provided by the Department.

24. Using the existing contracts, develop and hold an agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union) and 857 (Treasurers and Ticket Sellers Union) and develop and hold contracts with IATSE Local 706 (Make-up Artists and Hair Stylists Guild) and Local 768 (Theatrical Wardrobe Union) and the American Federation of Musicians (AFM), Local 47.
25. Open and coordinate the use of the venue (during non-concert season) to IATSE for job training opportunities.
26. Manage the transition of the venue from current operator. This includes but not limited to determining best strategies for working with the current list of season ticket subscribers; contacting current sponsors; placement of existing event services staff; coordinating with possible agents or talent that could be holding dates with the current operator for the 2016 season; touring the facility; meeting with IATSE Local 33, Local 857, Local 706 and Local 768 and AFM Local 47 and preparing necessary agreements.
27. Must staff, host and coordinate a monthly meeting with the Greek Theatre Advisory Committee (GTAC) which is currently made up of community stakeholders that serve to keep the community engaged, informed and to resolve quality of life issues associated with having an outdoor concert amphitheater in their neighborhood.
28. Establishing a strategy for raising funds to offset the production cost of three (3) annual long standing community cultural events that will assist local organizations to put on performances.

# SAMPLE EVENT SERVICES PLAN

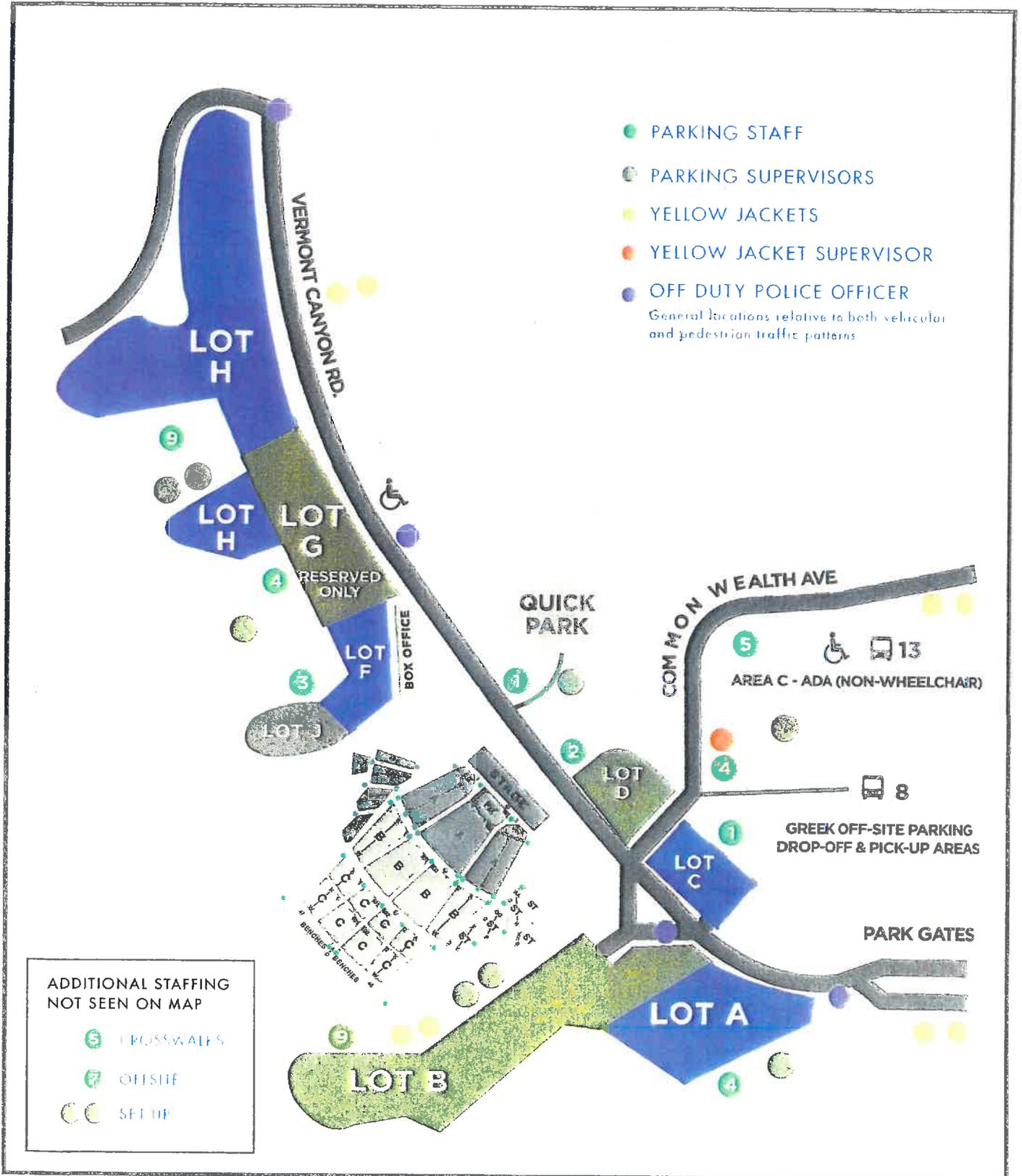
Below is an illustration of the event staffing positions that will be deployed inside the Amphitheater .

TICKET TAKERS - 7 SUPERVISOR - 1	SECURITY - 42 SUPERVISORS - 4
HOSPITALITY - 3	AREAS STATIONED: Entrance gates, Hill Crew, Admin offices, Dressing Rooms, Production/show offices, Load-in area, VIP/Club areas, Stage, FOH sound/lights, trucks/busses, catering, artist gate/ backstage, public area/seating roamers
BOX OFFICE - 7 SUPERVISOR - 1	



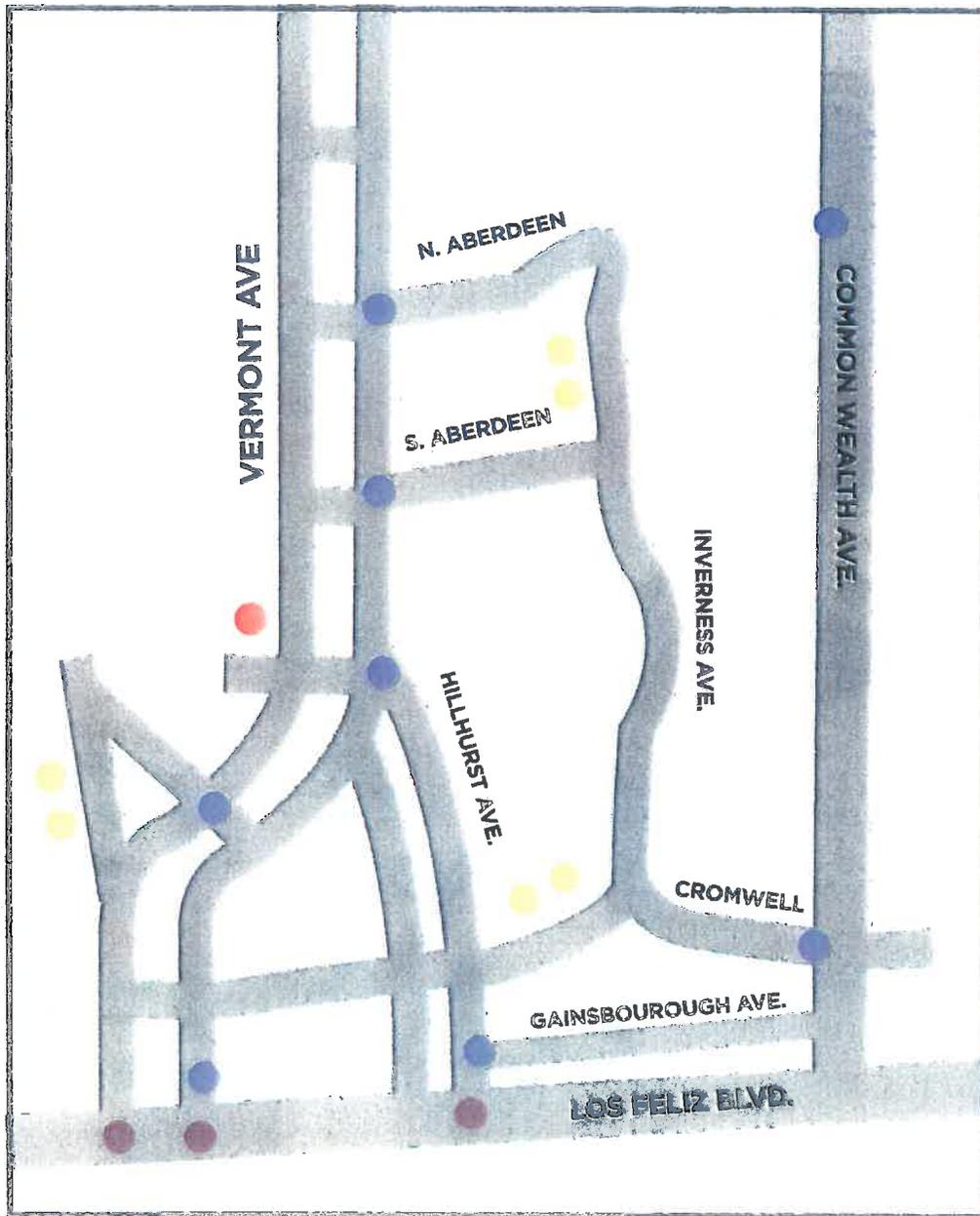
# SAMPLE EVENT SERVICES PLAN

Below is a site diagram showing the locations of the various personnel by position.



# SAMPLE EVENT SERVICES PLAN

Below is a site diagram showing the locations of the various personnel by position.



- DEPARTMENT OF TRANSPORTATION
- OFF DUTY POLICE OFFICER
- YELLOW JACKET SUPERVISOR
- YELLOW JACKETS

General locations relative to both vehicular and pedestrian traffic patterns

# Event Services Staffing Map

