

CITY OF LOS ANGELES

CALIFORNIA

RAYMOND P. CIRANNA
INTERIM
CITY ADMINISTRATIVE OFFICER

ASSISTANT
CITY ADMINISTRATIVE OFFICERS

TOM COULTAS
PATRICIA J. HUBER



ANTONIO R. VILLARAIGOSA
MAYOR

April 13, 2009

Re: **REQUEST FOR PROPOSALS FOR INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

Dear Prospective Proposer:

The City of Los Angeles seeks Statements of Qualifications and Proposals from qualified insurance brokerage firms to manage, market and provide services for the Property and Liability Insurance programs of the City of Los Angeles. The Request for Proposals (RFP) reflects the RFP timeline and details of the evaluation requirements and process.

Please submit only the information outlined in the RFP. All proposals must be received no later than **Wednesday, May 13, 2009 at 3:00 p.m.** in order to be considered.

Should you require additional information or have any questions, submit your question(s) or request(s) no later than **3:00 p.m., Monday, April 27, 2009** to Richard B. Gough, who may be contacted via email at Rick.Gough@lacity.org or by fax at (213)978-7616. A copy of all proposer questions and the City's responses will be available by May 4, 2009 on the City of Los Angeles, CAO-Risk Management website: <http://www.lacity.org/cao/risk/index.htm>.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond P. Ciranna".

Raymond P. Ciranna
Interim Chief Administrative Officer

RPC:RBG:14090114



CITY OF LOS ANGELES



INSURANCE BROKERAGE SERVICES FOR PROPERTY AND LIABILITY INSURANCE PROGRAMS

REQUEST FOR PROPOSALS

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS
REQUEST FOR PROPOSALS**

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**GENERAL INFORMATION ABOUT THE CITY OF LOS ANGELES,
CITY ADMINISTRATIVE OFFICER AND CAO – RISK MANAGEMENT**

The City of Los Angeles is the second most populous city in the United States with an estimated 2007 population of approximately 4.2 million. Los Angeles is the principal city of a metropolitan region stretching from the City of San Buenaventura to the north, the City of San Clemente to the south, and the City of San Bernardino to the east. The City's 470 square miles contain 11.5 percent of the area and 38.9 percent of the population of the County of Los Angeles.

As Executive Officer, the Mayor supervises the administrative process of the City and works with the Council in matters relating to legislation, budget and finance. As governing body of the City, the 15 member, full-time Council enacts ordinances, levies taxes, approves utility rates, authorizes contracts and public improvements, adopts zoning and other land use controls and provides the necessary resources for the budgetary departments and offices of the City.

Public services provided by the City's approximately 40,000 employees include police, fire and paramedics, residential refuse collection and disposal, wastewater collection and treatment, street maintenance and other public works functions, enforcement of ordinances and statutes relating to building safety, public libraries, recreation and parks, community development, housing and aging services, planning, airports, harbor, power and water services and a convention center.

The City Administrative Officer is the chief financial advisor to the Mayor and Council, reporting directly to both. This Office assists the Mayor and Council in the preparation of the City budget, forecasts and manages revenue projections, manages the City's debt program, represents the City in the negotiation of all labor contracts, directs the development of work programs and standards and manages the City's risk management program.

The Risk Management team in the Office of the City Administrative Officer (CAO-Risk Management) manages the central risk management function for the City. CAO-Risk Management provides Citywide risk management services, including loss prevention and control, claims management and analysis, insurance and bonds compliance, insurance procurement, and small contractor insurance and bond programs.

II. GENERAL INSTRUCTIONS FOR PROPOSERS

A. PROVIDE A STATEMENT OF QUALIFICATIONS

Provide a concise description of your firm's qualifications to place and service insurance policies scheduled in Exhibit A and to assist the City with insurance and risk management-related activities. ***Do not include extraneous material not relevant to the information requested in this RFP.*** You should focus on your firm's services and expertise as it relates to the City and similar accounts.

1. Provide a brief history and description of your firm. Describe its size (by number of employees and/or revenues) and areas of specialization. In addition, provide the address of the office that would handle the City's account and advise of any specialization in that office that will benefit the City.
2. Provide a copy of your latest audited financial statement or other comparable document.
3. If selected as the successful broker, provide satisfactory evidence of insurance coverages as outlined in the Additional General Instructions for Proposers.
4. Provide the names, location, qualifications, and experience of each individual who would work on the City's account and describe the duties of each. This information should be provided for all account executives, marketing personnel, loss control personnel, claims personnel, risk management personnel and others who would actively work on the City's account.
5. Provide the names and telephone numbers of at least four references, preferably public entities in California. These should include other accounts similar to the City. Identify the account size and types of coverage handled for each reference provided and the length of time your firm has handled the account. Also show the name of the individual within your firm who is responsible for the account.
6. Describe what your firm will do to ensure that it thoroughly understands and keeps abreast of the City's loss exposures if it is selected as the successful broker.
7. Describe how your firm evaluates the financial stability of insurers and any minimum standards placed on insurers.

8. Describe how you plan to be compensated, whether on the basis of fees or commissions or as a combination. Describe how the amount of commission and fees will be determined initially and over time, and whether you would receive any other income for placing the City's insurance or related services.
9. Describe other related services that your firm could provide that may be of benefit to the City.

B. PROVIDE AN ASSESSMENT OF CURRENT INSURANCE PROGRAMS

Please carefully review each insurance policy identified in Exhibit A and provide the following:

1. An overall assessment of the structure of each policy or group of policies, commenting on the current insurance companies and limits of coverage for each, including adequacy of overall limits of protection and appropriateness of various retention or deductible amounts. Please note: certain City property insurance policies do not require complete scheduling of insured property.
2. A critical review of the current coverage provided, identifying any features that might be particularly attractive to the City. This review could include the use of particular insurers, coverage forms, special clauses, wording, consolidation of policies, etc. Please be specific and explain why any changes should be made.

C. PROVIDE A CONCEPTUAL PROPOSAL, INCLUDING MARKETING PROCESS

If your firm were selected as the City's broker of record for the designated insurance coverages, describe how your firm would market the upcoming renewals for the various insurance policies identified in Exhibit A:

1. List the insurers (showing the complete name of each, including the insurance parent or group affiliation, if any) you feel would be most competitive in terms of security, price, and scope of coverage. Insurers must be listed in the order of preference that you would approach for providing coverage to the City. For each insurer, identify the managing general agent, surplus lines broker or other entity that you would use if not approaching them directly. Also, list the current Best's rating and indicate whether the insurer is admitted in California. If you would use the London market, identify the London brokers and specific underwriters (Lloyd's syndicates or other insurers) that would be used.
2. If you propose to replace any of the current insurers, describe any special factors the City should consider in making such a decision.
3. If you propose to retain the current insurers, explain why and what benefit the City would gain in having your brokerage firm place such renewal.

4. If your firm has ownership in or an affiliation with any managing general agent, surplus lines broker, reinsurance broker, insurer, re-insurer or any other organization you would use in placing the City's insurance coverages, it should be identified and complete details provided.
5. Identify the underwriting data you would require to market the insurance coverages scheduled in Exhibit A.
6. Explain your approach to obtaining the best coverage and pricing for the City. Provide a rough estimate of premiums for the upcoming program renewals.
7. Identify the timing of your marketing effort and explain your strategy for marketing the City's program at that proposed time.
8. Describe the activities you would perform in marketing the designated insurance.
9. Describe the City's role in this marketing process.
10. Describe the marketing presentation you would prepare for submittal to each insurance company (organization and type of information contained therein).

SCOPE OF WORK

The successful proposer shall provide at least the following services as well as all services outlined in Exhibit B – Brokerage Services Agreement (Sample).

A. INSURANCE MARKETING

1. Provide accurate and complete information regarding the most advantageous insurance markets from the standpoint of cost, service, coverage, and security.
2. Prior to each renewal, prepare a market analysis and forecast for each policy or group of policies listed in Exhibit A. Such analysis must identify pricing and service trends, availability of markets, the longer-term direction of the market, and the feasibility of reducing costs and/or improving coverages by consolidating policies into one or more master policies.
3. Market required insurance coverages and additional insurance needs as requested during the term of the brokerage services agreement. This function shall include preparation of complete and accurate specifications for presentation to the insurance marketplace.
4. Assist in the preparation of materials, specifications, and underwriting data required by insurers. This includes working with the City to gather the necessary information.

5. Verify the accuracy and adequacy of all binders, policies, policy endorsements, invoices, claims information and other insurance-related documents prior to delivery to the City. Any coverage changes at renewal shall be communicated in writing by the broker to the City.
6. Provide recommendations on coverage changes and program adjustments or restructuring, as needed.

B. CLAIMS

Provide expert assistance in handling claims, including but not limited to:

1. Preparing proofs of loss or claim reports.
2. Obtaining loss settlements, histories and summaries from insurers.
3. Maintaining a database of all important claims information and submitting reports as required by the City.

C. ADMINISTRATION

1. Issue binders, certificates of insurance and other coverage-verification documents as required.
2. Respond to City's questions regarding insurance coverages and related issues.
3. Structure insurance programs to eliminate gaps or overlaps in coverage and provide the terms and limits requested by the City.
4. Keep appropriate records as required by the City.

D. RISK MANAGEMENT SERVICES

1. Participate in the development and improvement of risk-control programs.
2. Participate in the evaluation of risk-financing opportunities/alternatives that may be available to the City.
3. Evaluate and monitor each insurer's financial status and advise the City immediately of any adverse developments that might impact existing or renewal insurance placements.
4. Prepare and provide to the City an annual stewardship report on all coverages placed, activities performed and planned, future plans and goals for cost reduction, program enhancement and all remuneration received from any insurer or any other source in connection with the City's insurance.

ADDITIONAL GENERAL INSTRUCTIONS

The following additional general instructions are issued to all proposers and should be followed in the development and presentation of proposals.

1. Insurance Market Contact

Proposers are ***not*** authorized to approach insurers or any other underwriting sources on behalf of the City. No insurance market contact may be made on behalf of the City and no market reservations or commitments may be made for any purpose with respect to any insurance or reinsurance to be provided for the City. Failure to adhere to this request by a proposing broker may disqualify such broker's proposal.

2. Minority/Women/Other Business Enterprises Opportunities

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises (OBEs) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. The Broker shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all business enterprises, including MBEs, WBEs, and OBEs have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this agreement.

Proposers must demonstrate in their proposal the best efforts taken to recruit M/W/OBEs and enhance employment opportunities for minorities, women, and others for subcontract opportunities.

3. Proposer Questions and Responses

All questions concerning this RFP must be submitted prior to 3:00 p.m., Monday, April 27, 2009, via e-mail or fax to:

**Richard B. Gough, ARM
Risk Manager
rick.gough@lacity.org
Fax (213) 978-7616**

A copy of all proposer questions and the City's responses will be available on the CAO-Risk Management website: <http://www.lacity.org/cao/risk/index.htm> on or before May 4, 2009.

Information included in this RFP is believed accurate based on known information. Proposers and underwriters are provided with this information so they may be

knowledgeable concerning the extent and character of the risks to be insured and the City's requirements.

4. Broker of Record Appointment and Services Agreement

The Broker of Record appointment will be made on or about June 2, 2009, subject to the approval of the Mayor, City Administrative Officer, and City Attorney. The selected broker will be required to execute a Brokerage Services Agreement (Agreement) substantially similar to the sample included in this RFP for a three-year period.

5. Acceptance of Terms and Conditions

Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms and conditions in this RFP. Further, the terms and conditions stated in the sample Agreement of this RFP will be included in the final Agreement. The City reserves the right to further negotiate the terms and conditions of the Agreement. Proposers will be deemed to have read, understood and accepted those terms and conditions unless specific changes are requested in the conceptual proposal submitted and are accepted by the City.

6. Insurance Requirements

Prior to commencement of work and at Broker's own cost and expense, Broker and each of its subcontractors shall procure and maintain the following insurance for the term of this agreement and any additional terms:

<u>Coverage</u>	<u>Minimum Limits</u>
General Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per accident, combined single limit
Workers' Compensation/Employer's Liability	Statutory/\$1,000,000 per accident
Professional Liability	\$5,000,000 per claim/aggregate

Broker will be required to abide by the attached (Exhibit D), City of Los Angeles Standard Provisions for City Contracts (Rev. 03/09), in its entirety, including all insurance requirements. Such provisions are not subject to negotiation during the contractual phase.

III. SUBMISSION OF STATEMENT OF QUALIFICATIONS/ PROPOSALS

Proposals not in compliance with the following instructions are subject to disqualification:

- Proposals must be submitted in writing and signed by an officer of the organization authorized to execute the proposal. The proposal must contain a statement that the proposal is valid for a period of at least ninety (90) days from the date of delivery.
- The proposal must be submitted in 8-1/2 by 11 inch page format. All pages must be numbered.

To be considered responsive to this solicitation, proposals must include complete responses to all items requested in this RFP, including completed responses to the Standard Provisions for City Contracts (see Exhibits):

- City Business Tax Registration Certificate or Vendor Registration Number
- Evidence of Insurance
- Affirmative Action Program
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Child Care Declaration Statement
- Child Support Ordinance
- Contractor Responsibility Ordinance and Affidavit of Non-Collusion compliance.

Failure to include satisfactory responses to these items may result in the City rejecting such proposals as non-responsive.

- Two (2) proposal copies and at least one reproducible proposal copy which may be in an electronic format must be delivered to City, **no later than 3:00 p.m., Wednesday, May 13, 2009 to the following address:**

City Administrative Officer, Risk Management
City of Los Angeles
200 North Main Street, Room 1240 City Hall East
Los Angeles, CA 90012

The proposal envelope must be **boldly marked:**

**"PROPOSAL FOR INSURANCE BROKERAGE SERVICES FOR PROPERTY AND
LIABILITY INSURANCE PROGRAMS"**

IV. EVALUATION OF PROPOSALS

A. RATING PANEL

Proposals will be rated solely on the information received, and therefore, proposals should be comprehensive and thorough. A panel composed of City staff will evaluate and rate proposals based on the requirements outlined in this RFP. At any time during the City's RFP process, the panel may utilize the services of appropriate experts to assist them in their evaluation.

Each rater will complete a written evaluation document. The numerical scores for each proposal will be totaled, and the proposals will be ranked from the highest to the lowest score. The proposer whose proposal receives the highest overall score will be recommended to serve as the City's Broker of Record.

B. ORAL INTERVIEWS

Oral presentations will be conducted by the rating panel on Wednesday, May 20, 2009 and Thursday, May 21, 2009.

C. EVALUATION CRITERIA

Proposal evaluations are subject to the following evaluation criteria and corresponding weighting percentages:

1. Qualifications of Firm (45%)
2. Assessment of Current Program and Conceptual Insurance Program (25%)
3. Broker Fees/Costs (20%)
4. Minority/Women/Other Business Enterprises outreach (10%)

D. CITY'S RIGHTS

The City, in its review and evaluation of proposals, reserves the right to:

- ☐ Reject any or all proposals received
- ☐ Cancel the entire RFP at any time
- ☐ Issue or not issue subsequent RFPs
- ☐ Accept or reject any portion of any proposal received
- ☐ Negotiate with any or none of the proposers
- ☐ Waive any and all formalities not considered advantageous to the City

All costs and expenses associated with the development of a response to this RFP are the sole responsibility of the proposer. The City is not obligated to the proposer in any manner and will not reimburse or pay any cost incurred by the proposer in responding to this or any subsequent RFP.

Exhibit A

Insurance Policies of the City of Los Angeles

Renewal Date	Coverage	Carrier	Policy Number	Limits	Premium	Comments
5/18/2009	GL	Scottsdale Ins. Co.	BCS0019089	\$1MM/\$2MM	23,056	CAO - Placement Based on City Election Schedule
3/27/2010	GL	Arch Specialty Ins. Co.	DPC002798500	\$1MM/\$2MM, \$5K deductible	19,097	Volunteer Neighborhood Beautification/Public Works Community Beautification
3/27/2010	Auto Liability	RLI Insurance Co.	CAP9500972	\$1MM	22,354	ITA City View Channel 35
3/27/2010	GL & Property (Equipment)	Nautilus Insurance Co.	NC894930	\$1MM	15,889	ITA City View Channel 35
3/27/2010	GL & Property	Philadelphia Ins. Co.	PHPK402607	GL\$1MM/\$1MM, Property \$2,500	1,486	Library
3/27/2010	GL Excess	Philadelphia Ins. Co.	PHUB267436	\$1MM XS of \$1MM	1,000	Library
3/27/2010	B&M	Zurich Ins. Co.	BM 9140118 01	\$100 MM	108,785	MICLA Requirement
3/27/2010	Property	Lexington Ins. Co.	5467199	\$85MM part of \$600MM	163,774	MICLA Requirement
3/27/2010	Property	Allianz Global Risk US Ins.	CLP3009258	\$200MM part of \$600MM	395,113	MICLA Requirement
3/27/2010	Property	Zurich North America	ERP 9140209-01	\$315MM part of \$600MM	654,203	MICLA Requirement
3/27/2010	Property	Travelers Property Casualty Co. of America	KTQXSP8379 C477	\$400MM XS of \$600MM	133,220	MICLA Requirement
3/27/2010	Property (Terrorism)	Lexington Ins. Co.	9406933	\$100MM	151,689	MICLA Requirement
3/27/2010	Property (Terrorism)	Lloyd's of London	B080111817G08	\$100MM XS of \$100MM	82,580	MICLA Requirement
3/27/2010	General Liability	New Hampshire Ins. Co.	TBD	\$1 MM/\$3MM AGG. w/TRIA	61,114	Convention Center
3/27/2010	Primary Umbrella Liability	National Union Fire Insurance Co.	BE065841411	\$25 MM XS of \$1 MM w/TRIA	31,218	Convention Center
3/27/2010	XS Liability	Great American Ins. Co.	EXC8242123	\$25 MM XS of \$25 MM w/TRIA	35,382	Convention Center
3/27/2010	XS Liability	Federal Insurance/Chubb	79820156	\$25MM part of \$50MM XS of \$50MM	29,219	Convention Center
3/27/2010	XS Liability	Navigators	OCO9EXR587377N	\$25MM part of \$50MM XS of \$50MM	29,219	Convention Center
3/27/2010	Auto/Garagekeepers LL	New Hampshire Ins. Co.	AIA544694102	\$1MM/\$2MM	4,060	Convention Center
3/27/2010	Fine Arts	Underwriters at Lloyd's	B0576GPYA29H	\$13MM Blanket Limits	42,539	Cultural Affairs
4/1/2010	Accidental Medical	OneBeacon Ins. Co.	2140000000000	\$25,000 per occ./\$500,000 Aggregate	33,345	Mayor's Office
2/28/2012	Crime Policy	Fidelity & Deposit Co. of Maryland	CCP0051245	\$5 MM Employee Dishonesty	88,604	Charter Requirement
					2,126,946	Total Premiums

Exhibit B

AGREEMENT

**BETWEEN BROKER AND THE CITY OF LOS ANGELES
FOR PROPERTY AND LIABILITY INSURANCE BROKERAGE SERVICES
(SAMPLE)**

**AGREEMENT BETWEEN
BROKER AND THE CITY OF LOS ANGELES
FOR PROPERTY AND LIABILITY INSURANCE BROKERAGE SERVICES**

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This Broker Services Agreement (AGREEMENT) is made and entered into on July XX, 2009 by and between Broker (BROKER), and the City of Los Angeles (CITY) acting through its Office of the City Administrative Officer, Risk Management.

RECITALS:

- A. CITY, through the Office of the City Administrative Officer, Risk Management, purchases insurance coverage consistent with the guidelines of the City's Risk Management Policy.
- B. CITY requires certain technical and expert services of a temporary and occasional nature consisting generally of insurance broker services to cost-effectively secure quality insurance on a continuous basis for the CITY.
- C. BROKER has expertise as an insurance brokerage firm and was selected to provide the required services following a competitive Request for Proposals process.
- D. The required services can be performed more economically or feasibly by BROKER than by CITY employees.

NOW, THEREFORE, the parties do agree as follows:

1.0 BROKERAGE SERVICES

The BROKER will:

- 1.1 Provide accurate and complete information regarding the most advantageous insurance markets from the standpoint of cost, service, coverage and security.
- 1.2 Prior to each renewal, prepare a market analysis and forecast for each policy or group of policies listed in Exhibit A – Insurance Policies of the City of Los Angeles. Such analysis must identify pricing and service trends, availability of markets, the longer-term direction of the market and the feasibility of reducing costs and/or improving coverages by consolidating policies into one or more master policies.
- 1.3 Market required insurance coverages and additional insurance needs on a timely basis as requested during the term of the AGREEMENT. This function shall include preparation of complete and accurate specifications for presentation to the insurance marketplace.

- 1.4 Assist in the preparation of materials, specifications, and underwriting data required by insurers. This includes working with the CITY to gather the necessary information.
- 1.5 Fully document marketing of the required insurance coverages, including copies of any declinations received from insurance carriers.
- 1.6 Verify the accuracy and adequacy of all binders, policies, policy endorsements, invoices, claims information, and other insurance-related documents prior to delivery to the CITY. Each page of each insurance policy placed shall be initialed by the broker, indicating that the policy has been reviewed by a technically qualified representative of the broker. Any irregularities or required corrections or coverage changes shall be promptly communicated in writing by the BROKER to the CITY.
- 1.7 Provide recommendations on coverage changes and program adjustments or restructuring, as needed.
- 1.8 Assist the CITY in preparing proofs of loss or claims reports.
- 1.9 Assist the CITY in obtaining loss settlements, histories and summaries from insurers.
- 1.10 Assist the CITY in maintaining a database of all important claims information and submitting reports as required by the CITY.
- 1.11 Issue binders, certificates of insurance, and other coverage verification documents as required.
- 1.12 Respond to CITY'S questions regarding insurance coverages and related issues.
- 1.13 Structure insurance programs to eliminate gaps or overlaps in coverage and provide the terms and limits requested by the CITY.
- 1.14 Provide expert evaluation in the development (and improvement) of risk control programs.
- 1.15 Participate in all risk control surveys performed by or on behalf of insurance carriers.
- 1.16 Participate in the evaluation of risk financing opportunities/alternatives that may be available to the CITY.
- 1.17 Evaluate and monitor each insurer's financial status and advise the CITY

immediately of any adverse developments that might impact existing or renewal insurance placements.

- 1.18 Prepare and provide to the CITY an annual stewardship report on all coverages placed, activities performed and planned, future plans and goals for cost reduction, program enhancement, and contributions and all remuneration received from any insurer or any other source in connection with the CITY'S insurance.
- 1.19 Attend meetings with CITY, as needed and requested by CITY.
- 1.20 Perform additional services as outlined in BROKER'S conceptual proposal.

2.0 CITY RESPONSIBILITIES

The CITY will:

- 2.1 Provide accurate and timely insurance application information to BROKER as needed to secure quotations for coverage.
- 2.2 Provide payment to BROKER of premiums, premium taxes, agreed fees, and surcharges, BROKER administration fees to be paid by the CITY, including payment of mutually agreed upon additional services or work, within forty-five (45) days after invoice approval.

3.0 STAFFING AND SUBCONTRACTING

- 3.1 BROKER is not an employee, agent, or other representative of the CITY. BROKER has no authority to act for, legally represent, or otherwise bind or legally commit the CITY in any way except as authorized by the City Administrative Officer or the Director of Risk Management as designee. Notwithstanding the foregoing provisions, the duty of BROKER to the CITY is a fiduciary one entailing the highest duty of individual loyalty. (Refer to Standard Provisions for City Contracts, Rev. 03/09 (STANDARD PROVISIONS), Section PSC-11 INDEPENDENT CONTRACTOR)
- 3.2 With the prior approval of the City Administrative Officer or the Director of Risk Management as designee, BROKER may enter into subcontracts for the performance of parts of the services associated with this AGREEMENT. The CITY shall at no time be responsible for the acts or omissions of BROKER'S subcontractors and persons directly or indirectly employed by them. Nothing in this AGREEMENT shall constitute any

contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be directly responsible for the payment of, any sums to any subcontractor.

- 3.3 BROKER must inform CITY within seventy-two (72) hours, of any changes of principals handling the CITY's account and the qualifications of the prospective principals. Such changes shall be made subject to the approval of the CITY.

4.0 COMPENSATION FEES AND REIMBURSEMENT

- 4.1 BROKER shall submit invoices to the CITY stating all insurance premiums, premium taxes, fees and surcharges to be paid by the CITY for the insurance coverage procured under this AGREEMENT as well as all BROKER administration fees to be paid by the CITY. All sources of BROKER compensation must be disclosed, and contingent commissions will not be allowed. As set forth in Section 2.2, the CITY shall provide payment to BROKER of such insurance premiums, premium taxes, fees and surcharges for insurance coverage and BROKER administration fees within forty-five (45) days after invoice approval.
- 4.2 BROKER shall promptly remit to the appropriate insurance carrier(s) all insurance premiums, premium taxes and fees for the insurance coverage procured under this AGREEMENT.
- 4.3 All invoices submitted by BROKER shall be sent to CITY at the following address:

City of Los Angeles
Office of the City Administrative Officer
Risk Management Division
200 N. Main Street, Suite 1240
Los Angeles, CA 90012
Attn: Victor T. Parker

- 4.4 All written correspondence or official contact from CITY to BROKER shall be submitted to the following address:

(BROKER)
(Address)

- 4.5 Any additional professional services or work performed by BROKER which has been requested pursuant to Section 4.6 below, except for actuarial services, will be billed to CITY at a rate of (to be determined) per hour, commensurate with the services provided. Services for actuarial work, if requested by CITY, will be billed at the rate such services are charged to BROKER. The CITY is under no obligation to authorize any amount of additional professional services or work.
- 4.6 In the event the CITY and BROKER mutually agree upon additional services to be performed by BROKER, BROKER shall submit an itemized statement to the CITY setting forth the hours worked by BROKER, the specific services performed, and the charges therefor. Statement shall include sufficient and proper documentation evidencing the performance and completion of said additional services or work. After the CITY'S verification of said statement, compensation will be made as agreed in Section 2.2 above.

5.0 INDEMNIFICATION

- 5.1 Refer to STANDARD PROVISIONS, Section PSC-20 INDEMNIFICATION.

6.0 INSURANCE

- 6.1 Refer to STANDARD PROVISIONS, Section PSC-24 INSURANCE.

7.0 AUDIT

- 7.1 An audit of this program may be made from time to time at the discretion of the CITY at no expense to BROKER. BROKER shall cooperate with the auditor named by the CITY, and make available necessary records. Such audits shall be conducted during normal working hours at the offices of BROKER where such records are normally maintained.

8.0 TERM OF AGREEMENT AND CANCELLATION

- 8.1 The term of this AGREEMENT shall be from July 1, 2009 through June 30, 2012.
- 8.2 This AGREEMENT may be canceled by either party with or without cause on thirty (30) days' written notice or by mutual written agreement of the

parties. Said notice, on the CITY's behalf, will be given by the City Administrative Officer or the Director of Risk Management as designee. Upon such cancellation, BROKER shall: a) make an accounting to CITY of all funds collected by BROKER during the current policy period, b) report the status of all participant policies in force, c) report the status of any claims in process and d) provide CITY with copies of all documents and any related information necessary for CITY to continue the administration of insurance coverage.

- 8.3 If the interest of the BROKER under this AGREEMENT shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

If the BROKER is a corporation and becomes a possessor or merged corporation in a consolidation, or a corporation in dissolution; or

If by or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the BROKER and such possession or control shall continue in effect for a period of thirty (30) days; then,

Upon the occurrence of any of the events specified in this Section 8.3, the CITY shall have the right, after having given the BROKER seven (7) or more days' written notice, to terminate this AGREEMENT.

- 8.4 In the event BROKER has been paid commission by the participants for placing and providing services regarding any coverage and, for whatever reason, this AGREEMENT is terminated by BROKER, BROKER will continue to provide services to the participants regarding that coverage until the respective policy expires.

9.0 GOVERNING LAW

- 9.1 This AGREEMENT is made under and shall be construed in accordance with and governed by the laws of the State of California.
- 9.2 BROKER shall comply with all laws, rules, and regulations applicable to its performance of the services provided hereunder.
- 9.3 CITY's failure to enforce any provisions of this AGREEMENT, or the waiver thereof in any instance, shall not be construed as a general waiver

or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- 9.4 If any provision or part of this AGREEMENT shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect. (Refer to STANDARD PROVISIONS, Sections PSC-8 BREACH, PSC-9 WAIVER, PSC-33 CONTRACTOR RESPONSIBILITY ORDINANCE, and PSC-26 WARRANTY AND RESPONSIBILITY OF CONTRACTOR).

10.0 ATTACHMENTS

- 10.1 Insurance Policies of the City of Los Angeles (EXHIBIT A).
- 10.2 The Standard Provisions for City Contracts, Rev. 03/09, (STANDARD PROVISIONS) are hereby incorporated into and made a part of this AGREEMENT as though set forth at length. In the event of any inconsistency between the provisions of this AGREEMENT and the STANDARD PROVISIONS, the inconsistency shall be resolved by giving precedence first to the paragraphs set forth in this AGREEMENT and then to the STANDARD PROVISIONS.
- 10.3 The terms and conditions of the Request for Proposals (RFP) released on April 15, 2009 are hereby incorporated into and made a part of this AGREEMENT as though set forth at length. In the event of any inconsistency between the provisions of this AGREEMENT and the RFQ/CP, the inconsistency shall be resolved by giving precedence first to the paragraphs set forth in this AGREEMENT and then to the RFQ/CP.
- 10.4 The terms and conditions of the BROKER'S Statement of Qualifications and Conceptual Proposal dated (mm/dd/yyyy) (BROKER'S SOQ/CP) are hereby incorporated into and made a part of this AGREEMENT as though set forth at length. In the event of any inconsistency between the provisions of this AGREEMENT and the BROKER'S SOQ/CP, the inconsistency shall be resolved by giving precedence first to the paragraphs set forth in this AGREEMENT and then to the BROKER'S SOQ/CP.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

BROKER

By: _____
Raymond P. Ciranna
Interim City Administrative Officer

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

Karen E. Kalfayan, City Clerk

By: _____

By: _____

Deputy Clerk

Date: _____

Date: _____

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

POLICY LISTING

City of Los Angeles - Loss History Policy Listing

City of Los Angeles Harbor Department (Crime)

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Crime	\$5,000,000	F&D Co. -Zurich	CCP0051245-08	2/28/12
Crime	\$5,000,000	F&D Co. -Zurich	CCP0051245-05	2/28/09

Los Angeles Convention Center

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
General Liability	\$1,000,000	Lexington	AIP22355000	3/27/09
Auto Liability	\$1,000,000	New Hampshire	AIA544694101	3/27/09
Umbrella	\$25,000,000	National Union	BE6080723	3/27/09
Excess Liability	\$25M xs \$25M	Great American	EXC2194660	3/27/09
Excess Liability	\$25M xs \$50M	Federal Ins. Co.	798201156	3/27/09
Excess Liability	\$25M xs \$25M pol \$50M	XL Ins. America	US00010834LI08A	3/27/09

Commercial Property	Travelers Property and Casualty	CKTQXSP294T3404-06	11/1/06
Boiler & Machinery	Hartford Steam Boiler Inspection	FBP2215581	11/1/06
Boiler & Machinery	Hartford Steam Boiler Inspection	FBP9933859	11/1/06
Commercial Property	Affiliated FM Insurance Company	EH136	11/1/06
Commercial Property	Allianz Global Risks US Insurance	CLP3006184	11/1/06
Commercial Property	Insurance Company of the West	CHO114814-02	11/1/06
Commercial Property	Federal Insurance Company	661-96-34 LAO	11/1/06
Commercial Property	Allianz Global Risks US Insurance	CLP3007031	11/1/06

Terrorism	Lloyds of London	ULE0752	3/27/08
Commercial Property	Continental Casualty Company	RMP2079610750	3/27/08
Commercial Property	Landmark American Insurance Co	LHD413119	3/27/08
Commercial Property	Travelers Property and Casualty	CKTQXSP8379 C477-06	3/27/08
Commercial Property	Zurich American Insurance Comp	ERP9140209-00	3/27/08
Commercial Property	Allianz Global Risks US Insurance	CLP3007773	3/27/08
Boiler & Machinery	Zurich American Insurance Comp	BM9140118-00	3/27/08
Terrorism	Lexington Insurance Company	9406491	3/27/08
Commercial Property	Lexington Insurance Company	1115669	3/27/08

Boiler & Machinery	Zurich American Insurance Comp	BM9140118-01	3/27/09
Terrorism	Lexington Insurance Company	9406933	3/27/09
Terrorism	Lloyds of London	B080111817G08	3/27/09
Commercial Property	Lexington Insurance Company	5467199	3/27/09
Commercial Property	Allianz Global Risks US Insurance	CLP3009258	3/27/09
Commercial Property	Zurich American Insurance Comp	ERP9140209-01	3/27/09
Commercial Property	Travelers Property and Casualty	CKTQXSP8379C47-7-08	3/27/09

City of Los Angeles - Various

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Fine Arts IM		Lloyd's	GNYA29H	3/27/09
Fine Arts IM		Lloyd's	GNYA29H	3/27/08

Friends of the Los Angeles Public Library

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Comm. Package		Prop./GL Philadelphia Ins.	PHPK321094	3/27/09
Umbrella	\$1M/\$1M/\$1M SIR \$10K	Philadelphia Ins.	PHUB241811	3/27/09

City View Channel 35/Independent Film Makers

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Comm. Auto	\$1M	CSL RLI Ins. Company	CAP9500971	3/27/09
Inland Marine/GI	Policy Schedule on File	Nautilus Ins. Co.	NC795977	8/7/09

City of Los Angeles Community Beautification Grant

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
General Liability	\$1M/\$1M/\$1M	ARCH Ins. Group	DPC0027985-00	6/26/09

City of Los Angeles Election Poll Locations

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
General Liability	\$1M/\$2M Ded.\$10K	Scottsdale Insurance Company	BCS0019089	5/18/09

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

CRIME LOSS SUMMARY & LOSS RUN

City of Los Angeles Harbor Department

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Crime	\$5,000,000	F&D Co. -Zurich	CCP0051245-08	2/28/12
Crime	\$5,000,000	F&D Co. -Zurich	CCP0051245-05	2/28/09

Loss Summary

Valuation date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserve	Expenses	Total Incurred	Closed Claims	Open Claims	Premium	Loss Ratio
Crime	2/28/2007	2/28/2012	CGP0051245	Zurich	12/02/2008	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#VALUE!
Crime	2/28/2007	2/28/2009	CGP0051245	Zurich	12/02/2008	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#VALUE!
Crime	2/28/2006	2/28/2007	CGP0051245	Zurich	12/02/2008	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#VALUE!
Crime	2/28/2005	2/28/2006	CGP0051245	Zurich	12/02/2008	\$1,872,581.33	\$0.00	\$76,484.55	\$1,949,065.88	1	0		#VALUE!
Crime	2/28/2004	2/28/2005	CGP0051245	Zurich	12/02/2008	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#VALUE!
Crime Total						\$1,872,581.33	\$0.00	\$76,484.55	\$1,949,065.88	1	0	\$0.00	#VALUE!
				Total	\$0.00	\$1,872,581.33	\$0.00	\$76,484.55	\$1,949,065.88	1	0	\$0.00	#VALUE!



ZURICH

Claim Summary Policy Year Totals

Zurich North America - Financial Enterprises



Policy Number:	CCF0051245	Account Name:	CITY OF LOS ANGELES
Policy Years:	2001 thru 2008	Producer Name:	ALLIANT INS SERVICES INC
Business Unit Name:	Financial Enterprises	Valuation Date:	NOV 11/30/2008

Policy Year	Paid Losses & Expenses	Total Reserves	Total Incurred	Total Claims	Total Open Claims	Total Recoveries	Net Incurred
2001	0	0	0	0	0	0	0
2002	0	0	0	0	0	0	0
2003	0	0	0	0	0	0	0
2004	0	0	0	0	0	0	0
2005	1,949,066	0	1,949,066	1	0	135	1,949,201
2006	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0
Report Total:	1,949,066	0	1,949,066	1	0	135	1,949,201



Zurich North America Specialties - Customer Report with Reserves and Status

City of Los Angeles

Closed

Claim Number	Date of Loss	Policy Identifier	Accident Narrative	Val ID	Reserves Indemnity	Reserves Expense
Claim Status Description	Date Reported to ZA	CIID Policy Effective Date	Loss Location	Paid Indemnity	Paid Expense	Gross Incurred Total
6850152172	20050731	CCP-0051245	Employee Dishonesty	CRFID	0.00	0.00
Closed	20050907	20050228	Los Angeles, CA	1872581.33	76484.55	1949065.88
Sum:					0.00	0.00
1						
Sum:				1872581.33	76484.55	1949065.88

Total Insured

Claim Number	Date of Loss	Policy Identifier	Accident Narrative	Val ID	Reserves Indemnity	Reserves Expense
Claim Status Description	Date Reported to ZA	CIID Policy Effective Date	Loss Location	Paid Indemnity	Paid Expense	Gross Incurred Total
Sum:					0.00	0.00
1						
Sum:				1872581.33	76484.55	1949065.88

Zurich North America - Construction EDW Policy Claim Count

Last Updated Date
01/31/2009



EDW03436

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Claim Count Open	Claim Count Closed
--------------	--------------------------	--------------------------	---------------------------	---------------------	-----------------------

**Zurich North America - Construction
EDW Policy Claim Count**



Last Updated Date
01/31/2009

EDW03436

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Written Premium	Earned Premium	Claim Count Open	Claim Count Closed
--------------	-----------------------	-----------------------	------------------------	-----------------	----------------	------------------	--------------------

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

L.A. CONVENTION CENTER LOSS SUMMARY & LOSS RUN

Los Angeles Convention Center

			Expiration	
Policy	Limit of Liability	Carrier	Policy Number	Date
General Liability	\$1,000,000	Lexington	AIP22355000	3/27/09
Auto Liability	\$1,000,000	New Hampshire	AIA544694101	3/27/09
Umbrella	\$25,000,000	National Union	BE6080723	3/27/09
Excess Liability	\$25M xs \$25M	Great American	EXC2194660	3/27/09
Excess Liability	\$25M xs \$50M	Federal Ins. Co.	798201156	3/27/09
Excess Liability	\$25M xs \$25M pol \$50M	XL Ins. America	US00010834LI08A	3/27/09
Commercial Property		Travelers Property and Casualty Company o	KTQXSP294T3404-06	11/1/06
Boiler & Machinery		Hartford Steam Boiler Inspection & Insurance	FBP2215581	11/1/06
Boiler & Machinery		Hartford Steam Boiler Inspection & Insurance	FBP9933859	11/1/06
Commercial Property		Affiliated FM Insurance Company	EH136	11/1/06
Commercial Property		Allianz Global Risks US Insurance Company	CLP3006184	11/1/06
Commercial Property		Insurance Company of the West	CHO114814-02	11/1/06
Commercial Property		Federal Insurance Company	661-96-34 LAO	11/1/06
Commercial Property		Allianz Global Risks US Insurance Company	CLP3007031	11/1/06
Terrorism		Lloyds of London	ULE0752	3/27/08
Commercial Property		Continental Casualty Company	RMP2079610750	3/27/08
Commercial Property		Landmark American Insurance Company	LHD413119	3/27/08
Commercial Property		Travelers Property and Casualty Company o	KTQXSP8379 C477-06	3/27/08
Commercial Property		Zurich American Insurance Company	ERP9140209-00	3/27/08
Commercial Property		Allianz Global Risks US Insurance Company	CLP3007773	3/27/08
Boiler & Machinery		Zurich American Insurance Company	BM9140118-00	3/27/08
Terrorism		Lexington Insurance Company	9406491	3/27/08
Commercial Property		Lexington Insurance Company	1115669	3/27/08
Boiler & Machinery		Zurich American Insurance Company	BM9140118-01	3/27/09
Terrorism		Lexington Insurance Company	9406933	3/27/09
Terrorism		Lloyds of London	B080111817G08	3/27/09
Commercial Property		Lexington Insurance Company	5467199	3/27/09
Commercial Property		Allianz Global Risks US Insurance Company	CLP3009258	3/27/09
Commercial Property		Zurich American Insurance Company	ERP9140209-01	3/27/09
Commercial Property		Travelers Property and Casualty Company o	KTQXSP8379C47-7-08	3/27/09

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

AUTO & GL LOSSES FROM 9/11/02 THRU 3/27/09

Loss Summary

Valuation date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims	Premium	Loss Ratio
Auto	3/27/2008	3/27/2008	AIA0000544694102	AIG	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Auto	3/27/2008	3/27/2008	AIA0000544694101	AIG	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Auto	9/30/2006	9/30/2006	AIA0000544694100	AIG	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Auto	9/30/2005	9/30/2005	ECAD000345-02	Clarendon National	03/04/2009	\$3,206.78	\$0.00	\$2,089.75	\$5,296.53	1	0		#DIV/0!
Auto	9/30/2004	9/30/2005	ECAD000345-01	Clarendon National	03/04/2009	\$3,206.78	\$0.00	\$2,089.75	\$5,296.53	1	0	\$0.00	#DIV/0!
Auto Total													
General Liability	3/27/2008	3/27/2008	AP0000231550001	AIG	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
General Liability	9/30/2007	9/30/2007	AP0000231550000	AIG	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
General Liability	9/30/2006	9/30/2006	AP0000231550000	AIG	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
General Liability	9/30/2005	9/30/2005	EGL001088-02	Clarendon National	03/04/2009	\$450.00	\$17,083.24	\$15,063.46	\$32,596.70	4	1		#DIV/0!
General Liability	9/30/2004	9/30/2005	EGL001088-01	Clarendon National	03/04/2009	\$10,000.00	\$0.00	\$3,034.40	\$13,034.40	8	1	\$0.00	#DIV/0!
GL Total						\$10,450.00	\$17,083.24	\$17,326.86	\$4,860.10	13	1	\$0.00	#DIV/0!
Umbrella	3/27/2008	3/27/2008	BE6080723	AIG	02/19/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Umbrella	9/30/2007	9/30/2007	5681023	AIG	02/19/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Umbrella	9/30/2006	9/30/2006	832301	AIG	02/19/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Umbrella	9/30/2005	9/30/2005	9034002	AIG	03/06/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
Umbrella	9/30/2004	9/30/2005	2978943	AIG	03/06/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Umbrella Total													
1st Layer Excess Liability	3/27/2008	3/27/2008	EXG2194660	Great American	02/16/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
1st Layer Excess Liability	3/27/2007	3/27/2007	AEC5916394	Zurich	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
1st Layer Excess Liability	9/30/2006	9/30/2006	AEC5916394	Zurich	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
1st Layer Excess Liability	9/30/2005	9/30/2005	AEC5916394	Zurich	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
1st Layer Excess Liability	9/30/2004	9/30/2005				\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
1st Layer Excess Liability	3/27/2008	3/27/2008	79820156	Chubb	02/20/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
2nd Layer Excess Liability	3/27/2007	3/27/2007	79820156	Chubb	02/20/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
2nd Layer Excess Liability	9/30/2006	9/30/2006	79820156	Chubb	02/20/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
2nd Layer Excess Liability	9/30/2005	9/30/2005	79820156	Chubb	02/20/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
2nd Layer Excess Liability	9/30/2004	9/30/2005	79820156	Chubb	02/20/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
2nd Layer Excess Liability	3/27/2008	3/27/2008	US00010834108A	XL	02/18/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0		#DIV/0!
3rd Layer Excess Liability	3/27/2008	3/27/2008				\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
3rd Excess Total						\$19,656.78	\$17,083.24	\$39,416.61	\$90,156.63	14	1	\$0.00	#DIV/0!
Total					\$0.00	\$19,656.78	\$17,083.24	\$39,416.61	\$90,156.63	14	1	\$0.00	#DIV/0!

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

UMBRELLA LOSSES FROM 9/30/04 THRU 3/27/09

3/03/09 10:01:50

CITY OF LOS ANGELES (SEE
POLICY:

2003 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT:
C1456)
-LEXINGTON INSURANCE COMPANY

13549

PCC012P1 Page 1
DISTRIBUTION TO: KDAILEY
POL PERIOD: 0/00/00 0/00/00

NO POLICIES OR CLAIMS FOUND

3/03/09 10:01:50 2004 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT: 13549
CITY OF LOS ANGELES (SEE C1456)
POLICY: -LEXINGTON INSURANCE COMPANY

PCC012P1 Page 2
DISTRIBUTION TO: KDAILEY
POL PERIOD: 0/00/00 0/00/00

NO POLICIES OR CLAIMS FOUND

3/03/09 10:01:50 2006 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT: 13549
CITY OF LOS ANGELES (SEE C1456) (ARENAS/FACILITIES)
POLICY: -LEXINGTON INSURANCE COMPANY

PCC012P1 Page 5
DISTRIBUTION TO:KDAILEY
POL PERIOD: 9/30/06 9/30/07

9VAIA0000544694100
9/30/06 to 9/30/07
ACCOUNT TOTALS :

AIG AUTO ONLY

PC (ARENAS/FACILITIES)

34,229

1

34,229

3/03/09 10:01:50 2007 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT: 13549
CITY OF LOS ANGELES (SEE C1456) (ARENAS/FACILITIES)
POLICY: -NEW HAMPSHIRE INSURANCE COMPANY

PCC012P1 Page 6
DISTRIBUTION TO: KDAILEY
POL PERIOD: 9/30/07 3/27/08

9VAIA0000544694101
9/30/07 to 3/27/08
ACCOUNT TOTALS :

AIG AUTO ONLY

PC (ARENAS/FACILITIES)

0

NO CLAIMS TO DATE

3/03/09 10:01:50 2008 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT: 13549
CITY OF LOS ANGELES (SEE C1456) (ARENAS/FACILITIES)
POLICY: -LEXINGTON INSURANCE COMPANY

PCC012P1 Page 7
DISTRIBUTION TO: KDAILEY
POL PERIOD: 3/27/08 3/27/09

9UAIP0000223550001
3/27/08 to 3/27/09

AIG PACKAGE

PC (ARENAS/FACILITIES)

9VAIA0000544694102
3/27/08 to 3/27/09

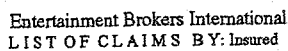
AIG AUTO ONLY

PC (ARENAS/FACILITIES)

ACCOUNT TOTALS :

0

NO CLAIMS TO DATE



Time: 07:22

Page: 1

<u>Sort Options</u>	<u>Descending</u>	<u>SubTotal Options</u>
Policy	YES	YES
	NO	NO
	NO	NO

Branch Claim No	LLA#	ID	Mgr ID	Date of Loss	Date Closed	Policy Type	Site Code	Ins. Co.	Risk Type	Program ID	Exp. Incurred	Medical PTD	Med. Incurred	Salvage	Other
Insured ID	CAT#	Policy Number	ST	Date Rec'd	Days Active	Original Loss Rev	Loss PTD	Loss Incurred	Original Exp Rev	Expense PTD	Exp. Movement	O/S Exp Rev	Gross Incurred	Subrogation	Net Incurred
Agent ID	Agent Name					Loss Movement	O/S Loss Rev	Loss County	Exp. Movement	H.Q. Legal Ct.	In Suit	Recovery Ct.		Policy Eff.Dt.	Policy Exp.Dt.
X-Reference					XRef/Comments	Loss ST	Loss City		Loss Description						
CLR15936	LIA	105	104	10/01/05	10/18/05	GENL		CNI	VENUE	23401					
IN40001468		EGL-001089-02		10/18/05	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority						0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00
AG00478	Kaercher Campbell & Associates Insurance					CA Los Angeles			NO					09/30/05	09/30/06
FRO: Notice only reports for October 2005.															
CLR16511	LIA	704	707	09/30/05	03/31/06	GENL		CNI		23401					
IN40001468		EGL-001089-02		03/04/06	25	0.00	0.00	0.00	0.00	550.00	550.00	550.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority						0.00	0.00		550.00	0.00		0.00	550.00	0.00	550.00
AG00478	Kaercher Campbell & Associates Insurance					CA Los Angeles			NO					09/30/05	09/30/06
15786									FRO: Notice only file - March 2006.						
CLR17367	LIA	739	701	06/20/06	07/05/07	GENL		CNI		23401					
IN40001468		EGL-001089-02		12/01/06	216	2,000.00	450.00	450.00	675.00	1,116.60	1,116.60	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority						-1,550.00	0.00		441.60	0.00		0.00	1,566.60	0.00	1,566.60
AG00478	Kaercher Campbell & Associates Insurance					CA Los Angeles			NO					09/30/05	09/30/06
24097									GLPD - claimant's car struck a pole in the parking lot.						
CLR17633	LIA	808	807	09/01/06	08/07/08	GENL		CNI		23401					
IN40001468		EGL-001089-02		05/01/07	464	1,000.00	0.00	0.00	675.00	12,480.10	12,480.10	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority						-1,000.00	0.00		11,805.10	0.00		0.00	12,480.10	0.00	12,480.10
AG00478	Kaercher Campbell & Associates Insurance					CA Los Angeles			NO					09/30/05	09/30/06
GLBI - Suit filed by an employee of an independant contractor who fell from a cat walk on insured's premises.															
CLR18511	LIA	801	807	01/29/06	03/04/08	GENL		CNI		23401					
IN40001468		EGL-001089-02		03/04/08	365	13,000.00	0.00	13,000.00	5,000.00	916.76	5,000.00	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority						0.00			0.00	4,083.24		0.00	18,000.00	0.00	18,000.00
AG00478	Kaercher Campbell & Associates Insurance					CA Los Angeles			NO					09/30/05	09/30/06
GLBI Suit - Claimant alleges she tripped and fell on insured's premises. Loss was originally reported as a Notice only under CLR-16511.															
(Subtotal)				Average Days Action	214	16,000.00	450.00	13,450.00	6,356.00	15,963.46	19,346.70	0.00	0.00	0.00	0.00
Policy				Record Ct 5		-2,550.00	13,000.00		12,796.70	4,083.24		0.00	32,596.70	0.00	32,596.70

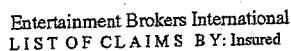


Entertainment Brokers International
LIST OF CLAIMS BY: Insured

Sort Options	Descending	SubTotal Options
Policy	YES	YES
	NO	NO
	NO	NO

Report Date: 03/04/09
Time: 07:22
Page: 2

Branch Claim No	LLAdj ID	Mgr ID	Date of loss	Date Closed	Policy Type	Site Code	Ins. Co.	Risk Type	Program ID	Exp Incurred	Medical PTD	Med. Incurred	Subrogation	Other
Insured ID	CAT #	Policy Number & ST	Date Rec'd	EDrive Active	Original Loss Rev	Loss PTD	Loss Incurred	Original Exp Rev	Expense PTD	Exp Incurred	O/S Med.	Gross Incurred	Policy Eff. Dt	Policy Exp. Dt
Insured DBA/NAME					Loss Movement	O/S Loss Rev	Loss County	Exp. Movement	O/S Exp Rev	Recovery Ct.				
Agent ID	Agent Name				Loss ST Loss City			H.O. Legal Ct.	In Suit					
X-Reference					XRef-Comments			Loss Description						
(Subtotal)					Average Days Active	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Policy					Record Ct: 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EGL001089-01														
CLRI6043	AUT	801 807	07/06/05	07/15/08	AUTO		CNI	VENUE	23401					
1140001468		ECA-000345-01	11/03/05	985	3,206.78	3,206.78	3,206.78	125.00	2,089.75	2,089.75	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					0.00	0.00		1,964.75	0.00		0.00	5,296.53	0.00	5,296.53
AG00478		Kearcher Campbell & Associates Insurance			CA Los Angeles			NO					09/30/04	09/30/05
108-73372								COLL: Security Guard fell asleep during patrol of parking lot and struck concrete beam						
(Subtotal)					Average Days Active	985	3,206.78	3,206.78	3,206.78	2,089.75	0.00	5,296.53	0.00	5,296.53
Policy					Record Ct: 1	0.00	0.00	1,964.75	0.00		0.00			
ECA000345-01														
PORT TOTAL:					Average Days Active	257	19,206.78	3,656.78	16,656.78	6,475.00	17,153.21	21,236.45	0.00	0.00
					Record Ct: 8	-2,550.00	13,000.00	14,761.45	4,083.24		0.00	37,893.23	0.00	37,893.23



Page: 1

Branch Claim No	LLAdj ID	Mgr ID	Date of Loss	Date Closed	Policy Type	Site Code	Ins. Co.	Risk Type	Program ID	Medical PTD	Gross Incurred	Sav Subrogation	Other Net Incurred
Insured ID	CAT #	Policy Number & ST	Date Rec'd	#Days Active	Original Loss Rv	O/S Loss Rsv	Loss Incurred	Original Exp Rsv	Expense PTD	O/S Exp Rsv	Recovery Ct	Policy Eff Dt	Policy Exp Dt
Insured DBA/NAME					Loss Movement	Loss ST Loss City	Loss County	Exp. Movement	H.O. Legal Ct	In Suit			
Agent ID	Agent Name												
X-Reference		XRef Comments						Loss Description					
CLRI4019	LIA	104 103	10/01/04	10/28/04	GENL			CNI	23401				
IN40001468	EGL-001089-01		10/26/04	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					0.00	0.00		0.00	0.00	0.00		09/30/04	09/30/05
AG00478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO					
								FRO: File for notice only reports of October 2004					
CLRI4329	LIA	711 704	07/02/04	06/12/07	GENL			CNI	23401				
IN40001468	EGL-001089-01		12/22/04	902	20,000.00	10,000.00	10,000.00	675.00	6,884.04	6,884.04	0.00	0.00	10,000.00
LA Convention & Exhibition Center Authority					-10,000.00	0.00		6,209.04	0.00	0.00	0.00	16,884.04	6,884.04
AG00478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO	I			09/30/04	09/30/05
								GLBI - converted from FRO - claimant's chair back fell out causing her to fall to the floor. Broker advises insured has been served					
CLRI5171	LIA	105 103	06/01/05	06/02/05	GENL			CNI	23401				
IN40001468	EGL-001089-01		06/02/05	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					0.00	0.00		0.00	0.00	0.00		09/30/04	09/30/05
AG00478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO					
								Notice only file for reports received in June 2005					
RLS209	LIA	105 103	06/01/05	06/07/05	GENL			CNI	23401				
0001468	EGL-001089-01		06/07/05	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Convention & Exhibition Center Authority					0.00	0.00		0.00	0.00	0.00		09/30/04	09/30/05
1478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO					
								Notice only file for reports received in June 2005					
CLRI6179	LIA	737 701	01/25/05	05/01/07	GENL			CNI	23401				
IN40001468	EGL-001089-01		12/07/05	510	0.00	0.00	0.00	675.00	900.00	900.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					0.00	0.00		225.00	0.00	0.00	0.00	900.00	900.00
AG00478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO				09/30/04	09/30/05
13582								GLBI - Claimant tripped over a concrete tire bumper by the elevator exit in the parking area. The lights were off in the structure - suit filed.					
CLRI6268	LIA	704 707	09/30/04	12/27/05	GENL			CNI	23401				
IN40001468	EGL-001089-01		12/27/05	0	0.00	0.00	0.00	0.00	250.00	250.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					0.00	0.00		250.00	0.00	0.00	0.00	250.00	250.00
AG00478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO				09/30/04	09/30/05
								FRO: Notice only file - December 2005.					
(Subtotal)		Average Days Active		285	20,000.00	10,000.00	10,000.00	2,356.00	6,884.04	6,884.04	0.00	0.00	10,000.00
Policy		Record Ct: 6			-10,000.00	0.00		6,884.04	0.00	0.00	0.00	18,034.04	8,034.04
EGL001089-01													
CLRI6216	LIA	501 103	08/08/04	12/01/04	GENL			CNI	23401				
IN40001468	EGL-001089-00		12/01/04	0	0.00	0.00	0.00	0.00	610.00	610.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					0.00	0.00		610.00	0.00	0.00	0.00	610.00	610.00
AG00478	Kaecher Campbell & Associates Insurance	CA Los Angeles						NO				09/11/03	09/30/05
								Patron fell onto a tall directional sign that said "Southwest VIP entrance Convention center"					



Entertainment Brokers International
LIST OF CLAIMS BY: Insured

Sort Options	Descending	SubTotal Options
Policy	YES	YES
	NO	NO
	NO	NO

Report Date: 03/04/09
Time: 07:20
Page: 2

Branch Claim No	LLAdj ID	Mgr ID	Date of loss	Date Closed	Policy Type	Site Code	Ins. Co.	Risk Type	Program ID	Exp Incurred	Medical PTD	Med. Incurred	Salvage	Other
Insured ID	CAT #	Policy Number & ST	Date Rec'd	EDrive Active	Original Loss Rev	Loss PTD	Loss Incurred	Original Exp Rev	Expense PTD	Exp Incurred	O/S Med.	Gross Incurred	Subrogation	Net Incurred
Insured DBA/NAME					Loss Movement	O/S Loss Rev	Loss County	Exp. Movement	H.O. Legal Ct	In Suit	Recovery Ct.		Policy Eff.Dt	Policy Exp.Dt
Agent ID	Agent Name				Loss ST	Loss City								
X-Reference	XRef-Comments													
CLR14792	LIA	501 103	01/30/04	07/15/05	GENL		CNI		23401					
IN40001468	EGL-001089-00		03/24/05	113	1.00	0.00	0.00	10,000.00	3,645.00	3,645.00	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					-1.00	0.00		-6,355.00	0.00		0.00	3,645.00	0.00	3,645.00
AG00478	Kaercher Campbell & Associates Insurance				CA Los Angeles			NO					09/11/03	09/30/04
108-71112	GLBI Suit - City Parking lot EE assaulted by parking patron. EE file suit against patron and Insured													
CLR14902	LIA	714 704	07/17/04	12/19/06	GENL		CNI		23401					
IN40001468	EGL-001089-00		04/15/05	613	7,500.00	0.00	0.00	770.00	7,085.25	7,085.25	0.00	0.00	0.00	0.00
LA Convention & Exhibition Center Authority					-7,500.00	0.00		6,315.25	0.00		0.00	7,085.25	0.00	7,085.25
AG00478	Kaercher Campbell & Associates Insurance				CA Los Angeles			NO					09/11/03	09/30/04
108-71482	Lawsuit: Claimant's foot was injured when a door didn't open													
(Subtotal)	Average Days Active:	243	7,501.00	0.00	0.00	26,779.00	11,340.25	11,340.25			0.00	0.00	0.00	0.00
Policy	Record Ct: 3		-7,501.00	0.00		570.25	0.00				0.00	11,340.25	0.00	11,340.25
EGL001089-00														

REPORT TOTAL:	Average Days Active:	238	27,501.00	10,000.00	10,000.00	12,120.00	19,374.29	19,374.29	0.00	0.00	0.00	10,000.00
	Record Ct: 9		-17,501.00	0.00		7,254.29	0.00		0.00	29,374.29	0.00	19,374.29

-AIG PACKAGE

0001 1201 SOUTH FIGUEROA STREET LOS ANGELE CA 90015

AG0047106-001 BI PATRON CALIFORNIA 4/29/07 F
 PLT TRIPPED ON AN UNSECURED AISLE CARPET & FELL:
 SEVERE LEFT FEMUR FX

INJ-TO:LEG
 INJURY:FX,SIMPLE
 WHERE :EXHIBIT AREA
 HOW :TRIP/FALL

PAYMENTS: P-CGL
 EXPENSES: 34229
 RESERVES:
 RECOVERY: LOSS: 34,229

SUB-TOTALS	WRITTEN PREM	EARNED PREM	PAID	EXPENSES	RESERVES	RECOVERIES CLAIMS	LOSSES	EARNED L. R.
POLICY TOTALS	:	:	:	34,229		1	34,229	
	:	:	:	34,229		1	34,229	

3/03/09 10:01:50 2006 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT: 13549 PCC012P1 Page 5
CITY OF LOS ANGELES (SEE C1456) (ARENAS/FACILITIES) DISTRIBUTION TO: KDAILEY
POLICY: - LEXINGTON INSURANCE COMPANY POL PERIOD: 9/30/06 9/30/07

9VAIA0000544694100	AIG AUTO ONLY	PC	(ARENAS/FACILITIES)
9/30/06 to 9/30/07	34,229	1	34,229
ACCOUNT TOTALS :			

3/03/09 10:01:50 2007 POLICY YEAR EXECUTIVE SUMMARY FOR ACCOUNT: 13549 PCC012P1 Page 6
CITY OF LOS ANGELES (SEE C1456) (ARENAS/FACILITIES)
POLICY: -NEW HAMPSHIRE INSURANCE COMPANY DISTRIBUTION TO: KDAILEY
POL PERIOD: 9/30/07 3/27/08

9VAIA0000544694101 AIG AUTO ONLY PC (ARENAS/FACILITIES)
9/30/07 to 3/27/08
ACCOUNT TOTALS : 0

NO CLAIMS TO DATE

9UAIP0000223550001	AIG PACKAGE	PC	(ARENAS/FACILITIES)
3/27/08 to 3/27/09			
9VAIA0000544694102	AIG AUTO ONLY	PC	(ARENAS/FACILITIES)
3/27/08 to 3/27/09			
ACCOUNT TOTALS :			0

NO CLAIMS TO DATE

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

1st LAYER EXCESS FROM 9/30/05 TO 3/27/09



AIG Broker Services
877-TO-SERVE(867-3783)
Toserve@aig.com

LOS ANGELES CONVENTION AND EXH

Valuation Date: March 6, 2009

Pol No	Handling Office	Div No	PUC No	PUC Name	Eff Dt	Exp Dt	Loss Dt	Branch Code	Case No	Claimant Name	Ind Paid	Legal Paid	Recovery Rec	Loss Incurred	Clm Stat	Adjustor Name	Supervisor Name
2978943	.	81	5671	UMBRELLA OCCURRENCE	09/30/04	09/30/05	.	.	.	.	.	.	.	.	.	.	.
6080723	.	32	5053	SMALL BUSINESS REAL ESTATE E-XS INTERNAL UMBRELLA	03/27/08	03/27/09	.	.	.	.	.	.	.	.	.	.	.



AIG Broker Services
877-TO-SERVE(867-3783)
Toserve@aig.com

LOS ANGELES CONVENTION CENTER

Valuation Date: March 6, 2009

Pol No	Handling Office	Div No	PUC	PUC Name	Eff Dt	Exp Dt	Loss Dt	Branch Code	Case No	Claimant Name	Ind Paid	Legal Paid	Recovery Rec	Loss Incurred	Clm Stat	Adjustor Name	Supervisor Name
832301		68	5053	SMALL BUSINESS REAL ESTATE E-XS INTERNAL UMBRELLA	09/30/06	09/30/07											
9034002		68	5053	SMALL BUSINESS REAL ESTATE E-XS INTERNAL UMBRELLA	09/30/05	09/30/06											



AIG Broker Services
877-TO-SERVE (867-3783)
Toserve@aig.com

LOS ANGELES CONVENTION AND EXH

Valuation Date: February 19, 2009

Pol No	Handling Office	Div No	PUC	PUC Name	Eff Dt	Exp Dt	Loss Dt	Branch Code	Case No	Claimant Name	Ind Paid	Legal Paid	Recovery Rec	Loss Incurred	Cla Stat	Adjustor Name	Supervisor Name
6080723		32	5053	SMALL BUSINESS REAL ESTATE E-XS INTERNAL UMBRELLA	03/27/08	03/27/09											



AIG Broker Services
877-TO-SERVE(867-3783)
Toserve@aig.com

LOS ANGELES CONVENTION CENTER

Valuation Date: February 19, 2009

Pol No	Handling Office	Div No	PUC	PUC Name	Rif Dt	Exp Dt	Loss Dt	Branch Code	Case No	Claimant Name	Ind Paid	Legal Paid	Recovery Rec	Loss Incurred	Clm Stat	Adjustor Name	Supervisor Name
832301	.	68	5053	SMALL BUSINESS REAL ESTATE E-XS INTERNAL UMBRELLA	09/30/06	09/30/07	.	.	.	.	.	.	.	.	.	.	.
5691022	.	68	5053	SMALL BUSINESS REAL ESTATE E-XS INTERNAL UMBRELLA	09/30/07	03/27/08	.	.	.	.	.	.	.	.	.	.	.

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

2nd LAYER EXCESS FROM 2002 TO 3/27/09

Loss Report by Name of Insured

Loss Year	Claim Num	DOL	Date Reptd	Exam	Claimant Name	Loss Description	Carrier	Date Closed	Status	Total Incurred
--------------	--------------	-----	---------------	------	------------------	---------------------	---------	----------------	--------	-------------------

Policy Number: EXC - 2194860

IUS Insured Name: LOS ANGELE

Pol Eff Period: 3/27/2008 To 3/27/2009

Total Number Of Claims this run = 0

Great American Insurance
Co. of New York

EDW03683

**Zurich Construction
EDW Policy Claim Count**

Policy: AEC 5916394

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Claim Count Open	Claim Count Closed
LOS ANGELES CONVENTION AND EXHIBITION CENTER AUTHO	2005	09/30/2005	09/30/2006	0	0
LOS ANGELES CONVENTION AND EXHIBITION CENTER	2006	09/30/2006	09/30/2007	0	0
LOS ANGELES CONVENTION AND EXHIBITION CENTER	2007	09/30/2007	03/27/2008	0	0

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

3rd LAYER EXCESS FROM 3/27/08 TO 3/27/09



CHUBB GROUP OF INSURANCE COMPANIES

Western Underwriting Center

2155 West Pinnacle Peak Road
Phoenix, AZ 85027-1210

Telephone (800) 324-8223
Facsimile (877) 658-2634

February 20, 2009

Willis Risk & Insurance Services Of Los Angeles
801 S. Figueroa St. #700
Los Angeles, CA 90017

Fax Number:

Subject: Los Angeles Convention Center

Policy Type	Policy Number	Underwriting Company
Excess	79820156	Federal Insurance Company

Dear :

Pursuant to your request dated 02/20/09 requesting loss runs for the above captioned account, please note that there are no known or reported losses for the policy period 2002 through the present.

Thank you.

Very truly yours,

Cynthia Borum

Cynthia Borum

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

PROPERTY POLICIES



Claims Overview Report

Selection criteria used for this report.

Page: 1

Run As At Date : 02/18/09
Report Currency : USD
Company : All
Branch : All
Insured : All
Program Number : 744122
Subsidiary : All
Main Line : All
Policy Number : US00010834LJ0&A
Underwriting Year : 2008
Policy Section : All
Injury : All
Claim Number : All
*Incident Only : Both claims and incidents
In Status : Any Status
Excluded Claims : Excluded
Amounts

Reserves are calculated using the current system rate of exchange, and payments using the historic exchange rate at the time the payment was made.

Sorted On: Company, Branch, Insured Name, Insured Subsidiary name, Program Number, Main Line, Policy Section, Underwriting Year, Policy Number, Claim Status, Claim Number.
Totalled On :Branch,

No Losses For Program Number#44122 Master Insured Name: LOSA0042 Los Angeles Convention an

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

LOSS SUMMARY 2006 TO 2009

PROPERTY POLICIES

Policy	Carrier	Policy Number	Expiration Date
Commercial Property	Travelers Property and Casualty Company of America	KTQXSP294T3404-06	11/1/06
Boiler & Machinery	Hartford Steam Boiler Inspection & Insurance	FBP2215581	11/1/06
Boiler & Machinery	Hartford Steam Boiler Inspection & Insurance	FBP9933859	11/1/06
Commercial Property	Affiliated FM Insurance Company	EH136	11/1/06
Commercial Property	Allianz Global Risks US Insurance Company	CLP3006184	11/1/06
Commercial Property	Insurance Company of the West	CHO114814-02	11/1/06
Commercial Property	Federal Insurance Company	661-96-34 LAO	11/1/06
Commercial Property	Allianz Global Risks US Insurance Company	CLP3007031	11/1/06

Policy	Carrier	Policy Number	Expiration Date
Terrorism	Lloyds of London	ULE0752	3/27/08
Commercial Property	Continental Casualty Company	RMP2079610750	3/27/08
Commercial Property	Landmark American Insurance Company	LHD413119	3/27/08
Commercial Property	Travelers Property and Casualty Company of America	KTQXSP8379 C477-06	3/27/08
Commercial Property	Zurich American Insurance Company	ERP9140209-00	3/27/08
Commercial Property	Allianz Global Risks US Insurance Company	CLP3007773	3/27/08
Boiler & Machinery	Zurich American Insurance Company	BM9140118-00	3/27/08
Terrorism	Lexington Insurance Company	9406491	3/27/08
Commercial Property	Lexington Insurance Company	1115669	3/27/08

Policy	Carrier	Policy Number	Expiration Date
Boiler & Machinery	Zurich American Insurance Company	BM9140118-01	3/27/09
Terrorism	Lexington Insurance Company	9406933	3/27/09
Terrorism	Lloyds of London	B080111817G08	3/27/09
Commercial Property	Lexington Insurance Company	5467199	3/27/09
Commercial Property	Allianz Global Risks US Insurance Company	CLP3009258	3/27/09
Commercial Property	Zurich American Insurance Company	ERP9140209-01	3/27/09
Commercial Property	Travelers Property and Casualty Company of America	KTQXSP8379C47-7-08	3/27/09

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

BOILER & MACHINERY LOSSES FROM 7/18/99 TO 3/27/09

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims
Property \$100M p/o \$600M	3/27/2009	3/27/2009	5467199	AIG	03/04/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$250M p/o \$600M	3/27/2009	3/27/2009	CLP3009258	Allianz	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$250M p/o \$600M	3/27/2009	3/27/2009	ERP9140209	Zurich	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$400M xs \$600M	3/27/2009	3/27/2009	KTOXSP8379C47708	Travelers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Excess Property Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Boiler & Machinery	3/27/2009	3/27/2009	BN9140118	Zurich	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0
B&M Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
TRIA	3/27/2009	3/27/2009	94069933	AIG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0
TRIA Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
				Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims
Property \$100M p/c \$450M	11/1/2007	3/27/2008	1115689	AIG	03/04/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$200M p/c \$450M	11/1/2007	3/27/2008	CLP3007773	Allianz	03/03/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$150M p/c \$450M	11/1/2007	3/27/2008	ERP9140209	Zurich	03/02/2008	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$50M xs \$450M	11/1/2007	3/27/2008	RMP2079610750	CNA	2/27/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$300M xs \$500M	11/1/2007	3/27/2008	KTDXSP6379C-47706	Travelers		\$0.00	\$0.00	\$0.00	\$0.00	0	0
Property \$100M xs \$600M	11/1/2007	3/27/2008	LHD4131190	RSUI	03/04/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Excess Property Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Boiler & Machinery	11/1/2007	3/27/2008	BN9140118	Zurich	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
B&M Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
TRIA	11/1/2007	3/27/2008	9406491	AIG	03/04/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
TRIA Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Excess TRIA	11/1/2007	3/27/2008	ULE0752	Lloyds	03/06/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Excess TRIA Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
LOB Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
LOB Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
LOB Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
LOB Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Total					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0

[illegible]



AIG - POL S RUN
Policy Number: 940649 3,9406933,5467199
Insured Name: CITY OF LOS ANGELE

Valuation D 2009

Policy No	Policy Eff Dt	Div.	Co.	Insured Name	Indemnity O/S Reserve	Medical O/S Reserve	Expense O/S Reserve	Paid Indemnity	Paid Medical	Paid Expenses	Salvage	Subrogation	Other Recoveries
9406491	2006-11-01	93	41	CITY OF LOS ANGELE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1115669	2006-11-01	93	41	CITY OF LOS ANGELE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9406933	2008-03-27	93	41	CITY OF LOS ANGELES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5467199	2008-03-27	93	41	CITY OF LOS ANGELES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EDW03683

Zurich Construction EDW Policy Claim Count

Policy: BM 9140118

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Claim Count Open	Claim Count Closed
City Of Los Angeles	2006	11/01/2006	03/27/2008	0	0
City Of Los Angeles	2007	11/01/2007	11/01/2008	0	0
City Of Los Angeles	2008	03/27/2008	03/27/2009	0	0

Policy: ERP 9140209

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Claim Count Open	Claim Count Closed
City Of Los Angeles	2006	11/01/2006	03/27/2008	0	0
City Of Los Angeles	2008	03/27/2008	03/27/2009	0	0



Loss Experience Summary
For Policy 3007031 **

Page: 1 of 1
Run Date: 3/3/09

Policy # 3007031			Insured: Municipal Improvement Corporation of Los Angeles			USA Broker: Willis Insurance Services of California Inc			Currency: US Dollar		
UW Year	Claim Count	Pol. No.	Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
2006	0	3007031	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals:	0										



Summary Claim Detail Experience
No Losses for this Period

Page: 1 of 1
Run Date: 3/3/09

Policy Number: CLP 3007031	Effective Date: 03/27/2006	Expiration Date: 03/27/2007	UW Year: 2006
Insured: Municipal Improvement Corporation of Los Angeles	Country: United States		
Broker: 0030134 Municipality Insurance Services Inc	Loc:		

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Loss Experience Summary
For Policy 3006184 **

Page: 1 of 1
Run Date: 3/3/09

Policy # 3006184			Insured: City of Los Angeles Sewer Construction and Mainten			USA Broker: Willis Insurance Services of California Inc		Currency: US Dollar			
UW Year	Claim Count	Pol. No.	Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
2005	0	3006184									
2006	0	3006184	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals:	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Summary Claim Detail Experience No Losses for this Period

Page: 1 of 2
Run Date: 3/3/09

Policy Number:	CLP 3006184	Effective Date:	07/01/2005	Expiration Date:	07/01/2006	UW Year:	2005	
Insured:	City of Los Angeles Sewer Construction and Mainten						Loc:	
Broker:	0027958 MTS Insurance Services LLC						Country:	United States

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Summary Claim Detail Experience
No Losses for this Period

Page: 2 of 2
Run Date: 3/3/09

Policy Number: CLP 3006184	Effective Date: 07/01/2006	Expiration Date: 09/01/2006	UW Year: 2006
Insured: City of Los Angeles Sewer Construction and Mainten	Country: United States		
Broker: 0027838 Willis Insurance Services of California Inc	Loc:		

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Loss Experience Summary
For Policy 3009258 **

Page: 1 of 1
Run Date: 3/3/09

Policy # 3009258			Insured: City of Los Angeles			USA Broker: Willis Insurance Services of California Inc			Currency: US Dollar		
UW Year	Claim Count	Pol. No.	Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
2006	0	3007773									
2007	0	3007773									
2008	0	3009258									
Totals:	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Summary Claim Detail Experience
No Losses for this Period

Page: 1 of 3
Run Date: 3/3/09

Policy Number:	CLP 3007773	Effective Date:	11/01/2006	Expiration Date:	11/01/2007	UW Year:	2006	
Insured:	City of Los Angeles	Country:	United States				Loc:	
Broker:	0027838 Willis Insurance Services of California Inc							

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Summary Claim Detail Experience No Losses for this Period

Page: 2 of 3
Run Date: 3/3/09

Policy Number: CLP 3007773	Effective Date: 11/01/2007	Expiration Date: 03/27/2008	UW Year: 2007
Insured: City of Los Angeles	Country: United States		
Broker: 0027838 Willis Insurance Services of California Inc	Loc:		

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Summary Claim Detail Experience
No Losses for this Period

Page: 3 of 3
Run Date: 3/3/09

Policy Number: CLP 3009258	Effective Date: 03/27/2008	Expiration Date: 03/27/2009	UW Year: 2008
Insured: City of Los Angeles	Country: United States		
Broker: 0027838 Willis Insurance Services of California Inc	Loc:		

Paid Losses	Paid Expenses	Total Paid	Loss Recovery	Net Paid	O/S Loss Reserve	O/S Expense Reserve	Total Reserve	Total Incurred
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Title: Loss Runs
From: Barbara Castaneda
From Fax Number: (213) 607-6301
From Email Address: ~~Barbara.Castaneda@willis.com~~
To: Travelers Loss Runs
To Fax Number: (860) 277-9522
Regarding: City of Los Angeles
Message: Please forward currently valued loss runs for the City of Los Angeles for all terms of the following policies (which were not available online):

KTQXSP294T3404-06, KTQXSP8379C477-06, KTQXSP8379C47-7-08

We would greatly appreciate receiving this urgent information by 3/5/09.

Thank you
Barbara Castaneda
Customer Service Unit
Willis Risk and Insurance Services of Los Angeles
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017
Direct: 213-607-6279
Fax: 213-607-6301
Email: barbara.castaneda@willis.com
CA Dept. of Insurance Lic. 0371719

Detail Loss Report

Losses From: 09/30/2006 To 11/01/2006

Claimant	Adj Off	FP	Claim Number	Accident Date	Notice Date	Close Date	O/C	Total	Claim	Medical	Expense
----------	---------	----	--------------	---------------	-------------	------------	-----	-------	-------	---------	---------

No losses were found based on report selection criteria

Detail Loss Report		Report Parameters		Losses From: 09/30/2006 To 11/01/2006			
Report Name: Detail Loss		Policy Number(s): 294 T3404					
Losses From: 09/30/2006 To 11/01/2006		Sorts					
Sort Name	Sort Label	Subtotal	Page Break				
1. Policy Number	Policy Number	Y	N				
Limiting Statements							
Large Loss Limiting							
Drill Down Limiting Criteria							



Loss Run for lhd413119

Insured Name: City of Los Angeles
Policy Limit: \$100,000,000

Policy No: LHD413119 0

Term: 11/1/2006 - 3/27/2008

Underwriter:

Fraser, Jeff

Claim Prof:

N/A

No claims exist for this policy year.

Total Gross Incurred		Paid		Reserve		Incurred	
Indemnity		\$0.00		\$0.00		\$0.00	
Expense		\$0.00		\$0.00		\$0.00	
Total		\$0.00		\$0.00		\$0.00	

Account Loss History By Location

Start Year Reported: 2002

Acct No:

43647

Policy Number:

Loss Location
Index No City

State/Prov
Claim Status

Year Reported
Occured Date

Loss No
Loss Peril Name

Loss Id
Claim Id

P/T* Deductible
Pct Participation

Total Payments
P/T* FM Loss

Account No.: 43647 - No Losses recorded for the timeframe of this report.



End Year Reported: 2006

Prospect/Client Name:

LOS ANGELES CONVENTION CENTER DEPARTMENT

This information is the property of Factory Mutual Insurance Company (FM Global). It is being made available for informational purposes only. No liability is assumed by or through the use of this information. The liability of FM Global is limited to that contained in its insurance policies.

Report data source: Loss Information Repository

1 of 1

Report generated on: 03-Mar-2009

INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 1		Policy No.	Policy Period	Date of Report	Evaluation as of	Profit Center	Rpt. Freq.
Insured		1142814-00	08/01/04-08/01/05	03/03/09	02/28/09	H.D. SPECIAL ACCT	
Agent		Pol Type	Total Incurred:		Claims		Ocur.
WORLDLINK INSURANCE SERV.		CPP COMM PKG.	Current Loss Ratio:		Cur Term		Cur Term
0001779			Prior Three Year Loss Ratio:		31,000		0
REQUESTED BY: DAWNMANZA					31,000		0
					31,000		0

LINE OF BUSINESS:	PROPERTY
01	01
02	02
03	03
04	04
05	05
06	06
07	07
08	08
09	09
10	10
11	11
12	12
13	13
14	14
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98	98
99	99
00	00

	WRITTEN PREMIUM	EARNED PREMIUM	NO OF CLAIMS	OPEN CLAIMS	PAID EXPENSE	PAID LOSSES	OUT RESRVS LOSS + EXP	TOTAL INCURRED	LR %
PROP	23, 129	23, 129	0	0					
TOTAL:	23, 129	23, 129	0	0					

INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 2		Policy No.		Policy Period		Date of Report		Evaluation as of		Profit Center		Rpt. Frq.	
Insured		1142814-00		08/01/04-08/01/05		03/03/09		02/28/09		H.O. SPECIAL ACCT		Rpt. Frq.	
Agent		CPP COMM PKG.		Total Incurred:		EST. ANNUAL PREM:		31,000		Claims		Cur Term	
WORLDLINK INSURANCE SERV.		0001779		Current Loss Ratio:		WRITTEN PREM:		31,000		Cur Term		Ocur.	
REQUESTED BY: DAWNMANZA				Prior Three Year Loss Ratio:		EARNED PREM:		31,000		Cur Term		0	

=====

LINE OF BUSINESS: INLAND MARINE

=====

0

WRITTEN PREMIUM	7,871	PAID EXPENSE	-----	OUT RESRVS LOSS + EXP	-----	TOTAL INCURRED	-----	LR %	-----
EARNED PREMIUM	7,871	NO OF CLAIMS	0	OPEN CLAIMS	0				
INLAND TOTAL:	7,871								

INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 1 Insured FIGUEROA PLAZA & HOLLENBACK		Policy No. 1142814-01	Policy Period 08/01/05-08/01/08	Date of Report 03/03/09	Evaluation as of 02/28/09	Profit Center H.O. SPECIAL ACCT	Rpt. Freq. 0
Agent WORLDLINK INSURANCE SERV.	Pol Type CPP COMM PKG.	Total Incurred: Current Loss Ratio: Prior Three Year Loss Ratio:		EST. ANNUAL PREM: WRITTEN PREM: EARNED PREM:	Claims Cur Term 0	Occur. Cur Term 0	
REQUESTED BY: DAWNMANZA							

=====

LINE OF BUSINESS: **PROPERTY**

=====

0

PROP	TOTAL:	WRITTEN PREMIUM	22,923	EARNED PREMIUM	22,923	NO OF CLAIMS	0	OPEN CLAIMS	0	PAID EXPENSE	-----	PAID LOSSES	-----	OUT RESRVS LOSS + EXP	-----	TOTAL INCURRED	-----	LR %	-----
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INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 2		Insured	Policy No.	Policy Period	Date of Report	Evaluation as of	Profit Center	Rpt. Frq.
		FIGUEROA PLAZA & HOLLENBACK	1142814-01	08/01/05-08/01/08	03/03/09	02/28/09	H.O. SPECIAL ACCT	
Agent		WORLDLINK INSURANCE SERV.	Pol Type	Total Incurred:		EST. ANNUAL PREM:		Occur.
		0001779	CPP COMM PKG.	Current Loss Ratio:		WRITTEN PREM:		Cur Term
REQUESTED BY: DAWNMANZA				Prior Three Year Loss Ratio:		EARNED PREM:		0
						.0		0
						30,381		0
						30,381		0
						30,381		0

=====

LINE OF BUSINESS: INLAND MARINE

=====

0

WRITTEN PREMIUM	EARNED PREMIUM	NO OF CLAIMS	OPEN CLAIMS	PAID EXPENSE	PAID LOSSES	OUT RESRVS LOSS + EXP	TOTAL INCURRED	LR %
7,458	7,458	0	0					
INLAND TOTAL:								

INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 3		Insured		Policy No.		Policy Period		Date of Report		Evaluation as of		Profit Center		Rpt. Freq.	
FIGUEROA PLAZA & HOLLENBACK		1142814-01		08/01/05-08/01/06		03/03/09		02/28/09		H.O. SPECIAL ACCT					
Agent		Pol Type		Total Incurred:		EST. ANNUAL PREM:		EST. ANNUAL PREM:		Claims Cur Term		Ocur. Cur Term			
WORLDLINK INSURANCE SERV. 0001779		CPP COMM PKG.		Current Loss Ratio:		.0		WRITTEN PREM:		30,381		30,381		0	
REQUESTED BY: DAWNMANZA				Prior Three Year Loss Ratio:				EARNED PREM:		30,381		30,381		0	

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*** LOCATION SUMMARY ***

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WRITTEN PREMIUM	EARNED PREMIUM	NO OF CLMS	OPEN CLMS	PAID EXPENSE	PAID LOSSES	OUT RESRVS LOSS + EXP	TOTAL INCURRED	LOSS RATIO
30,381	30,381	0	0	0	0	0	0	0

LOC-AOL

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*** POLICY TOTALS ***

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WRITTEN PREMIUM	EARNED PREMIUM	NO OF CLMS	OPEN CLMS	PAID EXPENSE	PAID LOSSES	OUT RESRVS LOSS + EXP	TOTAL INCURRED	LOSS RATIO
30,381	30,381	0	0	0	0	0	0	0

* * * * * CUMULATIVE EXPERIENCE SUMMARY * * * * *

POLICY-MOD NUMBER	EFF DATE	EXP DATE	WRITTEN PREMIUM	EARNED PREMIUM	NO. # CLMS	NO. # OPEN	PAID EXPENSE	PAID LOSSES	OUT RESRVS LOSS + EXP	TOTAL INCURRED	LR%
114281400	08/01/04	08/01/05	31,000	31,000	0	0	0	0	0	0	0
TOTAL			31,000	31,000	0	0	0	0	0	0	0

INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 1		Insured		FIGUEROA PLAZA & HOLLENBACK		Policy No. 1142814-02		Policy Period 08/01/06-11/01/08		Date of Report 03/03/09		Evaluation as of 02/28/09		Profit Center H.O. SPECIAL ACCT		Rpt. Freq.	
Agent AMWINS INSURANCE BROKERAG REQUESTED BY: DAWNMANZA		0004071		Pol Type CPP COMM PKG.		Total Incurred: Current Loss Ratio: Prior Three Year Loss Ratio:		EST. ANNUAL PREM: WRITTEN PREM: EARNED PREM:		.0		7,322 7,322 7,322		Claims Cur Term O		Occur. Cur Term O	

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LINE OF BUSINESS: PROPERTY

=====

0

PROP	TOTAL:	WRITTEN PREMIUM 7,322	EARNED PREMIUM 7,322	NO OF CLAIMS 0	OPEN CLAIMS 0	PAID EXPENSE -----	PAID LOSSES -----	OUT RESRVS LOSS + EXP -----	TOTAL INCURRED -----	LR % -----
------	--------	-----------------------------	----------------------------	----------------------	---------------------	--------------------------	-------------------------	-----------------------------------	----------------------------	------------------

INSURANCE COMPANY OF THE WEST

POLICY HOLDER EXPERIENCE REPORT

PAGE 2		Insured		Policy No.		Policy Period		Date of Report		Evaluation as of		Profit Center		Rpt. Frq.	
FIGUERDA PLAZA & HOLLENBACK		1142814-02		08/01/06-11/01/06		03/03/09		02/28/09		H.O. SPECIAL ACCT		H.O. SPECIAL ACCT		Rpt. Frq.	
Agent		Pol Type		Total Incurred:		EST. ANNUAL PREM:		WRITTEN PREM:		EARNED PREM:		7,322		7,322	
AMWINS INSURANCE BROKERAG		CPP COMM PKG.		Current Loss Ratio:		.0		.0		.0		7,322		7,322	
REQUESTED BY: DAWNMANZA		0004071		Prior Three Year Loss Ratio:								7,322		7,322	

*** LOCATION SUMMARY ***										TOTAL		LOSS	
*****										INCURRED	RATIO	INCURRED	RATIO
WRITTEN	PREMIUM	NO OF	CLMS	PAID	EXPENSE	PAID	LOSSES	OUT RESRVS	LOSS + EXP				
---	---	---	---	---	---	---	---	---	---	---	---	---	---

LOC-AOL 7,322 7,322 0 0 0 0 0 0 0 0 0 0 0 0

*** POLICY TOTALS ***										TOTAL		LOSS	
*****										INCURRED	RATIO	INCURRED	RATIO
WRITTEN	PREMIUM	NO OF	CLMS	PAID	EXPENSE	PAID	LOSSES	OUT RESRVS	LOSS + EXP				
---	---	---	---	---	---	---	---	---	---	---	---	---	---

*** CUMULATIVE EXPERIENCE SUMMARY ***										TOTAL		LOSS	
*****										INCURRED	RATIO	INCURRED	RATIO
WRITTEN	PREMIUM	NO OF	CLMS	PAID	EXPENSE	PAID	LOSSES	OUT RESRVS	LOSS + EXP				
---	---	---	---	---	---	---	---	---	---	---	---	---	---

POLICY-MOD EFF DATE EXP DATE
 NUMBER 114281401 08/01/05 08/01/05
 114281400 08/01/04 08/01/05
 TOTAL

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

TRIA LOSSES FROM 11/1/06 TO 3/27/09

EDW03683

Zurich Construction EDW Policy Claim Count

Policy: BM 9140118

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Claim Count Open	Claim Count Closed
City Of Los Angeles	2006	11/01/2006	03/27/2008	0	0
City Of Los Angeles	2007	11/01/2007	11/01/2008	0	0
City Of Los Angeles	2008	03/27/2008	03/27/2009	0	0

Policy: ERP 9140209

Insured Name	Policy Effective Year	Policy Effective Date	Policy Expiration Date	Claim Count Open	Claim Count Closed
City Of Los Angeles	2006	11/01/2006	03/27/2008	0	0
City Of Los Angeles	2008	03/27/2008	03/27/2009	0	0



The Hartford Steam Boiler Inspection and Insurance Co

P. O. Box 61509

King of Prussia, Pennsylvania 19406-0909

(800) 472-1866 FAX (800) 298-4084

March 3, 2009

Willis Corroon Corp Of La
801 S. Figueroa St., Suit
Los Angeles, CA 90017

Attention: Barbara Castaneda

HSB Policy Number: FBP 2215581
Named Insured: City Of Los Angeles
Policy Term:

07/18/1999– 11/01/2006

The above referenced account has had no paid Equipment Breakdown Coverage losses for the above listed policy term(s).

If you have any further questions about the account, please feel free to contact your Hartford Steam Boiler production underwriter.

Thank you.

Yvette Boggs
Special Insurance Services Representative
Case ID: 20090302-269

Service your HSB equipment breakdown policies on-line with our new, My Policies application available in HSB Client Connection: View list of your active policies, view policy summary and policy documents, view Payment and Billing details by policy, access a Loss Run for an in force policy on your book, request a policy/location/coverage change and track status of your change requests. Call our Customer Solution Center today at 1-800-472-1866 to get access.



AIG - POL - LOSS RUN
Policy Number: 94064
Insured Name: CITY OF LOS ANGELES

Valuation D 7/1/2009

Policy No	Policy Eff Dt	Div.	Co.	Insured Name	Indemnity O/S Reserve	Medical O/S Reserve	Expense O/S Reserve	Paid Indemnity	Paid Medical	Paid Expenses	Salvage	Subrogation	Other Recoveries
9406491	2006-11-01	93	41	CITY OF LOS ANGELES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1115669	2006-11-01	93	41	CITY OF LOS ANGELES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9406933	2008-03-27	93	41	CITY OF LOS ANGELES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5467199	2008-03-27	93	41	CITY OF LOS ANGELES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

FINE ARTS LOSS SUMMARY & LOSS RUNS

Loss Summary

Valuation date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims
Fine Arts - Inland Marine	3/27/2008	3/27/2008	GNV28H	Lloyd's	02/26/2009	\$17,500.00	\$866.73	\$0.00	\$18,466.73	0	1
Fine Arts - Inland Marine	8/1/2008	3/27/2008	GLHL28H	Lloyd's	02/26/2009	\$12,000.00	\$12,000.00	\$1,458.48	\$25,458.48	2	1
IM Total						\$29,500.00	\$12,996.73	\$1,458.48	\$43,955.21	2	2
Total					\$0.00	\$29,500.00	\$12,996.73	\$1,458.48	\$43,955.21	2	2

WILLIS LIMITED
FAJS - CLAIMS

CLIENT: WCGLLENDAL

ASSURED: VARIOUS

POLICY NUMBER : GLHL29H
RISK COVERED : ALL RISKS

PERIOD : 1 AUG 06 TO 1 AUG 07
HERETO : 100%

resigned - Extended 6 months -

DATE 26 JAN 09

CLAIM	LOSS DATE / DETAILS	LOCATION	CCY	SETTLED	OUTSTANDING
GLHL29HAA/AA CITY OF LOS ANGELES	DAMAGE TO AN ART GLASS WINDOW. FILE CLOSED SETTLED BELOW EXCESS	LOS ANGELES, USA	USD	973.98	
GLHL29HAB/AA CITY OF LOS ANGELES	ON 7 FEB 08 DAMAGE TO A BRONZE SCULPTURE	CALIFORNIA	USD	10,000.00	12,000.00
GLHL29HAC/AA CITY OF LOS ANGELES	ON 3 MAR 08 DAMAGE TO JAPANESE OIL PAINTING - CLOSED.		USD	2,000.00 484.50	
			USD	1,458.48	
			USD	12,000.00	12,000.00
			USD	13,458.48	12,000.00

WILLIS LIMITED
FAJS - CLAIMS

CLIENT: WCGLENDALE

ASSURED: VARIOUS

POLICY NUMBER : GNYA29H PERIOD : 27 MAR 08 TO 27 MAR 09
RISK COVERED : ALL RISKS HERETO : 100%

DATE 26 JAN 09

CLAIM	LOSS DATE / DETAILS	LOCATION	CCY	SETTLED	OUTSTANDING
GNYA29HAA/AA	ON 21 SEP 08	CALIFORNIA	USD	17,500.00	
CITY OF LOS ANGELES	TOTAL LOSS OF 2 LOANED SCULPTURES WHILST IN	ALLRSK CLAIM	USD		
	TRANSIT TO THE GALLERY.	JEWBLK FEE	USD		996.73
				<i>Awaiting value date</i>	
		TOTAL ALLRSK CLAIM	USD	17,500.00	
		TOTAL JEWBLK FEE	USD		996.73
		TOTAL ALL	USD	17,500.00	996.73

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

**FRIENDS OF THE L.A. PUBLIC LIBRARY LOSS SUMMARY &
LOSS RUNS**

Friends of the Los Angeles Public Library

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Comm. Package		Prop./GL Philadelphia Ins.	PHPK321094	3/27/09
Umbrella	\$1M/\$1M/\$1M SIR \$10K	Philadelphia Ins.	PHUB241811	3/27/09

Loss Summary

Valuation date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims	Premium	Loss Ratio
Commercial Package	6/13/2008	3/27/09	PHPK321094	Philadelphia	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#VALUE!
Packages Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Umbrella	6/13/2008	3/27/09	PHUB241811	Philadelphia	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Umbrella Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Total					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!

Philadelphia Insurance Companies Customer Loss Detail Report



Template: Customer Loss Detail Report

Grouping:

Sorting:

Filtering:

Philadelphia Insurance Companies Customer Loss Detail Report



0

Product	NP	Non Profit Package
1	1	1
2	1	1
3	1	1
4	1	1
5	1	1
6	1	1
7	1	1
8	1	1
9	1	1
10	1	1
11	1	1
12	1	1
13	1	1
14	1	1
15	1	1
16	1	1
17	1	1
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89	1	1
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91	1	1
92	1	1
93	1	1
94	1	1
95	1	1
96	1	1
97	1	1
98	1	1
99	1	1
100	1	1

2

Policy Number	PHPK321094	06/13/2008	TO	03/27/2009
---------------	------------	------------	----	------------

06/13/2008

PHPK321094

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>
---------------------	-----------------------------	------------------

Claimant/Driver Name

Unknown Claimant

Total Number of Claims For Policy PHPK321094 0

PHPK321094

Total Claims For Product NP 0

22

0

<u>Closed</u>	<u>Loss/Exps Paid</u>	<u>Subro/Sal Recovered</u>	<u>Rep</u>
	0.00	0.00	

Total Loss/Exp Paid: 0.00

Salv/Subro Recovered: 0.00

Total Reserves: 0.00

Philadelphia Insurance Companies Customer Loss Detail Report



Account 8005371 Friends of the Library
 Product NU Non Profit Umbrella
 Policy Number PHUB241811 06/13/2008 TO 03/27/2009

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Loss/Exps Paid</u>	<u>Subro/Sal Recovered</u>	<u>Rep</u>
	Unknown Claimant	0					0.00	0.00	
Total Number of Claims For Policy PHUB241811							Total Loss/Exp Paid:	0.00	
							Salv/Subro Recovered:	0.00	
							Total Reserves:	0.00	

Total Claims For Product NU 0

Philadelphia Insurance Companies Customer Loss Detail Report



GRAND TOTALS

Account 8005371
0

Total Claims For Account

0

Total Loss/Exp Paid:

0.00

Salv/Subro Recovered:

0.00

Total Reserves:

0.00

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

**CITY VIEW CHANNEL 35; INDEPENDENT FILM MAKERS
LOSS SUMMARY & LOSS RUNS**

City View Channel 35/Independent Film Makers

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
Comm. Auto		\$1M CSL RLI Ins. Company	CAP9500971	3/27/09
Inland Marine/Gl		Policy Schedule on File Nautilus Ins. Co.	NC795977	8/7/09

Loss Summary

Valuation date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims	Premium	Loss Ratio #VALUE!
Business Auto	8/7/2008	3/27/2009	CAS0000371	RLI	02/28/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Business Auto	8/7/2008	8/7/2009	CAS0008554	Scottsdale Ins.	02/27/2009	\$1,492.00	\$0.00	\$0.00	\$1,492.00	3	0	\$0.00	#DIV/0!
Business Auto	8/7/2008	8/7/2009	CAS0008228	Scottsdale Ins.	02/27/2009	\$446.00	\$0.00	\$0.00	\$446.00	1	0	\$0.00	#DIV/0!
Business Auto	8/7/2008	8/7/2009	CAS0077621	Scottsdale Ins.	02/27/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Business Auto	8/7/2008	8/7/2009	CAS0075097	Scottsdale Ins.	02/27/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
AUTO Total						\$1,945.00	\$0.00	\$0.00	\$2,386.00	6	0	\$0.00	#DIV/0!
Package General Liability	8/7/2008	8/7/2009	NC795977	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package General Liability	8/7/2008	8/7/2009	NC899561	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package General Liability	8/7/2008	8/7/2009	NC587115	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package General Liability	8/7/2008	8/7/2009	NC477631	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package General Liability	8/7/2008	8/7/2009	NC365183	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
GL Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package - Inland Marine	8/7/2008	8/7/2009	NC795977	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package - Inland Marine	8/7/2008	8/7/2009	NC899561	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package - Inland Marine	8/7/2008	8/7/2009	NC587115	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package - Inland Marine	8/7/2008	8/7/2009	NC477631	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Package - Inland Marine	8/7/2008	8/7/2009	NC365183	Nautilus Ins.	03/02/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
IM Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
Total					\$0.00	\$1,945.00	\$0.00	\$421.00	\$2,386.00	6	0	\$0.00	#DIV/0!



Policy Loss Run

Last Update: 2/28/2009

We compile claim information for our own business purpose and exercise reasonable care in doing so. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. We make no representation or warranties to insureds, insurers or others to whom this information is furnished.

Insured: CITY VIEW CHANNEL 35

City, State Zip: LOS ANGELES, CA 90012

Policy: CAP9500971

Term: 08/07/2008 - 03/27/2009 CLAIM DETAIL - No Claims

Grand Totals

Grand Totals										Totals			Total Incurred Loss
Total Policies	Total Claims	Indemnity		Expense		Recoverables		Total Reserves	Net Paid (Paid-Recov)				
		Reserve	Paid	Reserve	Paid	Deductible	All Other (Subro, Salv)						
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

**SCOTTSDALE INSURANCE COMPANY
DETAIL LOSS INFORMATION FOR SELECTED POLICY**

Back

Agency Information

REQUESTOR: 04058

INSURED:

REQUESTED DATE TIME: 02/27/2009 14:50:16

CITY VIEW, CHANNEL 35

120 SAN PEDRO STE 630

LOS ANGELES, CA

YATES & ASSOCIATES

04058 --- TUSTIN, CA

POLICY: CAS0086554

DEPT CODE: 00004

POLICY PERIOD 08/07/2007 TO 08/07/2008

Claimant Information

CLAIM: 01111715

CLAIMANT: CITY VIEW, CHANNEL

ACCIDENT STATE: CA

LOSS DATE: 02/12/2008

COVERAGE TYPE: COLLISION

LOSS DESCRIPTION: OV REARENDED IV

SC LOSS CODE:

LOSS LOCATION: SUNSET BLVD

VEHICLE DESCRIPTION: 1999GMC SAFARI

HOLLYWOOD

DRIVER: PHIL WRIGHT

Claimant Information

CLAIM: 01111715

CLAIMANT: WRIGHT, PHIL

ACCIDENT STATE: CA

LOSS DATE: 02/12/2008

COVERAGE TYPE: AUTO MEDICAL PAYMENTS

LOSS DESCRIPTION: OV REARENDED IV

SC LOSS CODE:

LOSS LOCATION: SUNSET BLVD

VEHICLE DESCRIPTION: 1999GMC SAFARI

HOLLYWOOD

DRIVER: PHIL WRIGHT

Claimant Information

CLAIM: 01111715

CLAIMANT: MARCOS, ANNA

ACCIDENT STATE: CA

LOSS DATE: 02/12/2008

COVERAGE TYPE: AUTO MEDICAL PAYMENTS

LOSS DESCRIPTION: OV REARENDED IV

SC LOSS CODE:

LOSS LOCATION: SUNSET BLVD

VEHICLE DESCRIPTION: 1999GMC SAFARI

HOLLYWOOD

DRIVER: PHIL WRIGHT

Claim Totals

LOSS RESERVE

PAID LOSS

INCURRED LOSS

ALAE RESERVE

PAID ALAE

INCURRED ALAE

RECOVERY

LOSS RESERVE	0.0	0.0	0.0	0.0	0.0	0.0
PAID LOSS	0.0	0.0	0.0	0.0	0.0	0.0
INCURRED LOSS	0.0	0.0	0.0	0.0	0.0	0.0
ALAE RESERVE	0.0	0.0	0.0	0.0	0.0	0.0
PAID ALAE	0.0	0.0	0.0	0.0	0.0	0.0
INCURRED ALAE	0.0	0.0	0.0	0.0	0.0	0.0
RECOVERY	0.0	0.0	0.0	0.0	0.0	0.0

Lo:

STATUS: C

Policy Term Totals

0	1,500	1,499	0	0	0	0
LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	1,499	1,499	0	0	0	0

Policy Totals

0	1,499	1,499	0	0	0	0
LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	1,499	1,499	0	0	0	0

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected dedts, salvage and/or subro.

**SCOTTSDALE INSURANCE COMPANY
DETAIL LOSS INFORMATION FOR SELECTED POLICY**

[Back](#)

Agency Information
REQUESTOR: 04058
INSURED:

REQUESTED DATE TIME: 02/27/2009 14:51:24
CA, LOS ANGELES, CITY OF
CITY VIEW 35 & ETAL

DEPT CODE: 00004

POLICY: CAS0082828

AGENT:

LOS ANGELES , CA
YATES & ASSOCIATES
04058 --- TUSTIN , CA

POLICY PERIOD 08/07/2006 TO 08/07/2007

Claimant Information

CLAIM: 01063873

CLAIMANT: CA, LOS ANGELES CITY OF

ACCIDENT STATE: CA

LOSS DATE: 01/17/2007

COVERAGE TYPE: COLLISION

LOSS DESCRIPTION: SIDESWIPE

SC LOSS CODE:

LOSS LOCATION: BEVERLY BLVD & COMMONWEAL

VEHICLE DESCRIPTION: 1999GMC

LOS ANGELES

DRIVER: WILLIAM KIDSTON

Claim Totals

LOSS RESERVE	0	PAID LOSS	446	INCURRED LOSS	446	ALAE RESERVE	0	PAID ALAE	421	INCURRED ALAE	421	RECOVERY	0
--------------	---	-----------	-----	---------------	-----	--------------	---	-----------	-----	---------------	-----	----------	---

STATUS: C

Policy Term Totals

LOSS RESERVE	0	PAID LOSS	446	INCURRED LOSS	446	ALAE RESERVE	0	PAID ALAE	421	INCURRED ALAE	421	RECOVERY	0
--------------	---	-----------	-----	---------------	-----	--------------	---	-----------	-----	---------------	-----	----------	---

Policy Totals

LOSS RESERVE	0	PAID LOSS	446	INCURRED LOSS	446	ALAE RESERVE	0	PAID ALAE	421	INCURRED ALAE	421	RECOVERY	0
--------------	---	-----------	-----	---------------	-----	--------------	---	-----------	-----	---------------	-----	----------	---

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected dedts, salvage and/or subro.

Agency Information
REQUESTOR: 04058
INSURED:

REQUESTED DATE TIME: 02/27/2009 14:51:24
CITY OF LOS ANGELES CITY VIE
35 & THE INDEPENDENT ETAL

POLICY: CAS0077821

DEPT CODE: 00004

AGENT:

LOS ANGELES , CA
YATES & ASSOCIATES
04058 --- TUSTIN , CA

POLICY PERIOD 08/07/2005 TO 08/07/2006

Claimant Information

Los

CLAIM: 01021174
 CLAIMANT: KO, JONATHAN
 ACCIDENT STATE: CA
 LOSS DATE: 03/15/2006
 COVERAGE TYPE: AUTO PD
 LOSS DESCRIPTION: PARKING LOT INCIDENT
 SC LOSS CODE:
 LOSS LOCATION: LOS ANGELES
 VEHICLE DESCRIPTION: 1999GMC
 DRIVER: TOM KUWAHARA
 CA

Claim Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

STATUS: C

Policy Term Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

Policy Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected dedts, salvage and/or subro.

Agency Information

REQUESTOR: 04058
 INSURED:
 CITY OF LOS ANGELES CITY 35 &
 THE INDEPENDENT FILM ETAL
 LOS ANGELES , CA
 YATES & ASSOCIATES
 04058 --- TUSTIN , CA

POLICY: CAS0075007

DEPT CODE: 00004

AGENT:

POLICY PERIOD 08/07/2004 TO 08/07/2005

Claim Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

STATUS:

Policy Term Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

Policy Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected dedts, salvage and/or subro.

Agency Information
 REQUESTOR: 04058
 INSURED:

REQUESTED DATE TIME: 02/27/2009 14:51:24
 CITY OF LOS ANGELES CITY 35&
 THE INDEPENDENT FILM MAKERS

POLICY: CAS0066504

DEPT CODE: 00004

AGENT:

LOS ANGELES , CA
 YATES & ASSOCIATES
 04058 --- TUSTIN , CA

POLICY PERIOD 08/07/2003 TO 08/07/2004

Claimant Information

CLAIM: 00936315
 CLAIMANT: MUNICIPALITY INSURANCE
 ACCIDENT STATE: CA
 LOSS DATE: 07/23/2004
 COVERAGE TYPE: AUTO PD
 LOSS DESCRIPTION: IV HIT PARKED VEHICLE
 SC LOSS CODE:
 LOSS LOCATION: LOS ANGELES
 VEHICLE DESCRIPTION: 1999GMC

CA
 DRIVER: PHIL WRIGHT

Claimant Information

CLAIM: 00936315
 CLAIMANT: CITY OF LOS ANGELES CITY 35&
 ACCIDENT STATE: CA
 LOSS DATE: 07/23/2004
 COVERAGE TYPE: COLLISION
 LOSS DESCRIPTION: IV HIT PARKED VEHICLE
 SC LOSS CODE:
 LOSS LOCATION: LOS ANGELES
 VEHICLE DESCRIPTION: 1999GMC

CA
 DRIVER: PHIL WRIGHT

Claim Totals

LOSS RESERVE	0	PAID LOSS	1,393	INCURRED LOSS	1,393	ALAE RESERVE	0	PAID ALAE	0	INCURRED ALAE	0	RECOVERY	0
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STATUS: C

Policy Term Totals

LOSS RESERVE	0	PAID LOSS	1,393	INCURRED LOSS	1,393	ALAE RESERVE	0	PAID ALAE	0	INCURRED ALAE	0	RECOVERY	0
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Policy Totals

LOSS RESERVE	0	PAID LOSS	1,393	INCURRED LOSS	1,393	ALAE RESERVE	0	PAID ALAE	0	INCURRED ALAE	0	RECOVERY	0
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O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected dedts, salvage and/or subro.

Agent's Policyholder Loss Run

Grand Totals for Selected Records

Written Premium	Loss Paid	Loss Case Reserve	ALAE Paid	ALAE Case Reserve	DED/Recoveries	Total Case Incurred	Claim Count	Loss Ratio
\$99,668.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %

Totals By Policy Year

Insured Name	Policy Eff Date	Policy Exp Date	Policy Number	Agent #	Agent Name	Written Premium	Loss Paid	Loss Case Reserve	ALAE Paid	ALAE Case Reserve	DED/Recoveries	Total Case Incurred	Claim Count	Loss Ratio
INDEPENDENT FILM MAKERS ETAL														
8/7/2008	8/7/2009	NC79597Z	403-0		BLISS & GLENNON, INC.	\$14,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %
INDEPENDENT FILM MALERS ETAL														
8/7/2007	8/7/2008	NC699561	403-0		BLISS & GLENNON, INC.	\$14,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %
INDEPENDENT FILM MALERS ETAL														
8/7/2006	8/7/2007	NC587115	403-0		BLISS & GLENNON, INC.	\$14,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %
INDEPENDENT FILM MALERS ETAL														
8/7/2005	8/7/2006	NC477631	403-0		BLISS & GLENNON, INC.	\$14,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %
INDEPENDENT FILM MALERS ETAL														
8/7/2004	8/7/2005	NC365183	403-0		BLISS & GLENNON, INC.	\$14,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %
INDEPENDENT FILM MALERS ETAL														
8/7/2003	8/7/2004	NC271713	403-0		BLISS & GLENNON, INC.	\$14,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %
INDEPENDENT FILM MALERS ETAL														
8/7/2002	8/7/2003	NC196239	403-0		BLISS & GLENNON, INC.	\$12,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0 %

There are no claims to report for this account



Agent's Policyholder Loss Run

Date Last Updated:

Report Date: 3/2/2009

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

**CITY OF L.A. COMMUNITY BEAUTIFICATION GRANT
LOSS SUMMARY & LOSS RUNS**

City of Los Angeles Community Beautification Grant

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
General Liability	\$1M/\$1M/\$1M	ARCH Ins. Group	DPC0027985-00	6/26/09

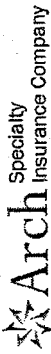
Loss Summary

Valuation Date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims	Premium	Loss Ratio #VALUE!
General Liability	6/28/2008	6/28/2009	DPC002798500	Arch Specialty	03/04/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!
OL Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	#DIV/0!

Arch Specialty Insurance Company Loss Run

City of Los Angeles Community Beautification Grant Participants and Volunteer Neighborhood Beautification



Insured Name :
 Policy Number :
 Policy Period :

Program
 DPC002798500
 06/26/2008 - 06/26/2009

Claim	Handler	Date Closed	Claimant	Additional Insured/Location	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Net Incurred
								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Claims:	0							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

FILES LISTED ARE THOSE FILES REPORTED TO ARCH PURSUANT TO THE POLICY. THIS POLICY MAY CARRY AN SIR AND ADDITIONAL CLAIMS MAY HAVE BEEN REPORTED TO THE INSURED OR THEIR CLAIM HANDLING T.P.A. THAT ARE NOT REFLECTED HERE. ARCH INSURANCE HAS AN ESTABLISHED POLICY OF NOT RELEASING RESERVES ON OPEN FIRST PARTY LOSSES.

Source: cPAS

Exhibit C

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

LOSS HISTORY

**CITY OF L.A. ELECTION POLL LOCATIONS
LOSS SUMMARY & LOSS RUNS**

City of Los Angeles Election Poll Locations

Policy	Limit of Liability	Carrier	Policy Number	Expiration Date
General Li	\$1M/\$2M Ded.\$10K	Scottsdale Insurance Company	BCS0019089	5/18/09

Loss Summary

Valuation date as of

LOB	Policy Effective Date	Policy Expiration Date	Policy Number	Carrier	Valuation Date	Paid To Date	Reserves	Expenses	Total Incurred	Closed Claims	Open Claims
Election Poll	2/21/2009	5/18/2009	BCS0019089	Scottsdale Ins.	03/09/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Election Poll	2/26/2007	5/18/2007	BCS0014648	Scottsdale Ins.	03/09/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Election Poll	2/18/2006	3/8/2006	CLS1228734	Scottsdale Ins.	03/09/2009	\$0.00	\$0.00	\$0.00	\$0.00	0	0
Election Poll Total						\$0.00	\$0.00	\$0.00	\$0.00	0	0
Total					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0

**SCOTTSDALE INSURANCE COMPANY
DETAIL LOSS INFORMATION FOR SELECTED POLICY**

[Back](#)

Agency Information

REQUESTOR: 04044

REQUESTED DATE TIME: 03/09/2009 11:15:48

POLICY: BCS0019089

DEPT CODE: 0000C

INSURED:

CA, LOS ANGELES, CITY OF
ELECTIONS

LOS ANGELES , CA

AGENT:

SWETT & CRAWFORD

04726 --- LOS ANGELES , CA

POLICY PERIOD 02/21/2009 TO 05/18/2009

Claim Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

STATUS:

Policy Term Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

Policy Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs.
See Total Recovery field for collected deds, salvage and/or subro.

**SCOTTSDALE INSURANCE COMPANY
DETAIL LOSS INFORMATION FOR SELECTED POLICY**[Back](#)**Agency Information**

REQUESTOR: 99999 REQUESTED DATE TIME: 03/09/2009 11:27:32 POLICY: BCS0014648 DEPT CODE: 0000C
INSURED: LOS ANGELES ELECTIONS, CITY
OF
LOS ANGELES, CA
AGENT: US RISK OF CALIFORNIA, INC
047AQ --- IRVINE, CA
POLICY PERIOD 02/26/2007 TO 05/18/2007

Claim Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

STATUS:

Policy Term Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

Policy Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected deds, salvage and/or subro.

**SCOTTSDALE INSURANCE COMPANY
DETAIL LOSS INFORMATION FOR SELECTED POLICY**[Back](#)**Agency Information**

REQUESTOR: 99999

REQUESTED DATE TIME: 03/09/2009 11:27:57

POLICY: CLS1228734

DEPT CODE: 00003

INSURED:

CITY OF LOS ANGELES POLLING
PLACES

AGENT:

LOS ANGELES , CA
YATES & ASSOCIATES
04058 --- TUSTIN , CA

POLICY PERIOD 02/18/2006 TO 03/08/2006

Claim Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

STATUS:

Policy Term Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

Policy Totals

LOSS RESERVE	PAID LOSS	INCURRED LOSS	ALAE RESERVE	PAID ALAE	INCURRED ALAE	RECOVERY
0	0	0	0	0	0	0

O=OPEN/E=OPEN FOR ALAE/C=CLOSED/I=NON-RESERVED INCIDENT Amounts shown do not reflect deductibles or payments below SIRs. See Total Recovery field for collected ded's, salvage and/or subro.

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, right 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 oblige 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 work force 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 work force or replacement of those employees who leave the work force 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. 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. Amount 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 _____
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
General Liability _____	
☐ 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) _____	
Professional Liability (Errors and Omissions) _____	
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 Contract Price	
Crime Insurance _____	

Other: _____

Exhibit E

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

**BUSINESS TAX REGISTRATION CERTIFICATE
AND/OR
VENDOR REGISTRATION NUMBER**

City of Los Angeles



INFORMATION
BUSINESS AND
OTHER TAXES



Antoinette Christovale
Director of Finance

Administered by the
Office of Finance

January 2005

FOREWORD

The Office of Finance administers the City's tax laws, issues tax registration certificates and permits, and collects City taxes and fees. Most of the funds go into the City's General Fund to support essential services such as those provided by the Police and Fire Departments.

The Office of Finance is also an information resource for businesses and individuals relative to the City's tax and fee collection program. This booklet presents, in summary form, many of the City's current tax and fee requirements.

While the booklet is periodically updated, changes in tax laws and the various regulatory statutes may have occurred since its most recent printing. Changes in how the laws are applied may impact the obligation businesses and individuals have when conducting business within the City. The Office can assist you with more detailed information specifically tailored to the requirements of an individual business.

An additional resource for business assistance is the Mayor's Office of Economic Development. General information may be obtained by calling (800) 472-2278.

The goal of my Office is to provide service that is responsive to the needs of the diverse business community within the City. I encourage businesses to take advantage of the resources of my Office to help create and retain a strong and economically healthy business environment in the world's 12th largest economy.

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GENERAL INFORMATION NOTICE

This booklet provides basic information pertaining principally to the various business activities involving the payment of the Business Tax to the City of Los Angeles, Office of Finance.

Although some requirements of other governmental agencies are stated herein, the variations and complexities of various businesses are such that a complete disclosure of the requirements of all governmental agencies is impossible in booklet form. Therefore, the Office of Finance cannot accept responsibility for information not disclosed.

Due to the large number of various business activities described under Sections 21.53 to 21.197, inclusive, of the Business Tax Ordinance, it is not practical to list each separately.

To assist you in using this booklet, note the following general information:

- All sales of goods, wares or merchandise at wholesale, unless otherwise listed, are taxed under Section 21.166 of the Business Tax Ordinance.
- All sales of goods, wares or merchandise at retail, unless otherwise listed, are taxed under Section 21.167 of the Business Tax Ordinance.
- All contracting in connection with real property are taxed under Section 21.188 of the Business Tax Ordinance.
- All professions, trades, occupations, performed as an independent contractor and not as an employee of another, unless otherwise specifically listed, are taxed under Section 21.190 of the Business Tax Ordinance.

PURPOSE OF THE TAX

The City of Los Angeles Business Tax is a privilege tax imposed for revenue purposes only. No attempt is made through the business tax to regulate the conduct of businesses.

CONFIDENTIAL CHARACTER OF INFORMATION OBTAINED

The provisions of Section 21.17 of the Business Tax Ordinance, subject to certain exceptions, make it unlawful for the Office of Finance or any person having an administrative responsibility to make known in any manner whatever the business affairs, operations or information required of any person filing returns or paying taxes under the provisions of the Los Angeles Municipal Code.

WHO IS REQUIRED TO PAY THE TAX?

Every person ⁽¹⁾ who engages in any business ⁽²⁾ within the City of Los Angeles is required to obtain the necessary Tax Registration Certificate(s) and make payment of the business tax.

Certain organizations, which are conducted solely for charitable or religious purposes, may be entitled to receive tax-exempt registration certificates upon application and qualification. The payment of tax is not required for engaging in a business activity when such payment of tax would be in violation of the Constitution of the United States or the Constitution of the State of California. Please refer to Sections 21.02, 21.22 and 21.190 of the Business Tax Ordinance for more detailed information.

VENDOR REGISTRATION

There are vendors who conduct business with the City of Los Angeles in a manner that would not subject them to a business tax liability. An example is a publishing company in New York, which, as a result of a newspaper ad, accepts orders by telephone and ships the books by common carrier to the City of Los Angeles. After investigation and confirmation by the Office of Finance, Revenue Management Division, businesses that are not required to pay a business tax may be issued a Vendor Registration Number (VRN). The VRN accounts will be reviewed on an annual basis to determine if their business activities have changed in any manner that would reclassify them to a taxable status. Please call the Revenue Management Mail-In Unit at (213) 978-1521 for more detailed information.

BUSINESS REGULATION IN LOS ANGELES

The issuance of a Tax Registration Certificate and the payment of the business tax do not authorize the conduct or continuance of any illegal business or of a legal business in an illegal manner within the City of Los Angeles. The City has enacted regulatory ordinances in areas such as zoning, building safety, police, fire, hazardous material disclosure, sanitation, health, etc., which must be complied with in order to lawfully conduct a business within the City. Failure to comply with these regulatory ordinances may result in legal action being taken against the taxpayer.

(1) "Person" shall mean any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, joint stock company, business trust, domestic or foreign corporation, association, syndicate, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(2) "Engaged in business" shall mean the conducting, operating, managing or carrying on of a business, whether done as owner, or by means of an officer, agent, manager, or employee. A person shall be deemed engaged in business within the City if 1) such person or his employee maintains a fixed place of business within the City for the benefit or partial benefit of such person, or 2) such person or his employee owns or leases real property within the City for business purposes, or 3) such person or his employee regularly maintains a stock of tangible personal property in the City for sale in the ordinary course of business, or 4) such person or his employee regularly conducts solicitation of business within the City, or 5) such person or his employee performs work or renders services in the City on a regular and continuous basis involving not less than seven working days per year for all such employees, or 6) such person or his employee utilizes the streets within the City in connection with the operation of motor vehicles for business purposes. The foregoing specified activities shall not be a limitation on the meaning of engaged in business.

Businesses requiring Police and/or Fire Permits may file an application with the Office of Finance, but the approval or denial will be made by the Police Department or the Fire Department. Please refer to pages 29 through 24 of this booklet for more detailed information.

The Zoning Section of the Department of Building and Safety determines whether a business may be conducted at a specific location.

Businesses such as restaurants and massage parlors are required to obtain health permits, which are administered by the County Health Department.

Many businesses are also subject to regulation by State agencies, such as the State Contractor's License Board and the Department of Consumer Affairs. Sellers of goods, wares and merchandise at wholesale and retail must obtain a State Seller's Permit issued by the State Board of Equalization.

LEGAL ACTION THAT MAY BE TAKEN FOR NON-COMPLIANCE WITH THE BUSINESS TAX ORDINANCE

Failure to obtain the required Tax Registration Certificate and pay all business taxes due is a misdemeanor unless the violation or failure is declared to be an infraction. Any violation that is designated as a misdemeanor, may be charged by the City Attorney as either a misdemeanor or an infraction. Violations designated as a misdemeanor shall be punishable by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six (6) months, or by both fine and imprisonment. Violations designated as an infraction shall be punishable by a fine of not more than \$250.00 for each violation.

Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person, and shall be punishable accordingly. Please refer to Section 11.00 (m) of the Los Angeles Municipal Code and Sections 21.03, 21.12, 21.16, 21.19, and 21.20 of the Business Tax Ordinance for complete information.

WHISTLEBLOWER PROGRAM

The Whistleblower Program provides rewards for information resulting in the recovery of business taxes. The amount of reward shall not exceed 10% of the additional taxes, interest and penalties, which are recovered as a result of the information provided. No reward shall be paid if the Director of Finance determines that the recovery was so small as to call for a reward of less than \$50.00. For more information, please contact one of the offices listed at the end of this booklet or visit our website at www.lacity.org/finance.

HOW TO APPLY FOR A BUSINESS TAX REGISTRATION CERTIFICATE

The taxpayer may appear in person at the Main Office or at any of the branch

offices listed at the end of this booklet. In many cases, except where Police Permits are required, the taxpayer may file an application by mail after obtaining instructions from the Office of Finance regarding the information, which must be submitted to establish an account. Applications can also be obtained from our website at www.lacity.org/finance.

The Office of Finance requires that the taxpayer provide the following:

- A. Full legal name of the business owner(s);
- B. Fictitious/doing business as (D.B.A.) name of the business, if any;
- C. Business address (no P.O. Boxes);
- D. Mailing address, if different from the business address;
- E. Business owner's Social Security Number (SSN) if the taxpayer is not required to report employment taxes or give tax statements to employees;
or
- F. Business owner's Federal Employer Identification Number (FEIN) if the taxpayer is required to report employment taxes or give tax statements to employees;
- G. Description of business activity (ies); and
- H. Start date of business activity (ies).

HOW IS THE AMOUNT OF TAX DETERMINED?

BUSINESS TAX

Most business taxes are based on gross receipts. For those Business Tax Classifications, the tax rate is a specified amount per \$1,000 of taxable gross receipts with a minimum amount due for each tax classification. Some business taxes are based on a flat rate per tax period and others are based on the number of vehicles, machines, devices or equipment used, the number of employees, square footage of the area, seating capacity, or the scale of fees collected.

PAYROLL EXPENSE TAX

Effective January 1, 2002, the Payroll Expense Tax has been repealed. The Payroll Expense Tax had been temporarily suspended from January 1, 2000 through December 31, 2001.

IS A SEPARATE REGISTRATION CERTIFICATE REQUIRED FOR EACH BUSINESS LOCATION?

Yes. Section 21.06, Article 1, of the Los Angeles Municipal Code requires a separate registration certificate for each type of business activity and for each business location in the City of Los Angeles. However, a warehouse or distributing plant used in conjunction with a business in the City is not regarded as a separate business location. The law provides for an exception when the business locations are outside the City of Los Angeles. In this instance, only one registration certificate is required for each type of business for all locations, which are outside the City.

CAN A REGISTRATION CERTIFICATE BE TRANSFERRED FROM ONE

OWNERSHIP TO ANOTHER?

Section 21.11, Article 1, of the Los Angeles Municipal Code states that a registration certificate may be transferred in those cases where the real or ultimate ownership of the business after the transfer is substantially similar to the ownership existing before the transfer. However, when the change in business ownership, such as by sale, is substantially different, an application would have to be made for a new Tax Registration Certificate.

CAN A REGISTRATION CERTIFICATE BE TRANSFERRED TO A NEW LOCATION?

Yes. Upon your notification to the Office of Finance that you have moved and are conducting your business at a new location, an amended Tax Registration Certificate will be issued to you.

WHEN MUST BUSINESS TAXES BE PAID?

NEWLY ESTABLISHED BUSINESS

For a newly established business, only a minimum tax is due on or before the start of business and should be paid at the time of application. An additional tax may be due at the end of the tax period if the gross receipts generated during the first period of operations exceeded the amount of gross receipts covered by the minimum tax previously paid.

NEW BUSINESS EXEMPTION

Businesses that establish a new fixed location within the City and are not owned in whole or in part by a person that was engaged in business in the City in the preceding tax year can qualify for a new business exemption (under Section 21.30 of the Los Angeles Municipal Code) for up to the first two years of operation. A qualifying new business will not be required to pay the applicable minimum tax or any additional business tax up to the first two years of operation if its taxable gross receipts are less than \$500,000 per year. This tax exemption **does not include the following:**

- 1) Construction businesses as defined in Section 21.30 b.1 of the L.A.M.C.;
- 2) Film producers as defined in Section 21.109 of the L.A.M.C.;
- 3) Any business, which was engaged in business in the City of Los Angeles during the preceding tax year and is engaged in business in the City during the current tax year.

Please note: Filing must be made in a timely manner in order to qualify for this exemption.

SMALL BUSINESS EXEMPTION

Effective January 1, 2001, a small business with \$5,000.00 or less of taxable and nontaxable gross receipts within and out of the City, may qualify for a Small Business Exemption. For further information on this exemption and requirements to qualify, contact one of the offices listed at the end of this

booklet.

ESTABLISHED BUSINESS

Businesses currently holding a valid Tax Registration Certificate will receive renewal statement(s) prior to the next tax period. If a renewal statement is not received in the mail, a timely return must still be filed to avoid payment of interest and penalty.

Due Dates for the following tax periods are:

A. ANNUAL BUSINESS TAXES

Due January 1 of each year. Delinquent if not paid before March 1.

B. QUARTERLY BUSINESS TAXES

These are due on January 1, April 1, July 1 and October 1 of each year. In each case, delinquent if not paid before February 1, May 1, August 1 and November 1.

C. MONTHLY BUSINESS TAXES

These are due on the first day of each month and delinquent if not paid before the first day of the following month, with the exception of the Parking Occupancy Taxes and Transient Occupancy Taxes. Parking Occupancy Taxes and Transient Occupancy Taxes are due on or before the 25th day of the month following the close of each calendar month.

D. DAILY BUSINESS TAXES

These are due on each day of the activity and delinquent the following day.

FISCAL YEAR FILING

Effective January 1, 2000, taxpayers are given an option to report their tax measures based on their business' fiscal or calendar year.

SINGLE PRIMARY TAX CLASSIFICATION ELECTION

Effective January 1, 2004, a taxpayer with multiple classifications whose rates are based on annual gross receipts, may elect to have all of the business' taxable annual gross receipts reported and taxed at the rate applicable to the activity constituting at least 80% of the entire annual gross receipts, after any apportionments. Any business activities taxed other than on the basis of annual gross receipts must continue to be reported separately.

INTERCOMPANY TRANSFERS

That portion of a business' gross receipts attributable to amounts received from or charged to closely held or related companies is now exempt from business tax. Ownership interests in the related or closely held companies must be at least 80% in common in terms of both value and voting power.

REPORTING ON A CASH OR ACCRUAL BASIS (DEDUCTIONS FOR BAD DEBTS)

Effective January 1, 2005, gross receipts may now be reported on either a

cash or an accrual basis in accordance with Internal Revenue Service (IRS) guidelines. If reporting on an accrual basis (amounts billed), you may exclude from your reported gross receipts any uncollectible amount ("bad debt") apportioned to the City of Los Angeles that has been written off as a "bad debt" in compliance with IRS guidelines. However, any portion of "bad debt" that had been previously written off and is later collected, is to be reported as gross receipts in the year it is collected.

BUSINESS SOLD OR DISCONTINUED

If a business is discontinued or dissolved before the end of a tax period, any taxes accrued or owing shall be due on the date of termination. Taxes due are delinquent if not paid within forty-five (45) days ⁽³⁾ from the date of termination.

TAXATION OF MOST COMMON AND TYPICAL TYPES OF BUSINESS ACTIVITIES

While there are many different business activities taxed at varying rates, emphasis will be given to the following classifications. Please call or visit any of the Office of Finance public offices listed at the end of this booklet for additional information.

RETAIL SALES

Section 21.167 of the Business Tax Ordinance defines retail sales as the selling of any goods, wares or merchandise for any purpose other than resale. Common examples would be grocery stores, drug stores, hardware stores, clothing stores, restaurants, etc.

TAX RATE: \$110.86 for the first \$75,000 or less of gross receipts plus \$1.48 per \$1,000 or fractional part thereof in excess of \$75,000.

WHOLESALE SALES

Section 21.166 of the Business Tax Ordinance defines wholesale sales as the selling of goods, wares or merchandise for the purpose of resale. An example would be a wholesale grocer selling goods to a grocery store.

TAX RATE: \$118.25 for the first \$100,000 or less of gross receipts plus \$1.18 per \$1,000 or fractional part thereof in excess of \$100,000.

Sellers who are engaged in both retail sales and wholesale sales are subject to both types of taxes. In these instances, it will be necessary to segregate the sales and pay a business tax for each classification.

Receipts, which may be excluded from Retail and Wholesale Business Taxes, are the following:

A. Out-of-State sales, which are shipped by the seller directly to the purchaser

(3) For every person engaged in the business of developing and selling property in which said person(s) has equity or title, all taxes must be paid and the account closed on or before the last day of the month following the month in which discontinuance or termination occurred.

to points outside the State of California.

- B. State or local sales and use taxes.
- C. Returned merchandise where cash or credit is allowed.
- D. Cash discounts allowed or taken.

Retailers and wholesalers may be entitled to an apportionment of their gross receipts if they are located in the City of Los Angeles and engage in sales activities both inside and outside the City (City Clerk's Ruling No. 14); or if they are located outside the City of Los Angeles and engage in sales activities within the City (City Clerk's Ruling No. 13).

SELLING, SOLICITING ON STREETS OR SIDEWALKS

Selling any goods, wares or merchandise on public streets and sidewalks on foot or using a pack, stand or pushcart is illegal. It is also illegal to sell in vacant lots, auto service stations or any other private property (abandoned or not) without the approval of the Department of Building and Safety. The telephone number is (213) 482-0000.

Persons operating food-catering vehicles may sell, provided that all of the following conditions are met:

- A. The vehicle must be registered with the State Department of Motor Vehicles.
- B. The vehicle must be approved by the County Health Department. The telephone number is (626) 430-5500.
- C. The food sold must be prepared and packaged ready for immediate human consumption.
- D. When stopping or parking on public streets, all signs must be obeyed. Certain stopping or parking restrictions must also be complied with.
- E. Only temporary stops on private property route locations may be made.

Note: Catering bicycles or tricycles (human powered) such as those used to vend ice cream, tamales, candy, etc. are illegal upon City streets.

PROFESSIONS AND OCCUPATIONS BUSINESSES

Section 21.190 of the Business Tax Ordinance covers any service activities that are not described as "Miscellaneous Services," as well as all other business activities not specifically taxed by other sections of the Business Tax Ordinance. Some examples are attorneys, dentists, barbers, auto mechanics, etc.

Tax Rate: \$106.43 for the first \$18,000 or less of gross receipts plus \$5.91 for each additional \$1,000 or fractional part thereof in excess of \$18,000.

Persons engaged in more than one trade, calling, occupation, vocation, profession or other means of livelihood covered within this section shall consolidate all gross receipts and shall be issued one Tax Registration Certificate covering all such service activities.

Persons who are in the business of providing services may be entitled to an apportionment of gross receipts derived from activities conducted both inside and outside the City of Los Angeles (City Clerk's Ruling No. 15).

CAN A PERSON IN A SELLING BUSINESS ALSO BE SUBJECT TO THE PROFESSIONS AND OCCUPATIONS TAX?

Yes. Many selling businesses also perform services or repairs. Common examples would be automobile dealers, television sales and services, gas stations, etc. In these cases, it is necessary to segregate the sales and services and pay a business tax for each business activity.

HEALTH MAINTENANCE ORGANIZATION

Section 21.191 of the Business Tax Ordinance became effective June 19, 1998 and operative as if in effect on January 1, 1998. This new business tax classification covers persons who are engaged in business as a Health Maintenance Organization. A Health Maintenance Organization is defined as any person who undertakes to arrange for the provision of health care services to subscribers or enrollees, or to pay for or to reimburse any part of the cost for those services, in return for a prepaid or periodic charge paid by or on behalf of the subscribers or enrollees.

Tax Rate: \$106.43 for the first \$18,000 or less of gross receipts plus \$5.91 per \$1,000 or fractional part thereof in excess of \$18,000.

INDEPENDENT TELEMARKETING AGENCY

Section 21.80 of the Business Tax Ordinance became operative January 1, 1997. It created a separate business tax classification for persons engaged in the business of marketing services or goods, wares or merchandise on behalf of three (3) or more clients continuously, none of which has any ownership interest in said person, by use of a telecommunications device at a call center⁽⁴⁾. Independent Telemarketing Agencies were formerly taxed under Sections 21.79 (Commission Brokers) and/or 21.190 (Professions and Occupations).

Tax Rate: \$91.64 for the first \$25,000 or less of gross receipts plus \$3.67 per \$1000 or fractional part thereof in excess of \$25,000.

MULTIMEDIA BUSINESSES

Section 21.189.4 of the Business Tax Ordinance became operative January 1,

(4) "Call Center" shall mean a location in which 25 or more persons are continuously employed or utilized to make and/or receive telephone calls by means of a centralized telecommunications system.

1997. It created a separate business tax classification for multimedia businesses, which were previously classified under Section 21.190 (Professions and Occupations). A "Multimedia Business" shall mean a business that: 1. Produces films, disks, tapes, software or other recording devices, whether visual or audio, through the integration of two or more media, which media include, without limitation, computer generated graphics and video, film, slides, video tapes, audio tapes and photographs; or 2. Provides computer programming services on a contract or fee basis to the person defined in subsection 1 of this section, such services to include computer software design and analysis, modification of custom software, digital imaging and other related programming services; or 3. Develops online and internet services, including the design of WEB sites, for clients. The activities of a motion picture, television or radio producer, as defined in Section 21.109 of the Business Tax Ordinance, radio or television broadcaster, as defined in Section 21.189.2 of the Business Tax Ordinance, and an adult entertainment business, as defined in Section 12.70B of the LAMC shall not be subject to tax under this section.

Tax Rate: \$118.25 for the first \$100,000 or less of gross receipts plus \$1.18 per \$1,000 or fractional part thereof in excess of \$100,000.

CHILD CARE PROVIDERS

Section 21.189.3 of the Business Tax Ordinance defines child care as providing non-medical care for children under 18 years of age in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis.

Tax Rate: \$23.65 for the first \$20,000 or less of gross receipts plus \$1.18 for each additional \$1,000 or fractional part thereof in excess of \$20,000.

MISCELLANEOUS SERVICES

Section 21.189.1 of the Business Tax Ordinance covers persons engaged in the business of: advertising agency, aircraft support contractor, apparel subcontractor, bookbinder, check cashing service, drapery subcontractor, heat treater, mailing service, metal plater, music teacher, public relations agency, refuse contractor, shoe shining stand or parlor operator, silk screen apparel subcontractor, temporary help agency, ticket sellers, travel agency, typesetter or wire terminator.

Tax Rate: \$49.67 for the first \$12,000 or less of gross receipts plus \$4.14 per \$1,000 or fractional part thereof in excess of \$12,000.

RENTAL OF DWELLING UNITS

Section 21.99 of the Business Tax Ordinance covers persons who are

engaged in the business of conducting or operating a hotel, rooming house, apartment house, or other dwelling units.

Tax Rate: \$110.86 for the first \$75,000 or less of gross receipts plus \$1.48 per \$1,000 or fractional part thereof in excess of \$75,000.

A Tax Registration Certificate is required for persons having four (4) or more dwelling units in the City. However, gross receipts from all in-city locations can be combined under one Tax Registration Certificate. Whenever the gross rental income from all locations in the City is less than \$20,000 per calendar year, a Tax Registration Certificate is not required or a tax is not due.

RENTAL OF COMMERCIAL PROPERTY

Section 21.98 of the Business Tax Ordinance covers persons who are engaged in the business of renting or letting a building to tenants for purposes other than dwelling.

Tax Rate: \$110.86 for the first \$75,000 or less of gross receipts plus \$1.48 per \$1,000 or fractional part thereof in excess of \$75,000.

Only one Tax Registration Certificate is required from persons having more than one commercial property in the City but the gross receipts from all of these locations should be reported in the measure of tax.

This tax does not apply to persons who operate storage warehouses or indoor auto parking as they are subject to a business tax for the conduct of their businesses under ordinance Sections 21.141 and 21.56, respectively. Please refer to Section 21.98 of the Business Tax Ordinance for a complete list of exemptions.

CONTRACTOR

Section 21.188 of the Business Tax Ordinance covers persons engaged in the business of constructing, altering, repairing, or demolishing any building, highway, road or other structure.

Tax Rate: \$177.38 for the first \$60,000 or less of gross receipts plus \$1.18 per \$1,000 or fractional part thereof in excess of \$60,000. In-City Contractor pays an additional \$2.96 per \$1,000 or fraction of all salaries and fees paid for services rendered in the City in connection with out-of-city projects.

Depending on whether the contractor has a fixed place of business inside or outside the City, the following methods are used to compute the contractor's tax base:

A. Established place of business located outside the City:

Gross receipts consist of the total amount of contracts from projects performed within the City without any deduction for subcontracts performed by others. Subcontractors are also subject to this tax. No tax payment is required for out-of-city contractors who have zero gross receipts in the city.

B. Established place of business located inside the City:

Gross receipts from jobs or projects performed both inside and outside the City are reported as follows (City Clerk's Ruling No. 2):

1. Gross receipts from the total amount of contracts from projects performed in the City without any deduction for subcontracts performed by others,

PLUS

2. An apportionment of the total wages, salaries and fees paid to employees and consultants for services rendered in the City in connection with projects located outside the City. The apportionment rate is based on the ratio of gross receipts from projects outside the City to total gross receipts from all business activities.

Note: When there are no projects outside the City, only gross receipts from projects in the city are reported.

COMMISSION MERCHANT OR BROKER

Section 21.79 of the Business Tax Ordinance defines commission merchant or broker as a person who brings buyers and sellers of goods, wares or merchandise together, while serving in the capacity of an independent contractor and not as an employee of another.

Tax Rate: \$91.64 for the first \$25,000 or less of gross receipts plus \$3.67 per \$1,000 or fractional part thereof in excess of \$25,000.

Commission merchants or brokers may be entitled to an apportionment of gross receipts if they are located inside the City but have substantial activities outside the City or if they are located outside the City but have business activities inside the City (City Clerk's Ruling 3 defines a commission merchant or broker. See City Clerk's Ruling 15 for apportionment).

LAUNDRY, CLEANING AND DYEING AGENT, COLLECTOR, LINEN SUPPLY AND SHOE REPAIR

Section 21.102 of the Business Tax Ordinance covers persons engaged in the business of washing, drying, cleaning, dyeing or pressing any clothing, or similar article of personal property, whether accomplished by hand, machine or any coin-operated machine operated by such person, his employee or any customer, or furnishing or letting the use of any towels, linens, aprons,

bedding, napkins, table covers, or any other article of personal property of a similar nature, or collecting or delivering any such article as an agency or otherwise, for a fee or charge or repairing or rebuilding shoes.

Tax Rate: \$110.86 for the first \$75,000 or less of gross receipts plus \$1.48 per \$1,000 or fractional part thereof in excess of \$75,000.

Persons who also engage in retail sales and perform minor alterations or repairs to the garments of the customers at the same location need not obtain separate Tax Registration Certificates, provided that the combined gross receipts are reported under the one certificate.

PERSONAL PROPERTY RENTAL

Section 21.192 of the Business Tax Ordinance covers every person engaged in the business of leasing or renting any tangible personal property ⁽⁵⁾, and not specifically taxed by other provisions of this article.

Tax Rate: \$177.38 for the first \$60,000 or less of gross receipts plus \$2.96 per \$1,000 or fractional part thereof in excess of \$60,000.

It is not required to include the gross receipts for the leasing or renting of tangible personal property when the entire use is made wholly outside the State of California.

Persons engaged in the business of renting personal property may be entitled to an apportionment of gross receipts derived from rental activities carried on both inside and outside the City (City Clerk's Ruling No. 17).

AUTO PARKS

Section 21.56 of the Business Tax Ordinance covers every person engaged in the business of conducting any automobile parking place, storage lot or storage place where motor vehicles are parked or stored, and a charge made directly or indirectly for such parking or storage.

Tax Rate: \$177.38 for the first \$30,000 or less of gross receipts plus \$5.91 per \$1,000 or fractional part thereof in excess of \$30,000.

OTHER TYPES OF BUSINESSES

Other types of businesses on which different tax rates apply include, but are not limited to, the following:

Amusement Park

⁵ "Tangible Personal Property" shall mean personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

Auctioneer
 Baseball, Football, (Sporting Events, etc.)
 Billiards, etc.
 Bowling Alleys, Skee-ball, Shuffleboard, etc.
 Coin-operated Amusement Machines
 Coin-operated Phonographs and Music Machines
 Coin-operated Scales and Service Machines
 Christmas Tree Sales
 Circus
 Collection Agency
 Dance Hall
 Lending Money
 Miscellaneous Trucking (Business located outside the City)
 Motion Picture, Television and Radio Producers
 Oil Well Production **(Repealed effective 01-01-96. Now taxed under Wholesale and/or Retail Sales.)**
 Side Show, Carnival, Circus Parade
 Storage, Freight Forwarding, Steamship Agency, Custom House Broker
 Theater, Motion Picture/Live
 Transporting Persons for Hire
 Vending Machines/Routes

If you are engaged in one of the foregoing businesses, it is suggested that you contact one of the Office of Finance offices listed at the end of this booklet.

TAXPAYER ADVOCATE

The Taxpayer Advocate program was designed to provide personal assistance to taxpayers who have complex business tax problems. The Taxpayer Advocate will be dedicated to researching and resolving issues and complaints from taxpayers. The Taxpayer Advocate may be contacted by:

- FAX (213) 978-1549
Attn: Taxpayer Advocate
- E-Mail advocate@finance.lacity.org
- U.S. Mail Office of Finance, Tax and Permit Division
200 North Spring Street, Room 101
Los Angeles, CA 90012
Attention: Taxpayer Advocate
- Referral You may be referred to the Taxpayer Advocate by any Office of Finance employee.

If you are requesting assistance through Fax, E-mail or U.S. Mail, please include your name, account number, a brief description of your problem and a daytime telephone number.

CITY CLERK RULINGS

Section 21.15 (h) of the Los Angeles Municipal Code gives the Director of Finance the authority to adopt and promulgate rules and regulations pertaining to the collection of the Los Angeles Business Tax and the enforcement of the provisions of the Business Tax Ordinance (Article 1, Chapter 2 of the Los Angeles Municipal Code). The following is general information that applies to specific activities. For additional information or a copy of any City Clerk's Ruling, please contact one of the Office of Finance offices listed at the end of this booklet.

CITY CLERK'S RULING NO. 13 (PERSONS SELLING GOODS, WARES AND MERCHANDISE IN LOS ANGELES, WITH NO FIXED PLACE OF BUSINESS IN LOS ANGELES)

Business Tax Classification Reference:

Sections 21.166 and 21.167 of the Los Angeles Municipal Code:

A person who does not own, lease, occupy or otherwise maintain within the City of Los Angeles a place or premises upon which or from which such person engages in business, shall nevertheless be deemed to be engaged in business within the City of Los Angeles when, through the physical presence of such person, such person's employees, such person's agents, or such person's equipment, such person carries on activities within the City of Los Angeles which are designed to solicit, promote, stimulate, or otherwise encourage the sale of goods, wares, or merchandise.

The measure of tax for such person shall be:

- (a) 35% of those gross receipts from all sales to customers located within the City of Los Angeles, where delivery or shipment is made to points within the City by vehicles operated by the taxpayer.
- (b) 30% of those gross receipts from all sales to customers located within the City of Los Angeles where delivery or shipment is made to points within the City by means other than vehicles operated by the taxpayer regardless of the f.o.b. point or other conditions of sale.
- (c) 30% of those gross receipts from all sales to customers located within the City of Los Angeles where delivery or shipment is made to points outside the City.

CITY CLERK'S RULING NO.14 (PERSONS SELLING GOODS, WARES, AND MERCHANDISE, WHO HAVE A FIXED PLACE OF BUSINESS IN LOS ANGELES)

Business Tax Classification Reference:

Sections 21.166 and 21.167 of the Los Angeles Municipal Code

A person who owns, leases, occupies or otherwise maintains within the City a place or premises upon which, or from which the person engages in the business of selling goods, wares, and merchandise in the City and whose gross receipts from such sales are attributable to business activities carried on within the City and activities carried on outside the City, may apportion such gross receipts and include in the measure of tax those gross receipts directly attributable to activities carried on within the City.

In making a calculation of gross receipts to be reported as the measure of tax, the person may deduct from 100% of gross receipts the percentage of gross receipts deemed to be directly attributable to selling activities carried on by such person outside the City of Los Angeles. For the purposes of this calculation, the person may deduct, to the extent appropriate, but in no case in an amount greater than, the following percentages of those sales, or particular categories of sales, on which the corresponding elements of the selling process are performed at a place or location outside the City:

1. Up to 30% for the location where the sale is negotiated or solicited by the taxpayer, through the physical presence of the taxpayer or the taxpayer's employees.
2. Up to 20% for the sales office which serves as the base of operations for sales activities, or if there is no sales office which serves as a base of operations, the office from which the sales activities are directed or controlled.
3. Up to 10% for the location where orders or contracts are accepted or approved. Such acceptance or approval shall be deemed to take place at the location of the office specified, in item 2 above, unless there is clear and conclusive evidence that a binding acceptance or approval occurs elsewhere.
4. Up to 20% for any facility, operated by the taxpayer, where the goods, wares or merchandise are stored immediately prior to shipment or delivery.
5. Up to 5% for the location, which gives the order for, or arranges for, the shipment or delivery of articles sold.
6. Up to 5% for the place where billing procedures are performed.
7. Up to 5% for the place where the collecting of receipts is performed.
8. Up to 5% for the place to which merchandise is delivered by vehicles operated by the taxpayer.

CITY CLERK'S RULING NO. 15 (GROSS RECEIPTS ATTRIBUTABLE TO BUSINESS ENGAGED IN WITHIN THE CITY)

Business Tax Classification Reference:
Section 21.190

It is the ruling of the City Clerk that any person engaging in a business subject to tax under Section 21.190 of the L.A.M.C shall include in the measure of tax the total gross receipts from work performed within the City; and in addition thereto, if such person owns, leases, occupies or otherwise maintains within the City a place or premises from which such person engages in business activities outside the City, such person shall include a portion of the gross receipts from work performed outside the City in the measure of tax. In the absence of substantial information, 20% of gross receipts from work performed outside the City shall be deemed to be that portion subject to tax as attributable to business engaged in within the City.

OTHER CITY CLERK RULINGS (Not otherwise included in this material)

City Clerk's Ruling No. 2 (Contractors) See page 16-17

City Clerk's Ruling No. 3 (Commission Merchants, Commission Brokers, Commission Agents Dealing in Tangible Personal Property)

City Clerk's Ruling No. 7 (Application of Business Tax Ordinance to Social Clubs, Automobile Clubs, Golf and Country Clubs, Employees' Associations, etc.)

City Clerk's Ruling No. 8 (Discounts, Allowances, etc.)

City Clerk's Ruling No. 10 (Employee Retention, Demonstration and Display of Goods, Wares or Merchandise)

City Clerk's Ruling No. 11 (Federal Taxes)

City Clerk's Ruling No.17 (Persons Leasing or Renting Tangible Personal Property)

City Clerk's Ruling No.18 (Senior Citizen Exemption – Utility Users Tax: Claims for Refund)

City Clerk's Ruling No.19 (Retailers Earning Finance and Other Charges on Deferred Payment Accounts)

BUSINESS TAX ECONOMIC INCENTIVE AREA – CITY BUSINESS TAX EXEMPTIONS AND DECREASES

Effective January 1, 1999, qualified businesses may be subject to additional business tax incentives consisting of business tax reductions or additional

business tax relief. For further information, please call one of the offices listed at the end of this booklet.

ENTERTAINMENT AND MULTIMEDIA BUSINESS TAX LIMITATIONS

Section 21.27 of the Business Tax Ordinance became effective January 1, 1996 (operative 01-01-97) and applies to businesses located in either the Hollywood Redevelopment or the North Hollywood Redevelopment Areas that generate more than 50% of gross receipts from the entertainment and/or multimedia business activities. For a definition of Multimedia or Entertainment Business, call one of the offices listed at the end of this booklet.

CITY OF LOS ANGELES BUSINESS TAX INCENTIVE AREAS have been approved by the City Council to provide business tax incentives for businesses located in certain areas of the City. Because the boundaries are specifically defined in the applicable Ordinances, please obtain a copy of the Ordinances and/or phone one of the offices listed at the end of this booklet to determine whether or not your business is located within a tax incentive area; in particular, if your business is located in South Central Los Angeles, Watts, Boyle Heights, Eastern Section of Downtown Los Angeles, Pacoima, Hollywood or North Hollywood.

OTHER TAXES, FEES AND CHARGES

COMMERCIAL TENANT'S OCCUPANCY TAX

(When the Landlord is exempted from Payment of Business Tax for Rental of Commercial Premises)

Article 1.3, Chapter 2, of the Los Angeles Municipal Code imposes an excise tax upon every tenant renting a building or structure of any kind on land located in the City of Los Angeles for purposes other than dwelling, sleeping or lodging, or renting space. The tax which is \$1.48 per \$1,000 or less of charges attributable to each calendar quarter shall be collected from the tenant by the landlord or owner and shall be remitted to the Office of Finance on or before the last day of the month following the close of each calendar quarter.

TRANSIENT OCCUPANCY TAX

Article 1.7, Chapter 2, of the Los Angeles Municipal Code imposes a tax on each transient for the privilege of occupancy in any hotel. The tax imposed shall be at a percentage rate of the rent charged by the hotel owner and/or operator and shall be remitted to the Office of Finance, effective January 1, 2005, on a monthly basis, due on or before the 25th day of the month following the close of each calendar month.

A transient is defined as:

- A. Any person, other than an individual, who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement, for any period of time, or
- B. Any individual who personally exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement, for a period of 30 consecutive calendar days or less.

Exempted from the tax are rentals to:

- A. Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax herein provided;
- B. Any Federal or State of California officer or employee while on official business, including an employee of a federal credit union who provides proof of being on Federal or State official business;
- C. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty;
- D. Any person to whom rent is charged at the rate of \$2.00 per day or less;
- E. Any person as to whom, or any occupancy as to which, rent is paid from funds administered by the Emergency Food and Shelter National Board Program.

No exemption shall be granted under items A, B, or C of the listed exemptions unless a claim is made at the time rent is collected upon a certificate distributed by the Office of Finance.

UTILITY USERS' TAX

Article 1.1, Chapter 2, of the Los Angeles Municipal Code imposes a tax on telephone, electricity and gas users within the City. The tax imposed shall be at a percentage rate of the charges made for such services and shall be included in the billings of the individual utility companies which are responsible for remitting these taxes to the Office of Finance on a monthly basis.

Exemptions from payment of utility users' taxes are available to households where the combined income of all residents is less than an annual minimum amount determined by the Federal Department of Housing and Urban Development and either of the following conditions exists:

- A. At least one resident is 62 years of age or older,

Or

- B. At least one resident is disabled to the extent that he or she is unable to engage in any substantially gainful activity.

For detailed information regarding exemption from payment of utility users' taxes, contact the Utility Tax Exemption Unit at (213) 978-3050.

PARKING OCCUPANCY TAX

Article 1.15, Chapter 2, of the Los Angeles Municipal Code imposes a tax for the privilege of occupying space in any parking facility in the City of Los Angeles. The tax imposed on each occupant shall be at a percentage rate of the parking fee paid to the parking facility owner and/or operator who is responsible for remitting these taxes to the Office of Finance, effective December 1, 2004, on a monthly basis, due on or before the 25th day of the month following the close of each calendar month.

Certain persons may qualify for exemption from the Parking Occupancy Tax. Information and applications may be obtained by calling the Utility Tax Exemption Unit at (213) 978-3050.

SEWER SERVICE CHARGE

Article 4.1, Chapter 6, of the Los Angeles Municipal Code imposes a sewer service charge for receiving, transportation, pumping, treatment and/or disposal of sewage through the City's sewer system. The sewer service charge shall be at a percentage rate for each 100 cubic feet of water supplied to the premises and shall be paid by the user through the water billings of the Department of Water and Power. Special formula billings are handled directly by the Office of Finance.

SANITATION EQUIPMENT CHARGE

Article 6.1, Chapter 6, of the Los Angeles Municipal Code imposes a charge for the collection and the disposal of household refuse for single family dwelling units and multiple dwelling units to fund the replacement of needed sanitation equipment. The specific charge for each dwelling unit will be made through the electric billings of the Department of Water and Power. The Office of Finance will bill those units not serviced by that Department. Persons qualifying for an exemption from the utility users' taxes also qualify for an exemption from this charge.

POLICE PERMITS

Various types of business activities are regulated through the Police Department by means of Police Commission Permits. Although the applications are processed and the fees are collected by the Office of Finance, the Police Department has the regulatory responsibility and powers in these areas. Police Permits have to be renewed annually.

Each Police Permit application, except those for burglar alarms, is investigated as to any criminal background of the applicant(s); that the

business is being conducted in the proper zone; and, where applicable, that nearby residents and business people are notified of a public hearing at which they may voice their approval or disapproval of the activities of some of the intended businesses. Conditional use permit provisions apply to various Police Permits.

Police Permits are required for all premises (residential and commercial) having burglar alarms. Alarm permittees are billed by the Office of Finance for each false alarm in excess of two during a continuous 12-month period.

Following is a list of those Police Permits where application is made through the Office of Finance:

Alarm (burglar) on Premises

Antique Shop

Antique Show/Collector's Exchange Show-promoter

Arcade (game) or Arcade (picture)

Auto Park

Bath Business (public)

Bowling Alley

Café – Entertainment/Shows

Card Club or School (except duplicate bridge)

Carnival

Dance Hall

Dance, One Night (public/teenage)

Dancing Academy or Club

Escort or Escort Bureau

Family Billiard Room

Figure Studio

Firearms/Ammunition (Effective 11-23-97, employees of persons who sell ammunition are required to obtain this police permit.)

Firefighters Organization

Firefighters Organization – Promoter or Solicitor

Game, Skill/Science (if prizes are awarded)

Hostess Dance Hall

Junk Collector or Dealer

Key Duplicator

Massage Business or Therapist

Motion Picture Show

Parade

Pawn Broker

Peace Officer Organization – Promoter or Solicitor

Pool Room

*Private Patrol Service

Rides (mechanical)

Rummage Sale

Sale – Closeout Removal/Fire

Secondhand – Auto Parts

Secondhand – Books/Magazines

Secondhand – General

Secondhand – Jewelry

Sellers of Firearms

Shooting Gallery

Skating Rink

*Street Patrol Officer

Swap Meet Operator

*Permit no longer required; however, registration is needed.

FIRE PERMITS

Many types of business operations also require a Fire Permit. Payments for certain Fire Permits are made to the Office of Finance and the inspection and regulation is the responsibility of the Fire Department's Fire Prevention Bureau. These permits and inspections are necessary to ensure the general safety of the public. Following is a list of only those activities requiring Fire Permits where application is made through the Office of Finance:

Aircraft Fueling Station

Aircraft Refueler (Truck)

Airport Fueling System

Airport, Private

Assemblage Occupancy

Auto Fueling Station (with aboveground tank)

Bulk Distributing Station

Central Station Signaling System

Church (Original Fee Only)

Community Care Facility

Cylinder Filling Plant

Day Care Occupancy

Dry Cleaning Plant

Heliport

Hotel or Apartment Hotel

Laboratory

Marine Oil Terminal

Marine Service Station

Natural Gasoline Plant

Oil Well

Refinery

Sanitarium

School

Service Center for Armed Forces Personnel
(Original Fee Only)

Special School

Theater

Theater, Little

Theater, Motion Picture

For more detailed information regarding Police and Fire Permits, you may contact any of the Office of Finance offices listed at the end of this booklet.

HAZARDOUS MATERIAL AND UNDERGROUND TANK CERTIFICATES

If you handle or intend to handle a hazardous substance and/or have an underground tank(s) at your business, please contact the Fire Department at:

**Los Angeles Fire Department
Data Management Unit (Haz Mat)
City Hall East
200 N. Main St. Room 970
Los Angeles, Ca. 90012
(213) 485-8080**

**Los Angeles Fire Department
Underground (Storage) Tanks
200 N. Main St., 9th Floor, Room 930
Los Angeles, CA 90012
(213) 485-7543**

**OFFICE OF FINANCE
CITY HALL (Main Office)
200 N. SPRING ST. (use Main St. entrance)
RM 101
LOS ANGELES, CA 90012
(213) 473-5901
Hours: 8:00 A.M. - 5:00 P.M.
Monday thru Friday**

BRANCH OFFICES

HOURS

Hollywood Branch Office
6501 Fountain Ave.
Phone: (213) 485-3935

Mon. thru Fri.
8 AM - 5PM

San Pedro Municipal Building
638 S. Beacon St. Rm. 211
Phone (310) 732-4537

Mon.-Wed.-Fri.
7:30 AM-12 PM
1 PM - 4:30 PM

Van Nuys Civic Center
6262 Van Nuys Blvd., Suite 110
Phone (818) 374-6850

Mon. Thru Fri.
8 AM - 5 PM

West Los Angeles
1828 Sawtelle Blvd., Rm 102
Phone (310) 575-8888

Mon. Thru Fri.
8 AM - 5 PM

Westchester Municipal Building
7166 W. Manchester Ave., Rm. 9
Phone (213) 473-6750

Tues. & Thur.
8 AM - 12 PM
1 PM - 4:30 PM

Watts Civic Center
10221 Compton Ave., Rm 202
Phone (213) 473-5109

Tues. & Thur.
1 PM - 4:30 PM

Figueroa Plaza Bldg. One Stop
201 N. Figueroa St.
3rd Floor Counter 24A
Phone (213) 482-7032

Mon/Tue/Thu/Fri
7:30 AM - 4:30 PM
Wed. 9 AM - 4:30 PM

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities.

Exhibit F

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

EVIDENCE OF INSURANCE INSTRUCTIONS

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 an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so 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** **An Insurance Industry Certificate of Insurance (such as an ACORD Certificate)** containing 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 is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. 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.

Acceptable Alternatives to Insurance Industry Certificates of Insurance:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed **Insurance Industry Certificates of Insurance** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7616). Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://www.lacity.org/cao/risk/index.htm>.

4. **Renewal** When an existing policy is renewed, submit an Insurance Industry Certificate of Insurance or a renewal endorsement. If your policy number changes, you must submit a new Additional Insured Endorsement.

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 for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://www.lacity.org/cao/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 most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at 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 form from www.lacity.org/cao/risk. **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 CONTRACTOR/CONSULTANT.

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. 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, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://www.imwis.com/citylosangeles.htm> or call (213) 327-0298 for more information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Los Angeles
Office of the City Administrative Officer, Risk Management
200 North Main Street, Room 1240
Los Angeles, CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Exhibit G

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

AFFIRMATIVE ACTION PLAN

CITY OF LOS ANGELES

Awarding Dept.: _____
 Dept. Contact: _____
 MS: _____ OCC#: _____

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:

1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.

B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.

C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

NAME OF DESIGNEE

TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

WORK ADDRESS

()

TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

A-1

TELEPHONE

DATE

TOTAL COMPOSITION OF WORK FORCE

OCC#

Contractor

Project Title

Length of Contract

Contractor Address

Work Force as of (Date)

(If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																							
(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)																							
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY		GENDER		
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																							
Brick Layers																							
Carpenters																							
Electricians																							
Gunite Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN OR PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		R	T	R	T	M	F
OCCUPATION																					
Official & Managers																					
Professionals																					
Technicians																					
Sales Workers																					
Office / Clerical																					
Semi-Skilled																					
Laborers (Unskilled)																					
Service Workers																					
TOTAL																					

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☐ Other (Specify)

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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, the 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, domestic partner status, or medical condition.
- D. The 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 the 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 the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- 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, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted 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. 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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, the contractor shall certify on an electronic or hard copy form to be supplied, that the 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, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program 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 the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor 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 of Los Angeles 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 the 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 the contractor by the City of Los Angeles 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 of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms maybe used by an awarding authority of the City to accomplish this contract compliance program.
- 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. The 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, the 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, the 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) A 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 the 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 work force 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 work force or replacement of those employees who leave the work force 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. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

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

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
 4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
 14. 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.
- By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

DATE _____

OFFICER'S SIGNATURES _____

FIRM NAME _____

OFFICER'S NAME AND TITLE (TYPE OR PRINT) _____

Exhibit H

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

EQUAL BENEFITS ORDINANCE

CITY OF LOS ANGELES



RULES AND REGULATIONS

IMPLEMENTING

THE EQUAL BENEFITS ORDINANCE

REFLECTS ALL CHANGES MADE THROUGH JULY 1, 2006

EFFECTIVE JULY 1, 2006

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922
Fax: (213) 847-2777 (Fax)

**RULES AND REGULATIONS
IMPLEMENTING THE EQUAL BENEFITS ORDINANCE**

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RULES AND REGULATIONS IMPLEMENTING THE EQUAL BENEFITS ORDINANCE

PURPOSE

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, ("OCC") promulgates these Rules and Regulations as the Designated Administrative Agency ("DAA") pursuant to Section 10.8.2.1(g) of the Los Angeles Administrative Code ("LAAC"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of the Equal Benefits Ordinance (EBO), LAAC Section 10.8.2.1 *et seq.* They are also intended to create a flexible implementation plan and to provide guidance to entities seeking to comply with the law. Each Awarding Authority shall cooperate to the fullest extent with the OCC in the administration of the EBO. The OCC may amend or revise these Rules and Regulations consistent with applicable law.

DEFINITIONS

For purposes of these Rules and Regulations, the definitions set forth in the EBO are incorporated herein and repeated below.

1. **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined herein, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.
2. **Benefits** means any plan, program or policy offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.
3. **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for its spouse (or Domestic Partner, if applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a spouse (or Domestic Partner, if applicable).
4. **City** means the City of Los Angeles.
5. **Contract** means an agreement the value of which exceeds \$5000. It includes agreements for work or services to or for the City or the public, for public works or improvements to be performed, agreements for the purchase of goods, equipment,

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materials, or supplies, or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

6. **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.
7. **Designated Administrative Agency (DAA)** means the Office of the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
8. **Domestic Partners** means any two adults, of the same or different sex, who:
 - a. Have registered as domestic partners with either a governmental entity pursuant to state or local law authorizing this registration, or with an internal Domestic Partnership registry maintained by the Contractor; and
 - b. Meet all of the following criteria:
 - (1) The employee and the employee's partner are both over the age of 18 and not related by blood in a manner that would bar legal marriage.
 - (2) Neither the employee nor the employee's partner is married to anyone else or has any other Domestic Partner.
 - (3) The employee and the employee's partner are in an exclusive, intimate, committed relationship of mutual caring.
 - (4) The employee and the employee's partner live together in a common household and have agreed to be jointly responsible for each others basic living expenses during the partnership so that anyone owed such expenses may collect from either the employee or the employee's partner.
9. **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1 et seq. as amended from time to time.
10. **Equal Benefits** means the equality of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.
11. **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in

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order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

12. **Subcontractor** means any person or persons that is not an employee of the Contractor, any firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract.

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REGULATIONS

REGULATION #1: TIMING OF APPLICATION

A. Contracts Procured Prior to January 1, 2000

The EBO does not apply to Contracts that resulted from a procurement process that pre-dates January 1, 2000, or to Contracts executed or amended prior to January 1, 2000, until the Contracts are subsequently amended as provided for herein.

B. Procurement Packages Released to the Public After January 1, 2000 and Contracts Executed After January 1, 2000

The following shall apply to any procurement package released to the public, and to any Contract executed or amended, after January 1, 2000, except for those instances in which the Charter requires that a Contract be procured through a competitive bid process:

1. A procurement package, such as a Request for Proposals or Qualifications, and the resulting Contract, are subject to the EBO if the procurement package is advertised and made available to the public after January 1, 2000.
2. A Contract that resulted from a procurement package advertised and made available to the public before January 1, 2000 is subject to the EBO upon its first amendment after January 1, 2000.
3. A Contract that was not procured through a Request for Proposal, Qualification, or other similar procurement process, is subject to the EBO if the Contract is executed or amended after January 1, 2000.

C. Competitively Bid Contracts Amended After April 1, 2003 and Competitive Bids Released After May 1, 2003

For Contracts and procurement packages that are required by the Charter to be procured through a competitive bid process, the following shall apply:

1. A Contract resulting from a competitive bid process becomes subject to the EBO if it is amended after April 1, 2003. In such a case, the EBO shall apply to the Contract upon its first amendment after April 1, 2003.
2. Competitive bid packages and the resulting Contracts shall be subject to the EBO if they are released and made available to the public after May 1, 2003.

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D. Subcontractors

1. Contractors working on Contracts that became subject to the EBO between January 1, 2000 and March 31, 2003 must ensure that their Subcontractors working on the City Contract comply with the requirements of the EBO unless and until their Contracts are otherwise amended.
2. Subcontractors working on these City Contracts that become subject to the EBO after April 1, 2003 are not required to comply with the requirements of the EBO. Such Subcontractors are not subject to the EBO unless they otherwise have a Contract directly with the City.

REGULATION #2: REPORTING REQUIREMENTS

A. Equal Benefits Ordinance Compliance Form

Prior to the execution of the Contract, the selected Contractor must submit an Equal Benefits Ordinance Compliance Form. A Contract cannot be executed until the appropriate forms have been completed and submitted, and the selected Contractor is determined to be in compliance with the EBO.

Upon notification that the Contractor has been selected for award of a Contract or at the request of the City, Contractors must submit supporting documentation to verify that each Benefit offered to employees is made equally available to spouses and Domestic Partners of employees. Failure to submit documentation verifying compliance with the EBO may result in a determination that the Contractor is not in compliance with the EBO.

B. Application to Comply with EBO by Paying Employees the Cash Equivalent

1. OCC Approval Required: A Contractor may comply with the EBO by paying employees the Cash Equivalent only if the OCC approves the Contractor's application after having determined that either one of the two criteria below has been met:
 - a. The Contractor has made a reasonable, yet unsuccessful, effort to provide Equal Benefits. Whether the efforts made by the Contractor are reasonable shall be determined by the OCC based on factors which include but are not limited to the following:
 - (1) The availability of Domestic Partner coverage where the Contractor has operations subject to the EBO.

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- (2) Whether the Contractor has contacted its current carrier or any other carriers to obtain Domestic Partner coverage.
 - (3) The type of coverage available under the Contractor's current carrier as compared to the coverage that would be provided if Domestic Partner coverage were added. For this purpose, factors may include but are not limited to the types of health services covered by the plans; the number of doctors, hospitals, or other providers available under the plans; any geographical limitations imposed by the plans; and the amounts of co-payments or deductibles required under the plans.
 - (4) The existence of federal, state or other law which precludes the Contractor from providing Equal Benefits.
 - (5) Any other factors relevant to the efforts made by the Contractor to provide Equal Benefits.
- b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse if applicable). Whether it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse if applicable) shall be determined by the OCC based on factors which include but are not limited to the following:
- (1) The availability of Domestic Partner coverage where the Contractor has operations subject to the EBO.
 - (2) The number of employees in the entire company as compared to the number of employees that would be covered or affected under the EBO.
 - (3) The type of coverage available under the Contractor's current carrier as compared to the coverage that would be provided if Domestic Partner coverage were added. For this purpose, factors may include but are not limited to the types of health services covered by the plans; the number of doctors, hospitals, or other providers available under the plans; any geographical limitations imposed by the plans; and the amounts of co-payments or deductibles required under the plans.
 - (4) The likelihood that the Contractor will have an ongoing contractual relationship with the City.
 - (5) The length of the Contract.
 - (6) The amount of money involved in the Contract.

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- (7) The existence of federal, state or other law which precludes the Contractor from providing Equal Benefits.
 - (8) Any other factors relevant to whether it would be unreasonable to require the Contractor to provide Equal Benefits to employees.
2. Application Process: A Contractor that wishes to comply with the EBO by paying its employees with Domestic Partners the Cash Equivalent of Benefits made available to the spouses of its employees shall submit an application for such compliance.
- a. With the application, the Contractor must submit the following:
 - (1) An explanation and supporting documentation to demonstrate that (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide Equal Benefits; or that (b) under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse if applicable).
 - (2) A completed EBO Compliance Form, with a request to be allowed to comply with the EBO by providing affected employees with the Cash Equivalent.
 - (3) A draft of the memorandum that the employer will distribute to affected employees.
 - (4) Copies of the revised policies, such as bereavement leave, for which the Cash Equivalent is not applicable.
 - b. As a condition of approval, the employer must agree to:
 - (1) Pay its employees with Domestic Partners the Cash Equivalent of Benefits made available to the spouses of its employees.
 - (2) Amend its employee policies so that for those Benefits for which a Cash Equivalent is not available, Domestic Partners of employees will be treated in the same manner as the spouses of employees. Similarly, the relatives of an employee's Domestic Partner must be treated in the same manner as the relatives of an employee's spouse. For example, if the employer's bereavement leave policy allows an employee three days off in the event of the death of a spouse or a parent-in-law, the policy must be amended to allow an employee three days off in the event of the death of the employee's Domestic Partner or the Domestic Partner's parent.
 - (3) Provide all affected employees with a memorandum notifying them of the availability of the Cash Equivalent if they have Domestic Partners to whom Equal Benefits are not being provided.

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3. Where the OCC has determined that a Contractor may be allowed to comply with the EBO by paying employees the Cash Equivalent, the following guidelines shall apply:

- a. The employer shall pay similarly situated employees the same amount of money when providing the Cash Equivalent. The following scenario is provided as an example of similarly situated employees:

A Contractor with locations in Dallas, TX and Bridgeport, CT, offers spousal health insurance to its employees. The Cash Equivalent the Contractor would pay to its Bridgeport employees would be the amount of money paid by the Contractor for Benefits given to employees with spouses in Bridgeport; the Cash Equivalent the Contractor would pay to its Dallas employees would be the amount of money paid by the Contractor for Benefits given to employees with spouses in Dallas.

- b. To the extent that a Contractor limits the availability of any Benefit to the spouses of employees, or vice versa, the availability of a Cash Equivalent may be similarly limited. The following scenario is provided as an example of limiting the availability of a Cash Equivalent:

A Contractor limits the availability of spousal health insurance coverage to only those spouses who are not already covered by their own employer's health insurance plan. The Contractor has agreed to provide its employees with Domestic Partners a Cash Equivalent. The Contractor may limit the availability of a Cash Equivalent payment to only those employees whose Domestic Partners are not already covered by their own employer's health insurance.

- c. The Cash Equivalent payment shall be made either on the same schedule as the Contractor uses for the Benefit given to employees with spouses, or, if no such schedule exists, on another schedule so long as such payment is made no less than once per month. No Cash Equivalent payment will be required where making such a payment would violate federal or state law.

C. Application for Provisional Compliance Status

Contractors who agree to comply with the EBO but who need more time to incorporate the provisions of the Ordinance into their operations may apply for Provisional Compliance Status. Provisional Compliance Status allows a Contractor additional time to comply with EBO and allows the Contractor to execute the Contract with the City on the condition that the Contractor come into compliance with the EBO before the Provisional status expires. Provisional Compliance Status will not be granted until the OCC has received all appropriate supporting documentation and has determined that a

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grant of additional time is appropriate. Provisional Compliance Status is available in the circumstances below:

1. Open Enrollment: If a Contractor's health, dental, vision, or other insurance plan cannot be modified to include Domestic Partner coverage until after the open enrollment period following the date the Contract with the City is executed, the Contractor may be allowed until the date of that next open enrollment to submit verification that Domestic Partner Benefits have been added. Additional time granted may not exceed two years from the date the Contract with the City is executed, and applies only to Benefits for which an open enrollment period is applicable.

To qualify for an extension of time under this basis, the Contractor must submit supporting documentation to verify that the insurance carriers have been contacted or have agreed to allow Domestic Partners to be added. Supporting documentation may include but is not limited to the following:

- a. Letters from the Contractor to the insurance provider(s) requesting that the insurance plan(s) be amended to allow for coverage of Domestic Partners of the same and different sex.
 - b. Letters from the insurance provider(s) to the Contractor verifying that the Contractor's insurance plan(s) have been or will be amended to allow for coverage of Domestic Partners of the same and different sex and the effective date of such coverage.
2. Administrative Actions: A Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the Contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those Benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

To qualify, the Contractor must submit an explanation of the administrative actions that will be required and an estimate of when the administrative changes will be completed.

3. Collective Bargaining Agreements: Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all Benefits provided to employees with spouses are also extended to employees with Domestic Partners.

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Provisional Compliance Status may be granted if all of the following conditions are met.

- a. The provision of some or all of the Benefits offered to the Contractor's employees are governed by one or more CBA(s) but Domestic Partner coverage for same and different sex couples is not offered under the CBA(s).

Amended 9/15/03.

- b. The Contractor has agreed in writing to propose to the union during negotiations that the EBO requirements be incorporated into the CBA(s) so that all Benefits provided to employees with spouses will be extended to employees with Domestic Partners. At the end of negotiations the Contractor must notify the OCC of the result and submit a statement for each CBA for which Provisional Compliance was requested. The statement must indicate (1) when the issue of the EBO requirements was proposed; and (2) whether the union agreed to incorporate the EBO requirements into the CBA(s).

Amended 9/15/03.

- c. For Benefits not strictly governed by a CBA, the Contractor must establish policies so that those Benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a Domestic Partner time off in event of the Domestic Partner's death even if the CBA does not require the employer to do so. The Contractor must submit supporting documentation to verify that the policies are in compliance with the EBO, including a listing of Benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those Benefits.

D. Contractor Responsibility to Notify OCC of Changes to Employee Benefits Affecting Equal Treatment of Employees with Domestic Partners and Spouses

If a Contractor's Benefits policies change during the term of the Contractor's Contract with the City, and those changes affect the provision of Equal Benefits to employees with spouses and employees with Domestic Partners, the Contractor shall notify the OCC of such changes by submitting an updated EBO Compliance Form.

E. Waiver of Administrative Processing and Reporting Requirements

The OCC may waive the administrative processing and reporting requirements of these Rules if the OCC determines that application of the requirements to a specific Contract would be unduly burdensome given the totality of the circumstances.

1. Amendments to Contracts: For an amendment to a Contract not originally subject to the EBO but which, because of the amendment, would become subject, the OCC

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may consider the following factors in determining whether the administrative processing and reporting requirements may be waived for the specific Contract amendment because application of the requirements would be unduly burdensome:

- a. The amendment is for an extension of time, provided that all the following requirements are met:
 - (1) The proposed amendment extends the term of the Contract for no more than six months;
 - (2) The proposed amendment does not provide for any additional money; and
 - (3) No additional appropriation has been provided to fund the work that is to be contracted in the amendment.
 - b. The length of the time extension under the proposed amendment.
 - c. The amount of money the Contractor has already received under the City Contract, and the amount the Contractor will receive as a result of the time extension.
 - d. The likelihood that the Contractor will have an ongoing contractual relationship with the City.
 - e. Any other factors that may be relevant to determining whether applying the administrative and reporting requirements of the EBO would be unduly burdensome.
2. New Contracts: For new Contracts which may become subject to the EBO because the value exceeds \$5,000, the OCC may consider the following factors in determining whether the administrative processing and reporting requirements may be waived for a specific Contract because application of the requirement would be unduly burdensome:
- a. The length of the Contract.
 - b. The amount of money involved in the Contract.
 - c. Whether the Contract is likely to be renewed or amended to add additional time or money.
 - d. The likelihood that the Contractor will have an ongoing contractual relationship with the City.

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- e. Any other factors that may be relevant to determining whether applying the administrative and reporting requirements of the EBO would be unduly burdensome.

REGULATION #3: JURISDICTION

A. Location

1. For the purpose of this section, the phrase “in Los Angeles” shall include real property described in subsections 2(a) and (b), and the Contracts described in subsection 3.
2. The nondiscrimination in Benefits requirements apply to a Contractor in all of its operations located:
 - a. In the City of Los Angeles; and
 - b. On real property outside of the City of Los Angeles owned by the City or which the City has a right to occupy if the Contractor's presence at that location is connected to a Contract with the City.
3. The non-discrimination in Benefits requirements apply to a Contractor's employees located elsewhere in the United States if the employees work on a City Contract. When the EBO applies to a Contractor's employees located outside City limits, the Contractor must establish policies that provide Equal Benefits to those employees that perform work related the City Contract. If a Contractor is unable to identify the specific employees who perform work related to the City Contract, the Contractor may consider options which include, but are not limited to, assigning only specific employees to work on the City Contract, or restructuring the Contractor's production process so that only certain employees will perform work related to the Contract. Some Contractors have elected to provide Equal Benefits to all employees at those operations or locations where work related to the Contract may be done as a way of ensuring that Equal Benefits are provided to the eligible employees. This would be in compliance with the EBO. Regardless of the approach taken to comply with the Ordinance requirements, the policies established by the Contractor must ensure that employees located outside of City limits are provided with Equal Benefits if the employees perform work related to a City Contract.

Amended 01/15/04.

4. Nothing in this section shall preclude a Contractor from ending discrimination in Benefits throughout its U.S. operations. The City encourages Contractors to end discrimination in Benefits throughout their U.S. operations. Where a Contractor has

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ended discrimination in Benefits throughout its operations in the U.S., a determination of compliance shall be applicable to all of the Contractor's activities with the City.

5. Where a Contractor declines to end discrimination in Benefits throughout the Contractor's operations in the U.S., the OCC shall determine where compliance is required before the Contractor enters into each individual Contract. The determination of where compliance is required shall be based upon a consideration of factors that include but are not limited to:

- (1) The nature of the work being performed in locations other than in Los Angeles;
- (2) The degree of connection between the Contract at issue and the work being performed in locations other than in Los Angeles;
- (3) The percentage of the overall work mandated under the Contract that is being performed by the Contractor in a location other than in Los Angeles;
- (4) The amount of contact and communication that persons performing work in locations other than in Los Angeles have with other persons performing work related to the Contract.

B. Covered Entity

The entity that enters into a Contract with the City is the entity that must comply with the Ordinance. Separate corporate entities, including parents and subsidiaries of the entity that enters into a Contract with the City, are not required to comply with the Ordinance unless they also have a Contract with the City. In the case of a joint venture, all joint venture partners will be required to comply. The OCC will examine the corporate structure of the entity to determine whether it has been created for separate, independent and legitimate business reasons, and not for the purpose of avoiding the EBO. The factors to be considered in this determination may include but are not limited to:

1. The legal structure of the entity;
2. The degree of control the entity exercises over the provision of Benefits;
3. The date the entity was formed; and
4. The role within the entity of the person signing the Contract.

C. Covered Benefits

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A Contractor must end discrimination in all Benefits offered to spouses or Domestic Partners of employees and in all Benefits offered to employees because they have a spouse or Domestic Partner. Where a Contractor demonstrates that, with respect to a particular Contract, the City is exercising more power in the marketplace than an ordinary consumer of the goods, services or interest in real property at issue in the Contract, then the Contractor may limit the Benefits offered on a nondiscriminatory basis to exclude those Benefits provided by an ERISA-sponsored Benefits plan.¹ It is the Contractor's responsibility to raise this issue with the OCC, and submit this in writing, accompanied by the necessary documentation to the OCC that supports its claim of limited application. The OCC shall make the final determination as to which Benefits must be offered on a nondiscriminatory basis. This determination shall be required before the Contractor enters into each individual Contract.

REGULATION #4: WAIVERS AND NON-APPLICABILITY

A. Waivers Requiring OCC Approval

1. In accordance with the terms and conditions expressed in the Equal Benefits Ordinance, after encouraging a non-compliant prospective Contractor to comply with Section 10.8.2.1 *et seq.*, an Awarding Authority may request a waiver of the requirements of the EBO if:
 - a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or
 - b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or
 - c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or
 - d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

¹ The term "ERISA" refers to the Employee Retirement Income Security Act of 1974. For purposes of this section, "benefits provided by an ERISA-sponsored benefits plan" shall mean benefits provided under employee welfare programs (such as medical insurance) and employee pension plans. This term shall not include other benefits such as bereavement leave, family leave, employee assistance programs, company discounts and others, unless the Contractor can show that such benefits are provided through a plan that is covered by ERISA.

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- e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality, specifications, or accessibility available from another source; or
 - f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or
 - g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or
 - h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.
2. A Contractor may request that an Awarding Authority seek a waiver pursuant to LAAC 10.8.2.1 *et seq.* To make such a request, the potential Contractor must complete the necessary EBO form(s) and submit the form(s) to the Awarding Authority. If the Awarding Authority requests approval for a waiver based upon a request made by a potential Contractor, the Awarding Authority must also submit a copy of the Contractor's completed EBO form(s) with the Awarding Authorities' documentation in support of the waiver to the OCC for review and determination.

B. Non-Applicability of the EBO

- 1. The EBO shall not apply to the following Contracts:
 - a. Contracts involving the investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the

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City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

- b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:
 - (1) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or
 - (2) The City will incur a financial loss or forego a financial benefit that in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.
- c. Contracts for gifts to the City.
- d. Contracts in which the OCC determines that the services provided by the Contractor are services the City would otherwise perform in its regulatory capacity.

C. Ability of City to Waive EBO Requirements

Nothing in these Rules and Regulations shall limit the right of the City to waive the provisions of this Ordinance.

D. Additional Requirements

If an Awarding Authority seeks to obtain the approval of a waiver from the OCC, the Awarding Authority must:

- 1. Agree to construct the Contract for the shortest reasonable duration in light of all applicable circumstances; and
- 2. Attempt to award any future Contracts for the needed goods or services to a Contractor that does not discriminate in the provision of Benefits by developing contacts with other providers who do comply with the nondiscrimination in Benefits requirements of the EBO and/or by assisting the sole source provider to obtain compliance with the EBO.

REGULATION #5: ENFORCEMENT

The Office of Contract Compliance (OCC) is responsible for the administration and enforcement of the EBO. Enforcement by the OCC may include monitoring, inspection

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and investigation to ensure that the Contractor is acting in compliance with the Equal Benefits requirements of such City Contracts, or to follow up on an employee complaint of non-compliance. The Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the OCC for the purposes of investigation to ascertain compliance with the EBO. If the Contractor fails to comply with the EBO:

1. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or
2. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or
3. Monies due or to become due under the Contract may be retained by the City; and
4. The City may also pursue any and all other remedies at law or in equity for any breach.

Amended 7/1/04.

REGULATION #6: OTHER ISSUES

A. Internal Domestic Partnership Registry

In addition to recognizing as valid Domestic Partnerships registered with any governmental body, a Contractor may institute an internal Domestic Partnership registry to allow for the provision of Equal Benefits to employees with Domestic Partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental Domestic Partnership registry exists. In such cases, the City encourages Contractors to do so.

B. Verification of Domestic Partnership or Marriage

A Contractor may verify the existence of a Domestic Partnership or marriage to the extent such verification will be undertaken equally for employees with Domestic Partners and employees with spouses.

C. Excess Costs

In the event that the actual cost of providing a certain Benefit to an employee with a Domestic Partner or an employee's Domestic Partner exceeds that of providing the Benefit to an employee with a spouse or to an employee's spouse, or vice versa, the Contractor may condition nondiscrimination in Benefits upon the employee agreeing to pay the excess costs. The excess costs the Contractor may pass on to the employee may include only the actual costs of the Benefit for that employee and may not include

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implementation or administrative costs, any tax consequence to the employer, or additional costs to other employees.

D. Taxation

1. The withholding of income tax from an employee for income associated with the provision of Benefits is permissible to the extent the taxation is required by state or federal law.
2. Nothing in these Rules and Regulations is intended to require a Contractor to take any action that would jeopardize the tax-qualified status of a retirement plan.

E. Notification

Notification by a Contractor to its employees regarding the provision of Benefits to employees with spouses and employees with Domestic Partners must be conducted so that all employees are given equal notice of all available Benefits.

F. Continuation Coverage

The continuation of Benefits, including health Benefits, should be provided equally to the spouses of employees and the Domestic Partners of employees, except where otherwise prohibited by law.

G. Revisions to These Implementing Rules and Regulations

Unless otherwise required by law, revisions to these Rules and Regulations, if any, shall be updated once yearly and become effective July 1.

**CITY OF LOS ANGELES
EQUAL BENEFITS ORDINANCE
(Los Angeles Administrative Code Section 10.8.2.1)**

1. What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

2. What types of agreements are covered by the Ordinance?

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

3. When does the Ordinance become applicable?

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

4. Are agreements entered into before the effective date of the Ordinance affected?

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All of the City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

6. What is a covered contractor required to do under the Ordinance?

The Ordinance requires the contractor to:

- Certify that equal benefits will be provided to employees with spouses and to employees with domestic partners.
- Post a copy of the following statement in an area frequented by employees: "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."
- Allow the City access to records so that the City can verify compliance with the Ordinance.

7. Are subcontractors also covered?

This depends on when the prime contractor's agreement with the City became subject to the Ordinance. If the prime contractor's agreement with the City became subject to the EBO between January 1, 2000 and March 31, 2003, subcontractors working on the agreement are subject to the requirements of the EBO. If the prime contractor's agreement with the City became subject to the EBO after April 1, 2003, subcontractors working on the agreement are not subject to the EBO.

8. What benefits are included?

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, medical, dental, and vision benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

9. How does the Ordinance define a "domestic partner"?

"Domestic partner" means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the Domestic Partners.

10. What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.

11. What happens if a contractor is found to be in violation of the Ordinance?

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

12. What happens if a subcontractor is found to be in violation of the Ordinance?

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

13. Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

14. What if a contractor is subject to a collective bargaining agreement?

The Ordinance does not apply to a collective bargaining agreement (CBA) that was in effect prior to the Ordinance becoming applicable to the Contractor. However, in order to contract with the City, the contractor must agree that if the CBA is subsequently amended, extended, or otherwise modified, the contractor will propose to the union that the requirements of the Ordinance be incorporated into the CBA. If the contractor agrees to do so, the contractor may be granted Provisional Compliance status allowing the contractor to begin working on the City agreement. When the Provisional Compliance status expires, the contractor must verify for the City the steps taken to come into compliance with the EBO.

15. Who is responsible for administering and enforcing the requirements of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the OCC website at www.lacity.org/bca.

16. Where can a domestic partnership be registered?

Many governmental agencies offer domestic partnership registries. Two local governmental entities that offer such registries include the County of Los Angeles and the City of West Hollywood.

Los Angeles County

Couples may file a Statement of Domestic Partnership with the Los Angeles County Department of Registrar-Recorder/County Clerk. The County registry is available to same sex and different sex couples. Couples must both be 18 years of age or older and at least one partner must reside or work within Los Angeles County.

For additional information, contact the Registrar-Recorder/County Clerk at (562) 462-2060. The Los Angeles County Department of Registrar-Recorder/County Clerk webpage at <http://regrec.co.la.ca.us/scripts/partnership.htm> contains information on where to file a Statement of Domestic Partnership and forms that can be downloaded.

City of West Hollywood

Couples may apply for Domestic Partnership registration with City of West Hollywood's Office of the City Clerk. The City of West Hollywood registry is available to couples of the same and different sex. The couple need not work in nor reside in West Hollywood to register.

For additional information, couples may contact the City of West Hollywood's Office of the City Clerk at (323) 848-6332. The City of West Hollywood's website at www.weho.org contains information on Domestic Partnership status and forms that can be downloaded.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

- 1. Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
- b. Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
- c. Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.

- 2. Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

Unless otherwise specified in the RFB/RFP/RFPQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

- 3. Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
- 4. The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. **Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.**

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015

Phone: (213) 847-2625 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: _____ Contact/Phone: _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. ☐ Yes ☐ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☐ No

If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No**, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company **currently** provides to employees or to which your employees have access. **Provide information for each benefits carrier if your employees have access to more than one carrier.** Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	☐	☐	☐	☐
	Health Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	☐	☐	☐	☐
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	☐	☐	☐	☐
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension/401(k) Plans	☐	☐	☐	☐
5	Bereavement Leave	☐	☐	☐	☐
6	Family Leave	☐	☐	☐	☐
7	Parental Leave	☐	☐	☐	☐
8	Employee Assistance Program	☐	☐	☐	☐
9	Relocation & Travel	☐	☐	☐	☐
10	Company Discount, Facilities & Events	☐	☐	☐	☐
11	Credit Union	☐	☐	☐	☐
12	Child Care	☐	☐	☐	☐
13	Other:	☐	☐	☐	☐
14	Other:	☐	☐	☐	☐

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent-in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

REASONABLE MEASURES

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015

Phone: (213) 847-2625 - Fax: (213) 847-2777

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company	EIN/TIN
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Street Address	City,	State	Zip
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Contact Person/Title	Telephone Number	Fax Number
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Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). **To apply, contractors must submit:**

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this _____ day of _____, in the year _____, at _____ (City), _____ (State)

Name of Signatory (Print)	Signature	Title	Date
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PROVISIONAL COMPLIANCE

C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if **all** of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit: _____	Start date: _____	End date: _____
Name of Bargaining Unit: _____	Start date: _____	End date: _____
Name of Bargaining Unit: _____	Start date: _____	End date: _____

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

_____ Name of Signatory (Print)	_____ Signature	_____ Title	_____ Date
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3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

_____ Name of Company	_____ Name of Signatory (Print)	_____ Signature	_____ Title
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CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
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1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

Exhibit I

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES



RULES AND REGULATIONS

IMPLEMENTING

THE SLAVERY DISCLOSURE ORDINANCE

REFLECTS ALL CHANGES MADE THROUGH JULY 1, 2006

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 South Broadway Street, 3rd Floor
Los Angeles, CA 90015
(213) 847-2632
(213) 847-2777 (Fax)
<http://www.lacity.org/bca/>

**RULES AND REGULATIONS IMPLEMENTING
THE SLAVERY DISCLOSURE ORDINANCE**

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RULES AND REGULATIONS IMPLEMENTING THE SLAVERY DISCLOSURE ORDINANCE

These Rules and Regulations are promulgated pursuant to Section 10.41 *et seq.* of the Los Angeles Administrative Code (LAAC), hereinafter referred to as the Slavery Disclosure Ordinance (SDO). Each Awarding Authority shall cooperate to the fullest extent with the Designated Administrative Agency (DAA) in the administration of the SDO. The DAA may amend these Rules and Regulations from time to time, consistent with applicable law, as required for the implementation of the Ordinance.

DEFINITIONS

For purposes of these Rules and Regulations, the following definitions shall apply, including the definitions set forth in LAAC Section 10.41, which are incorporated herein.

- a. **Affidavit** means the form developed by the DAA which may be updated from time to time. The Affidavit need not be notarized but shall require the Company to sign under penalty of perjury that the Company:
 1. Has searched any and all records of the Company, or any Predecessor Company, regarding records of Participation or Investments in, or Profits derived, from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era; and
 2. Has disclosed on the Affidavit, any and all records of Participation in or Profits derived by the Company, or any Predecessor Company, from Slavery, including issuance of Slaveholder Insurance Policies, during the Slavery Era, and identified the names of any Enslaved Persons or Slaveholders described in the records.
- b. **Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.
- c. **Bid** means any application submitted by a Company in response to an Invitation for Bid.
- d. **Company** means any person, firm, corporation, partnership or combination of these.
- e. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

RULES AND REGULATIONS IMPLEMENTING THE SLAVERY DISCLOSURE ORDINANCE

- f. **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
- g. **Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- h. **Investment** means to make use of an Enslaved Person for future benefits or advantages.
- i. **Invitation for Bids (IFB)** means the process through which the City solicits Bids, including Request for Proposals, Request for Qualifications, or other procurement process.
- j. **Participation** means having been a Slaveholder during the Slavery Era.
- k. **Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.
- l. **Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- m. **Slavery** means the practice of owning Enslaved Persons.
- n. **Slavery Era** means that period of time in the United States of America prior to 1865.
- o. **Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- p. **Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

REGULATION #1: TIMING AND APPLICABILITY

a. **IFBs, Contracts, and Contract Amendments Before October 15, 2003**

- 1. IFBs that were released prior to October 15, 2003, and the Contracts awarded pursuant those IFBs, are not subject to the SDO, until the resulting Contract is subsequently amended as provided for in Regulation #1b.

RULES AND REGULATIONS IMPLEMENTING THE SLAVERY DISCLOSURE ORDINANCE

2. Contracts and Contract amendments executed before October 15, 2003 are not subject to the SDO until the Contracts are subsequently amended, as provided for in Regulation #1b.

b. IFBs, Contracts, and Contract Amendments After October 15, 2003

1. Unless otherwise exempt, IFBs released after October 15, 2003 are subject to the SDO.
2. Unless otherwise exempt or unless they were awarded pursuant to an IFB that was released prior to October 15, 2003, Contracts executed after October 15, 2003 are subject to the SDO.
3. Unless otherwise exempt, amendments to Contracts previously not subject to the SDO become subject to the Ordinance if the Contracts are amended after October 15, 2003.

REGULATION #2: AFFIDAVIT REQUIRED IN PROCUREMENT OF CONTRACTS

- a. **Awarding Authority Issuance of Invitation for Bids (IFB):** Unless otherwise exempt, Awarding Authorities shall include in their IFBs language informing Companies that the bidder that is eventually selected for award of the Contract will be required to submit an Affidavit to the Awarding Authority before the Contract can be executed. Only the bidder selected for award of the Contract must submit an Affidavit.
- b. **If No IFB Is Used to Procure the Proposed Contract:** Unless otherwise exempt, if no IFB procedure is used to procure a proposed Contract, the Awarding Authority must inform the selected Company that an Affidavit must be submitted to the Awarding Authority before a Contract can be executed.

REGULATION #3: REVIEW OF SUBMITTED AFFIDAVITS

- a. **Departmental Review for Submission of Affidavit:** Prior to executing any Contract, Awarding Authorities must ensure that the Company selected for award of the Contract has submitted an Affidavit that is complete and signed under penalty of perjury.
- b. **Transmittal of Affidavit to the DAA:** Awarding Authorities shall forward the submitted Affidavit, including any attachments, to the DAA.
- c. **Public Record:** Consistent with applicable law, an Affidavit, including any attachments, submitted to the City becomes part of the public record.

RULES AND REGULATIONS IMPLEMENTING THE SLAVERY DISCLOSURE ORDINANCE

REGULATION #4: EXECUTION OF CONTRACTS AND AMENDMENTS

- a. **Contracts:** Contracts subject to the SDO may not be executed until:
 - 1. Language obligating the Company to comply with the Ordinance has been incorporated into the Contract;
 - 2. The Company has submitted an Affidavit; and
 - 3. The Company has satisfactorily complied with all other applicable City requirements.
- b. **Amendments:** Contract amendments occurring after October 15, 2003 may not be executed until:
 - 1. Language obligating the contractor to comply with the Ordinance has been incorporated into the Contract amendment (unless such language has previously been incorporated into the Contract); and
 - 2. The Company has submitted an Affidavit; and
 - 3. The Company has satisfactorily complied with all other applicable City requirements.

REGULATION #5: VIOLATIONS OF THE ORDINANCE OR THESE REGULATIONS

- a. A Company's alleged violation of the Ordinance or these Rules and Regulations may be reported to the DAA, which shall investigate the matter and make a determination as to whether a violation has taken place.
- b. Upon a finding that a Company has violated the Ordinance or these Rules and Regulations, such violation may be considered a material breach of the Contract. Such breach entitles the City to terminate the Contract and pursue any other remedy available, including the withholding of payments due or to become due under the Contract.
- c. A Company's violations of the Ordinance or these Rules and Regulations may be considered as evidence against the Company in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

RULES AND REGULATIONS IMPLEMENTING THE SLAVERY DISCLOSURE ORDINANCE

REGULATION #6: EXEMPTIONS

a. Awarding departments must apply for waiver from the SDO Affidavit requirements for

1. Basis:

(a) Exigent circumstances: If the Awarding Authority believes that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this article, the Awarding Authority must apply for exemption which must be approved by the DAA prior to Contract execution.

(b) Proprietary goods/Services or Single Source Contracts: If the Awarding Authority believes that the a Contract for the furnishing of goods or services are covered by letters patent granted by the government of the United States, or if the Awarding Authority believes that the goods or services are proprietary or only available from a single source, the awarding authority must apply for exemption which must be approved by the DAA prior to Contract execution.

2. Requirements: Awarding Authorities requesting exemption from the Ordinance on the basis of exigent circumstances shall submit a memorandum to the DAA detailing the situation and explaining why the City would suffer a financial loss and/or why City operations would be adversely impacted.

3. Unless additional information is required, upon receipt of a request for exemption from an Awarding Authority, the DAA will return a determination approving or denying the request for exemption within five (5) working days.

b. The following contracts are exempt from the Ordinance and these Rules and Regulations and do not require DAA approval before contract execution:

1. Contracts relating to:

(a) the investment of City trust moneys or bond proceeds;

(b) Pension funds;

(c) Indentures, security enhancement agreements for City tax-exempt and taxable financings;

(d) Deposits of City surplus funds in financial institutions;

RULES AND REGULATIONS IMPLEMENTING THE SLAVERY DISCLOSURE ORDINANCE

- (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy;
 - (f) Investment agreements, whether competitively bid or not;
 - (g) Repurchase agreements; and
 - (h) City moneys invested in United States government securities.
2. Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.
 3. Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.
 4. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.
 5. Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).
 6. Contracts entered into pursuant to Charter Section 371(e)(5), as approved by Council.
 7. Contracts entered into pursuant to Charter Section 371(e)(6), as approved by Council.
 8. Contracts entered into pursuant to Charter Section 371(e)(7).

REGULATION #7: EFFECTIVE DATE OF RULES AND REGULATIONS

- a. These Rules and Regulations take effect October 15, 2003.
- b. Unless otherwise required by law, revisions to these Rules and Regulations, if any, shall be updated once yearly and become effective July 1.

Exhibit J

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

CHILDCARE POLICIES

CITY OF LOS ANGELES CHILD CARE POLICY

I. City Child Care Policy and Vendor System

On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This Policy acknowledges the importance of quality, affordable, accessible child care to the individual, family work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child care benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

II. Request Child Care Policy Information from Vendors

The information listed below should be completed by all vendor applicants. The vendor completes the Child Care Declaration Statement Form, declaring whether the business has stated child care policy and/or offers any form of child care assistance to employees. The Child Care Declaration Form should be filed with the City prior to the submission of any bid by a vendor. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the Declaration Form.

III. Definition of a Stated Child Care Policy

The following definitions apply to the various forms of child care assistance listed on the A Child Care Declaration Statement

- A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER/S:** Group care for children (may range from 12 - 300 children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds, goods, and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.
- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME/S:** Care for up to twelve children in the home of a licensed care giver; may include one home or a network of two or more family day care homes, which receive funds, goods, and/or services from an employer which thus subsidizes part or all of the home operating costs; employees of the subsidizing employer may enroll dependents in this center.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS:** Employer helps employees pay for child care expenses by reimbursing the employee or his/her child care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. health, dental, retirement, etc.) and child care included as a benefit choice.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE:** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g. health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE:** Employees are given paid time off work for childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

- F. PURCHASES OF SERVICES FOR EMPLOYEES IN COMMUNITY CHILD CARE PROGRAMS: Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS: Employer has set up a qualified Dependent Care Assistance Plan under IRS Sections 125 and 129, which allows employees to designate an amount up to \$5,000 per year to be set aside from their salaries to pay for dependent care; since a salary set-aside is not taxed, both employee and employer receive financial benefits.
- H. CHILD CARE REFERRAL SERVICES: A service to employees which provides information, referrals and consultation regarding local child care services (e.g. locations, hours, rates).

IV. Definitions of Child Care Assistance

- I. PARENTING SEMINARS: Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-home staff or by contracted service.
- J. COUNSELING ON WORK/FAMILY ISSUES: Company provides (through in-house or contracted services) group, family, or individual counseling services to support employees in the resolution of work-family issues.
- K. START-UP OF A SELF-SUPPORTING CENTER: Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishings or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.
- L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER: Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. FLEXIBLE WORK HOURS: Employees are allowed to make choices about work schedules, with such possible options as 5 day/40 hour vs. 4-day/40-hour work weeks or flexible hours schedules within a day; may

include establishment of core working hours during which an employee must be present at the work site.

- N. FLEX-PLACE/WORK-AT-HOME: Company offers employees the option to work in their own homes; may be available part or full-time.
- O. PERMANENT PART-TIME/JOB SHARING: Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE: Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q.. UNPAID PARENTAL LEAVE: Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM: Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

CHILD CARE DECLARATION STATEMENT

The business concern listed below hereby declares the following status on the AChild Care Policy of the City of Los Angeles, XI. VENDORS@ as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone Number
Business Address	Signature/Title

Note: A stated child care policy may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

PART ONE

DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	YES	NO
If YES, please attach a copy	Q	Q

PART TWO

DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	Q	Q
If YES, Please check which form/s of assistance		
<u>Level I Assistance</u>		
Subsidized company child care center	Q	Q
Subsidized network of child care homes	Q	Q
Child care reimbursement in addition to other benefits	Q	Q
Child care reimbursement in a flexible benefit package	Q	Q
Paid parental leave	Q	Q
Purchase of spaces for employees in community child care Program/s (center or homes)	Q	Q
<u>Level II Assistance</u>		
Salary set-aside/flexible spending account funded with employee salary dollars/Section 125	Q	Q
Child Care referral services	Q	Q
Parenting Seminars	Q	Q
Counseling on work/family issues	Q	Q
Start-up of a self-supporting center	Q	Q
Start-up contributions to a Aconsortium center@	Q	Q
<u>Level III Assistance</u>		
Flexible work hours	Q	Q
Flex-place/work-at-home	Q	Q
Permanent part-time job/job sharing	Q	Q
Work-at-home following maternity leave	Q	Q
Unpaid parental leave	Q	Q
Donation to enhance child care program	Q	Q
Other (Describe)		

I have read and completed the "Child Care Declaration Statement" and verify that the information provided is true and correct.

Name and Title	Date
----------------	------

City Departments: Please return a copy of this form to: 200 North Spring Street, #2200, Los Angeles, CA 90012

Exhibit K

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

CHILD SUPPORT OBLIGATIONS

CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and/or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the Contractor(s) and/or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that _____ will:

Name of Business/Borrower

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

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

City/County/State

Date _____

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

EXHIBIT 2

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:

Name of Business/Borrower

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

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

City/County/State

Date _____

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Exhibit L

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

CONTRACTOR RESPONSIBILITY ORDINANCE

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
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City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
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Contact Person, Title	Phone	Fax
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TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

Print Name, Title	Signature	Date
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TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

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

List all partners in your firm. Use Attachment A if more space is needed.

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

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

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

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☐ No

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

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

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

3. Has the firm changed names in the past five years?

☐ Yes ☐ No

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

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

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

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☐ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

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

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ **Yes** ☐ **No**

(b) Work performance on a contract?

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

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

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ **Yes** ☐ **No**

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

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

STATE ENTITIES**California's Department of Industrial Relations**

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California's Department of Justice**LOCAL ENTITIES**

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

OTHERS

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

Exhibit M

CITY OF LOS ANGELES

**INSURANCE BROKERAGE SERVICES FOR
PROPERTY AND LIABILITY INSURANCE PROGRAMS**

NON-COLLUSION AFFIDAVIT

WORKFORCE INFORMATION

Headquarters Address: _____

Local Address: _____

Contact person for this contract: _____

Telephone Number: _____

Total Workforce: _____

Percentage of total workforce residing in the City of Los Angeles: _____

DECLARATION OF NON-COLLUSION

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.

Signature

Title

Date: _____

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

SS.

COUNTY OF LOS ANGELES

_____, being first duly sworn, deposes and says: That (s)he is _____

of _____
(Insert "sole owner", "a partner", "president", "secretary", or other proper title)

(Insert name of bidder)
who submits herewith to the City of Los Angeles the attached proposal:

That (s)he is the person whose name is signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not therein named or disclosed.

Affiant further deposes and says: That the bidder has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for him, itself, themselves, and advantage over any other bidder.

Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his, its, their price or of that of anyone else;
(Strike out words not appropriate)
- (d) did not, directly or indirectly, submit his, its, their bid price or any breakdown thereof, or
(Strike out words not appropriate)
the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his, its, their business.

(Strike out words not appropriate)

Signed:

(Title)

Subscribed and sworn to before me

This _____ day of _____, 19 ____

Notary Public

WARNING

Bids will not be considered unless
The affidavit hereon is fully executed,
including the affidavit of the Notary
and the Notarial Seal.