

# APPROVED

BOARD REPORT

## BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 17-102

DATE April 19, 2017

C.D. ALL

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO PERSONAL SERVICE CONTRACT NO. NO P1088 WITH JUMBO SHRIMP CIRCUS INC. AND P1089 WITH DAVID M. HEWITT, DBA DMH ENTERPRISES; FOR AS NEEDED PROFESSIONAL BOOKING SERVICES.

AP Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_  
R. Barajas \_\_\_\_\_ \*N. Williams \_\_\_\_\_  
H. Fujita \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the proposed Amendment to Personal Services Contract No. P1088 between the Department of Recreation and Parks (RAP) and Jumbo Shrimp Circus Inc. (Attachment 1), to extend the term of the Personal Services Contract from current termination date of June 30, 2017 to the revised termination date of December 31, 2017, and to increase the contract ceiling amount to Two Hundred Thousand Dollars (\$200,000.00), subject to the approval of the City Attorney as to form;
2. Approve the proposed Amendment to Personal Services Contract No. P1089 between the RAP and David M. Hewitt, DBA DMH Enterprises (Attachment 2), to extend the term of the Personal Services Contract from current termination date of June 30, 2017 to the revised termination date of December 31, 2017, and to increase the contract ceiling amount from Twenty Thousand Dollars (\$20,000.00) to Two Hundred Thousand Dollars (\$200,000.00), subject to approval of the City Attorney as to form;
3. Find, in accordance with Charter Section 1022, that RAP does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake professional booking services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;
4. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not required because is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this expert, technical work on an as-needed and occasional, but frequent, basis without engaging in a new competitive process for each individual booking project to be performed;

## BOARD REPORT

PG. 2      NO. 17-102

engaging in a new competitive process for each individual booking project to be performed; however, from among as-needed contractors, each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price and other performance terms to be consistent with the existing contract, with no guarantee of work or minimum is given or implied to either of the contractors;

5. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed professional booking services;
6. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual booking project for which work may be performed pursuant to these contract is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;
7. Direct the Board Secretary to transmit the Amendments to the City Attorney for review and approval as to form; and,
8. Authorize the General Manager to execute the Amendments upon receipt of the necessary approvals.

### SUMMARY

Pershing Square Park provides a variety of musical events and concerts throughout the year. One of the most popular and largest events is the Summer Concert Series. It boasts an attendance of fifty thousand patrons during a six-week summer period year after year. Additionally, Pershing Square hosts a Halloween Carnival, Winter Concert program, Winter Holiday Festival, St. Patrick's Day Celebration, Spring Festival, and the Art-Squared Gallery Event. Due to the popularity of all of the aforementioned events, RAP staff is seeking to expand programming and hire higher profile entertainers, which are more expensive to book and will require professional booking services of licensed talent agents / talent providers. Other future events at other parks include the Lotus Festival, and Summer Concerts in San Pedro. RAP is planning on providing more free festivals for the community in the future. With these planned productions, talent agents / talent provider professional booking services contracts are critical to improving, maintaining and expanding RAP's event programming to the community.

On March 8, 2017, RAP entered into a Personal Services Contract with Jumbo Shrimp Circus Inc. (Contract P1088, Attachment 3); and on March 19, 2017 RAP entered into a Personal Services Contract with David M. Hewitt DBA DMH Enterprises (Contract P1089, Attachment 4) for as-needed professional booking services for various performers for various events. The current departmental contracts will expire in less than one year, RAP management has determined that there still remains

## BOARD REPORT

PG. 3      NO. 17-102

a need to have these professional services to fulfil our current professional booking services needs at Pershing Square and other locations for the current summer / fall concert series.

On February 17, 2017, the Personnel Department completed a Charter Section 1022 review and determined that there are currently no City employees that can perform the services proposed for contracting. It further found that no City classification has the necessary license required to conduct the professional bookings of talent. RAP staff is currently in development of an RFQ for Talent Agent / Talent Provider.

### FISCAL IMPACT STATEMENT

Executing this amendment will have no impact on the RAP's General Fund as compensation for these events will be paid from special funds.

This Report was prepared by Robert Feld, Sr. Management Analyst I, reviewed by Noel Williams, Chief Financial Officer, and Finance Division.

### LIST OF ATTACHMENTS

1. Amendment No. 1 to Personal Service Contract No. P1088\_Jumbo Shrimp
2. Amendment No. 1 to Personal Service Contract No. P1089\_David M. Hewitt
3. Personal Service Contract No. P1088\_Jumbo Shrimp
4. Personal Service Contract No. P1089\_David M. Hewitt

AMENDMENT TO  
PERSONAL SERVICES  
CONTRACT BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
JUMBO SHRIMP CIRCUS, INC.  
FOR PROFESSIONAL BOOKING SERVICES FOR  
VARIOUS PERFORMERS FOR VARIOUS EVENTS

This Amendment to Contract P1088 is entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, ("First Amendment") by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and Jumbo Shrimp Circus, Inc. (hereinafter referred to as "CONTRACTOR") located at 20315 Baltar St. Winnetka, CA 91306, fully owned by the Jumbo Shrimp Circus, Inc., to provide at the direction of the Facilities Manager and/or Senior Recreation Director II, Louise M. Capone, for as-needed booking agent services, to book, secure, provide for various performers for various family-oriented entertainment(s) to the public, at Department of Recreation and Parks "DEPARTMENT" sponsored events, and CONTRACTOR shall be referred to collectively herein as the "PARTIES".

**RECITALS:**

WHEREAS, DEPARTMENT entered into Contract No. P1088 on March 8, 2017 for a term ending on June 30, 2017 (the Contract"); and

WHEREAS, the DEPARTMENT owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles and produces various public family-oriented entertainment events and concerts; and

WHEREAS, the DEPARTMENT has determined that CONTRACTOR is a responsible party and has provided booking services in the past and determined that Contractor is capable of maintaining the quality of performances in accordance with the terms and conditions of the Contract; and

WHEREAS, CONTRACTOR is experienced in providing services of the type required, is willing to perform such services, and can provide such services to the DEPARTMENT; and

WHEREAS, it is in the DEPARTMENT'S best interest to secure said services from CONTRACTOR; and,

WHEREAS, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), it was determined by the DEPARTMENT that competitive bidding is not required because it would not be practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert,

technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual booking project to be performed; however, from among as-needed contractors, each individual booking project shall be assigned on the basis of availability of an as-needed contractor to perform the work, the price and other performance terms to be consistent with the Contract, with no guarantee of work or minimum being given or implied to the CONTRACTOR; and

WHEREAS, in accordance with Charter Section 371(e)(10), it was further determined that the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by DEPARTMENT to provide as-needed professional booking services; and

WHEREAS CITY finds, in accordance with Charter Section 372, it was further determined that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to the Contract is not reasonably practicable or compatible with DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by DEPARTMENT to perform services; and

WHEREAS, pursuant to Charter Section 509 (d), The General Manager of the DEPARTMENT controlled by the Board of Recreation and Park Commissioners has authority to expend the funds of the DEPARTMENT in accordance with the provisions of the budget appropriations or appropriation made after the adoption of the budget; and

WHEREAS CITY finds, in accordance with Charter Section 1022, that DEPARTMENT does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake professional booking services in a timely manner, and it is more feasible, economical and in DEPARTMENT's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, to amend the Contract as follows:

1. Modify Article II of Contract No. P1088 "Term of Performance" as follows;

## **II. TERM OF PERFORMANCE**

- A. The term of this Contract shall be commence at execution of this Contract and terminate December 31, 2017.

The Representatives of the DEPARTMENT shall be:

Louise Capone  
Production Coordinator

Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013  
(213) 847 – 4970  
Email: louise.capone@lacity.org

The Representatives of the CONTRACTOR shall be:

Jumbo Shrimp Circus, Inc.  
20315 Baltar St.  
Winnetka, CA 91306  
(818) 775 - 5733

**AND:**

2. Modify Article III of Contract No. P1088 "Compensation" as follows:

### **III. COMPENSATION**

The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) per contract period, for services provided. Department shall pay CONTRACTOR for services rendered under this Contract. To receive payments, CONTRACTOR shall submit invoices to:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013

- C. The invoice shall conform to CITY standards and include, at a minimum, the following information:
  1. Name and address of CONTRACTOR
  2. Date of invoice and period covered
  3. Contract Number
  4. Description of the completed task and amount due for the task, including:
    - a. Name of personnel working on the task
    - b. Hours spent on the task and timesheet supporting charges (if applicable)
    - c. Rate per hour (if applicable) and/or total due
  5. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photographs, shall be attached to all

invoices. CONTRACTOR shall submit invoices within thirty (30) days of services. CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

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

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the overall annual service invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

3. Except as amended by this First Amendment, all other terms and conditions of Contract No. P1088 shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Contract and attachment hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - a. Paragraphs set forth in the body of this amendment to Contract No. P1088.
  - b. Paragraphs set forth in the body of Contract No. P1088.
  - c. Exhibit A set forth in the body of Contract No. P1088.s of t

*(Signature Page to Follow)*

AMENDMENT TO CONTRACT P1088  
PERSONAL SERVICES CONTRACT BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS  
AND JUMBO SHRIMP CIRCUS, INC.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to PERSONAL SERVICES CONTRACT No. P1088 to be executed by their duly authorized representatives as of the day and year first above written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS:

DEPARTMENT OF RECREATION AND PARKS  
CITY OF LOS ANGELES  
221 N. FIGUEROA STREET, SUITE 300  
LOS ANGELES, CA 90012

BY \_\_\_\_\_  
MICHAEL SHULL, General Manager

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

JUMBO SHRIMP CIRCUS, INC.  
20315 BALTAR ST.  
WINNETKA, CA 91306

BY \_\_\_\_\_  
PHILLIP BRIGGS, PRESIDENT

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

APPROVED AS TO FORM:

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

MICHAEL N. FUERER  
CITY ATTORNEY

BY: \_\_\_\_\_  
STEVEN H. HONG  
DEPUTY CITY ATTORNEY III

AMENDMENT No. 1 TO  
PERSONAL SERVICES  
CONTRACT BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
DAVID M. HEWITT, DBA DMH ENTERPRISES  
FOR PROFESSIONAL BOOKING SERVICES FOR  
VARIOUS PERFORMERS FOR VARIOUS EVENTS

This Amendment No. 1 to Contract P1089 is entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, ("First Amendment") by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and David M. Hewitt, DBA DMH Enterprises (hereinafter referred to as "CONTRACTOR") located at 638 Lindero Canyon Rd, Number 240. Oak Park, CA 91377, fully owned by the David M. Hewitt, to provide at the direction of the Facilities Manager and/or Senior Recreation Director II, Louise M. Capone, for as-needed booking agent services, to book, secure, provide for various performers for various family-oriented entertainment(s) to the public, at Department of Recreation and Parks (DEPARTMENT) sponsored events, and CONTRACTOR shall be referred to collectively herein as the "PARTIES".

**RECITALS:**

WHEREAS, DEPARTMENT entered into Contract No P1089 on March 19, 2017 for a term ending on June 30, 2017 (the "Contract"); and

WHEREAS, the DEPARTMENT owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles and produces various public family-oriented entertainment events and concerts; and

WHEREAS, the DEPARTMENT has determined that CONTRACTOR is a responsible party and has provided booking services in the past and determined that Contractor is capable of maintaining the quality of performances in accordance with the terms and conditions of the Contract; and

WHEREAS, CONTRACTOR is experienced in providing services of the type required, is willing to perform such services, and can provide such services to the DEPARTMENT; and

WHEREAS, it is in the DEPARTMENT'S best interest to secure said services from CONTRACTOR; and,

WHEREAS pursuant to Charter Section 509 (d), The General Manager of DEPARTMENT controlled by the Board of Recreation and Park Commissioners has authority to expend the funds of the DEPARTMENT in accordance with the provisions of the budget appropriations or appropriation made after the adoption of the budget; and

WHEREAS CITY finds in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), it was determined by the DEPARTMENT that competitive bidding is not required because it would not be practicable or advantageous as it is necessary for DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual booking project to be performed; however, from among as-needed contractors, each individual booking project shall be assigned on the basis of availability of an as-needed contractor to perform the work, the price and other performance terms to be consistent with the Contract, with no guarantee of work or minimum being given or implied to the CONTRACTOR; and

WHEREAS CITY finds in accordance with Charter Section 371(e)(10), it was further determined that the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by DEPARTMENT to provide as-needed professional booking services; and

WHEREAS CITY finds in accordance with Charter Section 372, it was further determined that obtaining competitive proposals or bids for each individual BOOKING project for which work may be performed pursuant to this Contract is not reasonably practicable or compatible with DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by DEPARTMENT to perform services; and

WHEREAS CITY finds, in accordance with Charter Section 1022, that DEPARTMENT does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake professional booking services in a timely manner, and it is more feasible, economical and in DEPARTMENT's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree to amend the Contract as follows:

1. Modify Article II of Contract No. P1089 "Term of Performance" as follows;

## **II. TERM OF PERFORMANCE**

- A. The term of this Contract shall be commence at execution of this Contract and terminate December 31, 2017.

B.

The Representatives of the DEPARTMENT shall be:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks

532 South Olive St.  
Los Angeles, CA 90013  
(213) 847 – 4970  
Email: louise.capone@lacity.org

The Representatives of the CONTRACTOR shall be:

David M. Hewitt, DBA DMH Enterprises  
638 Lindero Canyon Rd., Number 240  
Oak Park, CA 91377  
(818) 879 – 1452  
FAX (818) 865 – 8378  
Email: dmhenterprises@att.net

**AND:**

2. Modify Article III of Contract No. P1089 "Compensation" as follows:

### **III. COMPENSATION**

The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) per contract period, for services provided. Department shall pay CONTRACTOR for services rendered under this Contract. To receive payments, CONTRACTOR shall submit invoices to:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013

- C. The invoice shall conform to CITY standards and include, at a minimum, the following information:
  1. Name and address of CONTRACTOR
  2. Date of invoice and period covered
  3. Contract Number
  4. Description of the completed task and amount due for the task, including:
    - a. Name of personnel working on the task
    - b. Hours spent on the task and timesheet supporting charges (if applicable)
    - c. Rate per hour (if applicable) and/or total due
  5. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photographs, shall be attached to all invoices. CONTRACTOR shall submit invoices within thirty (30) days of services.

CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

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

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the overall annual service invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

3. Except as amended by this First Amendment, all other terms and conditions of Contract No. P1089 shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Contract and attachment hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - a. Paragraphs set forth in the body of this First Amendment to Contract No. P1089.
  - b. Paragraphs set forth in the body of Contract No. P1089.
  - c. Exhibit A set forth in the body of Contract No. P108ent to t

*(Signature Page to Follow)*

AMENDMENT 1 TO CONTRACT P1089  
PERSONAL SERVICES CONTRACT BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS  
AND DAVID M. HEWITT, DBA DMH ENTERPRISES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to PERSONAL SERVICES CONTRACT No. P1089 to be executed by their duly authorized representatives as of the day and year first above written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS:

DEPARTMENT OF RECREATION AND PARKS  
CITY OF LOS ANGELES  
221 N. FIGUEROA STREET, SUITE 300  
LOS ANGELES, CA 90012

BY \_\_\_\_\_  
MICHAEL SHULL, General Manager

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

DAVID M. HEWITT,  
DBA DMH ENTERPRISES.  
638 LINDERO CANYON RD.,  
#240  
OAK PARK, CA 91377

BY \_\_\_\_\_

DAVID M. HEWITT

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

APPROVED AS TO FORM:

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

MICHAEL N. FUERER  
CITY ATTORNEY

BY: \_\_\_\_\_  
STEVEN H. HONG  
DEPUTY CITY ATTORNEY III

No. P 1058

PERSONAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
JUMBO SHRIMP CIRCUS, INC.  
FOR PROFESSIONAL BOOKING SERVICES FOR  
VARIOUS PERFORMERS FOR VARIOUS EVENTS

This Contract is entered into this 27 day of Feb 2017 by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and Jumbo Shrimp Circus, Inc. (hereinafter referred to as "CONTRACTOR") located at 20315 Baltar St. Winnetka, CA 91306, fully owned by the Jumbo Shrimp Circus, Inc., to provide at the direction of the Facilities Manager and/or Senior Recreation Director II, Louise M. Capone, for as-needed booking agent services, to book, secure, provide for various performers for various family-oriented entertainment(s) to the public, at Department sponsored events. CITY and CONTRACTOR shall be referred to collectively herein as the "PARTIES".

RECITALS

WHEREAS, the Department of Recreation and Parks of the City of Los Angeles (hereinafter referred to as the "DEPARTMENT") (Client) owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles and produces various public family-oriented entertainment events and concerts; and

WHEREAS, the Department determined that Contractor is a responsible party and has provided booking services in the past and determined that Contractor is capable of maintaining the quality of performances in accordance with the terms and conditions of this Personal Service Contract (hereinafter "Contract"); and

WHEREAS, CONTRACTOR is experienced in providing services of the type required, is willing to perform such services, and can provide such services to the DEPARTMENT;

WHEREAS, it is in the DEPARTMENT'S best interest to secure said services from CONTRACTOR; and,

WHEREAS pursuant to the Los Angeles Administrative Code Section 10.1.1 (a), the DEPARTMENT is authorized to approve contracts which obligate the CITY for periods of less than one (1) year and which involve consideration reasonably valued up to Twenty Thousand Dollars (\$20,000); and

WHEREAS pursuant to Charter Section 509 (d), The General Manager of the

DEPARTMENT controlled by the Board of Recreation and Park Commissioners has authority to expend the funds of the DEPARTMENT in accordance with the provisions of the budget appropriations or appropriation made after the adoption of the budget and

WHEREAS, pursuant to Charter Section 371 (e)(1), competitive bidding is not required for contracts valued at less than Twenty Five Thousand Dollars (\$25,000)

WHEREAS the total compensation to be provided to CONTRACTOR is for a small amount not to exceed Twenty Thousand Dollars (\$20,000), and the cost of soliciting bids would be unwarranted and wasteful in comparison the amount of services required by the DEPARTMENT, and would result in an expenditure of funds in excess of any benefit that could be gained by soliciting bids; and

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

#### **I SCOPE OF SERVICES**

Under the direction of the DEPARTMENT's Senior Recreation Director II, Louise M. Capone, and the CONTRACTOR shall book, secure, provide for various performers for various family-oriented entertainment(s) to the public, at Department sponsored events as follows:

##### **A. SCHEDULING PERFORMERS**

1. DEPARTMENT shall notify and inform CONTRACTOR of the type or types (musical genres) of PERFORMERS required to perform for an event. DEPARTMENT shall provide to the CONTRACTOR the number of performance slots scheduled that will require PERFORMERS.
2. CONTRACTOR shall inform the DEPARTMENT of PERFORMERS available to perform for the various selected dates, PERFORMERS names, times of performances, locations and associated costs and fees for the PERFORMERS.
3. DEPARTMENT will select PERFORMERS from the available list and submit and offer to the CONTRACTOR for the performances.
4. CONTRACTOR shall be responsible for ensuring the booking of the PERFORMERS, associated equipment if required.
5. CONTRACTOR shall be responsible for compensating PERFORMERS and additional related services if required.
6. DEPARTMENT reserves the right to select PERFORMERS from outside the CONTRACTOR's recommended lists' and continue to utilize their booking services.

**B. CONTRACTOR SHALL ENSURE THAT PERFORMERS**

1. Provide either two (2) fifty (50) minute sets with a ten (10) minute break between each set, or one thirty minute (30) to one hundred and ten minute set with 10 minute breaks as scheduled, on the date and time and at the location agreed upon by CONTRACTOR and DEPARTMENT.
2. Provide musical instruments and other equipment necessary for each performance.
3. Arrive at the designated facility at least ninety (90) minutes before performance to load in and set-up back line, instruments, and necessary equipment for the duration of (30) minutes; check audio line and level for the duration of thirty (30) minutes, and clear the stage and prepare for the duration of thirty (30) minutes before the scheduled start of the performance (i.e. costume change, paperwork completion, etc.)

**I. TERM OF PERFORMANCE**

- A. The term of this Contract shall commence at execution of this agreement and terminate June 30, 2017.

The Representatives of the DEPARTMENT shall be:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013

(213) 847 – 4970  
Email: louise.capone@lacity.org

The Representatives of the CONTRACTOR shall be:

Jumbo Shrimp Circus, Inc.  
20315 Baltar St.  
Winnetka, CA 91306

(818) 775 - 5733

## I. COMPENSATION

The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Twenty Thousand Dollars (\$20,000.00) per contract period, for services provided. Department shall pay CONTRACTOR for services rendered under this agreement in a single annual payment. To receive payments, CONTRACTOR shall submit invoices to:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013

- C. The invoice shall conform to CITY standards and include, at a minimum, the following information:
1. Name and address of CONTRACTOR
  2. Date of invoice and period covered
  3. Contract Number
  4. Description of the completed task and amount due for the task, including:
    - a. Name of personnel working on the task
    - b. Hours spent on the task and timesheet supporting charges (if applicable)
    - c. Rate per hour (if applicable) and/or total due
  5. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photographs, shall be attached to all invoices. CONTRACTOR shall submit invoices within thirty (30) days of services. CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

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

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the overall annual service invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### IV. WARRANTY

- A. CONTRACTOR warrants that it will rectify, at no cost to the CITY, any defects in connection with service it supplies to CITY, whether performed By itself or its subcontractor, if CITY provides evidence that the service has been performed inadequately or inexpertly.
- B. The limitation period for warranty claims in connection with the annual maintenance service is six months after the contract service is completed.

#### V. INSURANCE

CONTRACTOR is required to carry General Liability, Employer Liability, and Worker's Compensation insurance as specified in the Standard Provisions for City Contracts (Exhibit A to this document, PSC 24).

#### VI. INDEMNIFICATION

Specified in the Standard Provisions for City Contracts (Exhibit A to this document, PSC 20).

#### VII. RATIFICATION

At the request of the DEPARTMENT, and because of the need therefore, CONTRACTOR began performance of the services required hereunder prior to the execution of this contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this contract, and CONTRACTOR's performance of such services.

#### VIII. INCORPORATION OF DOCUMENTS

This Contract and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Exhibit A. Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This contract; and (2) Exhibit A

*(Signature Page to Follow)*

Contract No. \_\_\_\_\_

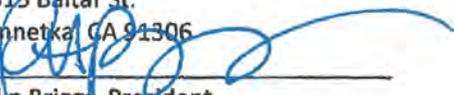
LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS  
AND JUMBO SHRIMP CIRCUS, INC.

DEPARTMENT OF RECREATION AND PARKS  
City of Los Angeles  
221 North Figueroa Street, Suite XX  
Los Angeles, CA 90017

By   
MICHAEL SHULL, General Manager

Date: 3/6/17

JUMBO SHRIMP CIRCUS, INC.  
20315 Baltar St.  
Winnetka, CA 91306

By   
Philip Briggs, President

Date: 2/07/2017

Approved as to Form:

Date: 3/8/2017

MICHAEL N. FEUER  
City Attorney

By 

STEFAN E. FAUBLE  
Deputy City Attorney III

Contract No. P1089

PERSONAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
DAVID M. HEWITT  
DBA DMH ENTERPRISES  
FOR PROFESSIONAL BOOKING SERVICES FOR  
VARIOUS PERFORMERS FOR VARIOUS EVENTS

This Contract is entered into this 0 day of MARCH 2011, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and David M. Hewitt DBA DMH Enterprises (hereinafter referred to as "CONTRACTOR") located at 638 Lindero Canyon Road, Number 240, Oak Park, CA 91377 and fully owned by the David M. Hewitt DBA DMH Enterprises, to provide at the direction of the Facilities Manager and/or Senior Recreation Director II, Louise M. Capone, for as-needed booking agent services, to book, secure, provide for various performers for various family-oriented entertainment(s) to the public, at Department sponsored events. CITY and CONTRACTOR shall be referred to collectively herein as the "PARTIES"

RECITALS

WHEREAS, the Department of Recreation and Parks of the City of Los Angeles (hereinafter referred to as the "DEPARTMENT") (Client) owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles and produces various public family-oriented entertainment events and concerts; and

WHEREAS, the Department determined that Contractor is a responsible party and has provided booking services in the past and determined that Contractor is capable of maintaining the quality of performances in accordance with the terms and conditions of this Personal Service Contract (hereinafter "Contract"); and

WHEREAS, CONTRACTOR is experienced in providing services of the type required, is willing to perform such services, and can provide such services to the DEPARTMENT;

WHEREAS, it is in the DEPARTMENT'S best interest to secure said services from CONTRACTOR; and,

WHEREAS pursuant to the Los Angeles Administrative Code Section 10.1.1 (a), the DEPARTMENT is authorized to approve contracts which obligate the CITY for periods of less than one (1) year and which involve consideration reasonably valued up to Twenty Thousand Dollars (\$20,000); and

WHEREAS pursuant to Charter Section 509 (d), The General Manager of the DEPARTMENT controlled by the Board of Recreation and Park Commissioners has authority to expend the funds of the DEPARTMENT in accordance with the provisions of the budget appropriations or appropriation made after the adoption of the budget and

WHEREAS, pursuant to Charter Section 371 (e)(1), competitive bidding is not required for contracts valued at less than Twenty Five Thousand Dollars (\$25,000)

WHEREAS the total compensation to be provided to CONTRACTOR is for a small amount not to exceed Twenty Thousand Dollars (\$20,000), and the cost of soliciting bids would be unwarranted and wasteful in comparison the amount of services required by the DEPARTMENT, and would result in an expenditure of funds in excess of any benefit that could be gained by soliciting bids; and

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

#### **I. SCOPE OF SERVICES**

Under the direction of the DEPARTMENT's Senior Recreation Director II, Louise M. Capone, and the CONTRACTOR shall book, secure, provide for various performers for various family-oriented entertainment(s) to the public, at Department sponsored events as follows:

##### **A. SCHEDULING PERFORMERS**

1. DEPARTMENT shall notify and inform CONTRACTOR of the type or types (musical genres) of PERFORMERS required to perform for an event. DEPARTMENT shall provide to the CONTRACTOR the number of performance slots scheduled that will require PERFORMERS.
2. CONTRACTOR shall inform the DEPARTMENT of PERFORMERS available to perform for the various selected dates, PERFORMERS names, times of performances, locations and associated costs and fees for the PERFORMERS.
3. DEPARTMENT will select PERFORMERS from the available list and submit and offer to the CONTRACTOR for the performances.
4. CONTRACTOR shall be responsible for ensuring the booking of the PERFORMERS, associated equipment if required.
5. CONTRACTOR shall be responsible for compensating PERFORMERS and additional related services if required.
6. DEPARTMENT reserves the right to select PERFORMERS from outside the CONTRACTOR's recommended lists' and continue to utilize their booking services.

**B. CONTRACTOR SHALL ENSURE THAT PERFORMERS**

1. Provide either two (2) fifty (50) minute sets with a ten (10) minute break between each set, or one thirty minute (30) to one hundred and ten minute set with 10 minute breaks as scheduled, on the date and time and at the location agreed upon by CONTRACTOR and DEPARTMENT.
2. Provide musical instruments and other equipment necessary for each performance.
3. Arrive at the designated facility at least ninety (90) minutes before performance to load in and set-up back line, instruments, and necessary equipment for the duration of (30) minutes; check audio line and level for the duration of thirty (30) minutes, and clear the stage and prepare for the duration of thirty (30) minutes before the scheduled start of the performance (i.e. costume change, paperwork completion, etc.)

**I. TERM OF PERFORMANCE**

- A. The term of this Contract shall commence at execution of this agreement and terminate June 30, 2017.

The Representatives of the DEPARTMENT shall be:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013

(213) 847 – 4970  
Email: [louise.capone@lacity.org](mailto:louise.capone@lacity.org)

The Representatives of the CONTRACTOR shall be:

David M. Hewitt  
DMH Enterprises  
638 Lindero Canyon Rd. Number 240

Oak Park CA 91377

(818) 879 – 1452

FAX (818) 865 – 8378

Email: dmhenterprises@att.net

## **COMPENSATION**

The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Twenty Thousand Dollars (\$20,000.00) per contract period, for services provided. Department shall pay CONTRACTOR for services rendered under this agreement in a single annual payment. To receive payments, CONTRACTOR shall submit invoices to:

Louise Capone  
Production Coordinator  
Department of Recreation and Parks  
532 South Olive St.  
Los Angeles, CA 90013

- C. The invoice shall conform to CITY standards and include, at a minimum, the following information:
1. Name and address of CONTRACTOR
  2. Date of invoice and period covered
  3. Contract Number
  4. Description of the completed task and amount due for the task, including:
    - a. Name of personnel working on the task
    - b. Hours spent on the task and timesheet supporting charges (if applicable)
    - c. Rate per hour (if applicable) and/or total due
  5. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photographs, shall be attached to all invoices. CONTRACTOR shall submit invoices within thirty (30) days of services. CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

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

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the overall annual service invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### **IV. WARRANTY**

- A. CONTRACTOR warrants that it will rectify, at no cost to the CITY, any defects in connection with service it supplies to CITY, whether performed By itself or its subcontractor, if CITY provides evidence that the service has been performed inadequately or inexpertly.
- B. The limitation period for warranty claims in connection with the annual maintenance service is six months after the contract service is completed.

#### **V. INSURANCE**

CONTRACTOR is required to carry General Liability, Employer Liability, and Worker's Compensation insurance as specified in the Standard Provisions for City Contracts (Exhibit A to this document, PSC 24).

#### **VI. INDEMNIFICATION**

Specified in the Standard Provisions for City Contracts (Exhibit A to this document, PSC 20).

#### **VII. RATIFICATION**

At the request of the DEPARTMENT, and because of the need therefore, CONTRACTOR began performance of the services required hereunder prior to the execution of this contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this contract, and CONTRACTOR's performance of such services.

#### **VIII. INCORPORATION OF DOCUMENTS**

This Contract and incorporated documents represent the entire integrated

agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Exhibit A. Standard Provisions for City Contracts (Rev. 3/09)  
The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This contract; and (2) Exhibit A

*(Signature Page to Follow)*

Contract No. \_\_\_\_\_

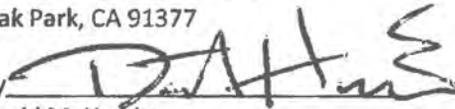
LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
DAVID M. HEWITT  
DBA DMH ENTERPRISES  
FOR PROFESSIONAL BOOKING SERVICES FOR  
VARIOUS PERFORMERS FOR VARIOUS EVENTS

DEPARTMENT OF RECREATION AND PARKS  
City of Los Angeles  
221 North Figueroa Street, Suite XX  
Los Angeles, CA 90017

By   
MICHAEL SHULL, General Manager

Date: 3/10/17

DAVID M. HEWITT  
dba DMH Enterprises  
638 Lindero Canyon Road  
Oak Park, CA 91377

By   
David M. Hewitt

Date: 3.6.17

Approved as to Form:

Date: 3/19/2017

MICHAEL N. FEUER  
City Attorney

By 

STEFAN E. FAUBLE  
Deputy City Attorney III