



Contract Number  
23-1014

SAP Number

## Land Use Services

Department Contract Representative	<u>Star Keyvanian</u>
Telephone Number	<u>909-387-4000</u>
Producer	<u>Conveyor Media, LLC</u>
Producer Representative	<u>Jeff Rotondi</u>
Telephone Number	<u>310-300-2950</u>
Contract Term	<u>September 12, 2023 – September 11, 2024</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>6910001000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) regularly seeks opportunities to promote the County and to support the public knowledge about the County and County services; and

**WHEREAS**, Conveyor Media, LLC (Producer) is an established production company in the business of producing unscripted television programming; and

**WHEREAS**, Producer desires to obtain certain access from the County, and the County desires to grant certain access to Producer, for Producer to enter upon and use, as further described in this Contract, certain County property as further set forth hereinbelow, for the purposes of Producer filming and producing certain development materials, including, but not limited to, a presentation ("Presentation," which shall be an approximately five (5) to ten (10) minute short-form production to be submitted by Producer to a television network in consideration of said network ordering a proposed television series whereby any such order of a Series shall be in Network's sole discretion) and a potential Series (as hereinafter defined) which Series is currently anticipated to be broadcast on television, internet and/or other electronic medium. For purposes of convenience, the Presentation and Series may at times be collectively referred to as the "Production".

**NOW, THEREFORE**, the County and Producer mutually agree to the following terms and conditions:

**A. DEFINITIONS**

- A.1 Code Enforcement Action** – Any activity/activities related to the Land Use Services Department (LUS), Code Enforcement Division's (CEN) enforcement of County ordinances and State/Federal laws relating to land use, zoning, housing, public nuisances, and vehicle abatement within the unincorporated areas of the County, including but not limited to entering upon the properties of the public and citizens living in the County in furtherance of any such Code Enforcement Action.
- A.2 Code Enforcement Officers** – Personnel employed by the County in connection with the County's enforcement of County ordinances and State/Federal laws relating to land use, zoning, housing, public nuisances, and vehicle abatement within the unincorporated areas of the County. For purposes of this Contract, the office, agency and/or department(s) responsible for the County's code enforcement shall collectively be referred to as the ("Code Enforcement Department").
- A.3 Code Enforcement Offices** – The principal business offices where the County administers code enforcement for the County and any related County Property whereby such administrative work, business, operations, and enforcement actions in connection therewith may occur, including but not limited to any County Vehicles used by Code Enforcement Officers (as hereinafter defined) in connection with any such Code Enforcement Actions.
- A.4 Network** – A&E Television Networks, LLC, a Delaware limited liability company with a principal business address at 235 East 45th Street, New York, New York 10017, and any and all affiliates, parent(s), subsidiaries, related platforms, channels, and services.
- A.5 Rough Cut** – The version of taped footage to be used for each episode whether it is for the Presentation or each episode of the Series which shall be reviewed and commented on (if applicable) by County as set forth more fully hereinbelow.
- A.6 Series** – Producer's proposed television and/or digital Series currently known as, "Code Enforcers" which features the County's Code Enforcement Department and their enforcement of County ordinances and State/Federal laws relating to land use, zoning, housing, public nuisances, and vehicle abatement within the unincorporated areas of the County. For the avoidance of doubt, Network shall decide in its sole discretion whether to order a Series and/or whether to approve County's participation in connection with a Series and neither Producer nor Network shall be obligated to produce or exploit a Series whether depicting County or otherwise.
- A.7 Subcontractor** – Agents or vendors contracted by Producer to perform work to support the filming of the Production.

**B. GENERAL CONTRACT REQUIREMENTS**

- B.1 Recitals**  
The recitals set forth above are true and correct and incorporated herein by this reference.
- B.2 Contract Amendments**  
Producer agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Producer and County.
- B.3 Contract Assignability**  
Without the prior written consent of the other party, neither party may assign this Contract either in whole or in part except that Producer may assign this Contract to the Network and in connection with the distribution, exhibition, and/or exploitation of the Program.

**B.4 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**B.5 Background Checks for Producer Personnel**

Producer shall ensure that its key personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, and to the extent not already conducted by Producer for purposes of producing the Production in accordance with Network requirements, Producer shall in the event a Series is ordered to production, at some point prior to commencing principal photography on said Production, conduct a background check, at Producer's sole expense, on all its key personnel providing services who will be present at the Code Enforcement Offices at any time during the performance of the services under this Contract. If requested by the County, Producer shall provide the results of the background check of each to the County. To the extent authorized and permitted by law, the County will keep the background check information confidential and will limit the County staff with access to the information to County staff required to know the information, as determined at the County's sole discretion. Such background check shall be in the form generally used by Producer in its initial hiring of employees or contracting for Producers or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Producer personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**B.6 Change of Address**

Producer shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**B.7 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**B.8 Compliance with County Policy**

In performing the services and while at any County facilities, Producer personnel (including subcontractors and other affiliates working at the Code Enforcement Offices for purposes of the Production) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Producer or Producer personnel or may be made available to Producer or Producer personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or Producers. Producer shall be responsible for the promulgation and distribution of County Policies to Producer personnel to the extent necessary and appropriate.

County shall have the right to require Producer's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**B.9 Confidentiality**

Producer shall protect from unauthorized use or disclosure names and other identifying information concerning any County personnel who have not signed Appearance Release forms. Producer shall not use or disclose any identifying information for any other purpose other than carrying out the Producer's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

The County shall not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Production, or Producer or disclose any confidential information of Producer's without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the County from releasing to the press and/or local news any information regarding a case or Code Enforcement Action that is featured in or relates to the Production and for the avoidance of doubt, there shall be no confidentiality obligations with respect to cases or information which is otherwise available to the public.

**B.10 Production Obligation**

Producer shall be under no obligation to actually produce the Production or broadcast, exhibit, and/or otherwise exploit any of the footage or materials created in connection with the Production.

**B.11 Primary Point of Contact**

Producer will designate an individual to serve as the primary point of contact for the Contract. Producer or its designee must respond to County inquiries within two (2) business days. Producer shall not change the primary contact without written notification to the County. Producer will also designate a back-up point of contact in the event the primary contact is not available.

**B.12 County Representative**

The Chief Executive Officer or his/her designee at all times to be confirmed and approved by the County, shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Producer. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**B.13 Damage to County Property**

Producer shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Producer or its employees or agents (which for the avoidance of doubt, does not include reasonable wear and tear). Such repairs shall be made immediately after Producer becomes aware of such damage, but in no event later than thirty (30) days after the occurrence to extent Producer is aware of such occurrence or, thirty days after Producer have been made aware of same in writing by County.

If the Producer fails to make timely repairs, the County may make any necessary repairs. The Producer, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Producer from the County, as determined at the County's sole discretion.

**B.14 Debarment and Suspension**

Producer certifies that to the best of Producer's knowledge, neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Producer further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**B.15 Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, the Producer agrees that the Producer and the Producer's employees, while performing service for the County, on County property, or while using County equipment:

**B.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**B.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**B.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Producer or Producer's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Producer shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Producer has with the County, if the Producer or Producer's employees are determined by the County not to be in compliance with above, after being afforded an opportunity, at the sole discretion of the County, to cure such breach or default.

**B.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**B.17 Employment Discrimination**

During the term of the Contract, Producer shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Producer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**B.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Producer to use recycled paper for any printed or photocopied material created as a result of this Contract. Producer is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Producer must be able to annually report the County's environmentally preferable purchases. Producer must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**B.19 Improper Influence**

Producer shall make all reasonable efforts to ensure that no current County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Producer or officer or employee of the Producer. Producer and County acknowledge and agree that County officers and/or employees may, subject to County's approval, be paid a reasonable, customary, and standard (which shall be reasonable for a program of this nature, scope, and budget) appearance fee in connection with their appearance on the Production.

**B.20 Improper Consideration**

Producer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Producer shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Producer. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**B.21 Informal Dispute Resolution**

In the event of a dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**B.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**B.23 Licenses, Permits and/or Certifications**

Producer shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Producer shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Producer will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Producer agrees to obtain and pay for all required permits associated with the filming of the Series. This includes County required permits.

**B.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Producer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated following the opportunity for the Producer to cure such misstatement/misrepresentation/materially inaccurate information at the County's sole reasonable discretion. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies subject to the limitations provided in Section K of this Contract. Notwithstanding the foregoing, and for the avoidance of doubt, in the event of any termination hereunder, Producer shall be free to use and exploit any Materials created by Producer up until the point of any such termination hereunder, provided however, that an such Material has been approved as set forth in Section C.4 of this Contract.

**B.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**B.26 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the essential terms of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**B.27 Air, Water Pollution Control, Safety and Health**

Producer shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, while Producer is onsite at the Code Enforcement Offices.

**B.28 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Producer, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Producer concerning the details of performing the services, or to exercise any control over such performance, shall mean only that the Producer shall follow the direction of the County concerning the end results of the performance.

**B.29 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**B.30 Subcontracting**

Producer shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section D. All subcontractors shall be subject to the provisions of this Contract applicable to Producer Personnel.

For any subcontractor, Producer shall:

- B.30.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**B.30.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Producer agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**B. 31 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Producer or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Producer and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Producer for County.

**B.32 Termination for Cause**

Either party may terminate this Contract if a party materially breaches its obligations under this Contract, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice. Notwithstanding the foregoing, and for the avoidance of doubt, in the event of any termination hereunder, Producer shall be free to use and exploit any Materials created by Producer up until the point of any such termination hereunder, provided however, that an such Material has been approved as set forth in Section C.4 of this Contract.

**B.33 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**B.34 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**B.35 Conflict of Interest**

Producer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Producer shall make a reasonable effort to prevent employees, Producer, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Producer's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.



**B.36 Former County Administrative Officials**

Producer agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Producer. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Producer. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**B.37 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described set forth below herein below from the Producer. Failure to provide the information may result in a termination of the Contract, following the opportunity for the Producer to have a reasonable opportunity to cure such disclosure of criminal or civil procedures at the County's sole discretion. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Producer also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Producer is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Producer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Producer is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Producer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**B.38 Prevailing Wage Laws**

By its execution of this Contract, Producer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Producer agrees to fully comply with such Prevailing Wage Laws. Producer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Producer's principal place of business and at

the project site. Producer will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Producer shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Producer shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Producer shall post a copy of the applicable prevailing wage determinations at the job site.

**B.39 California Consumer Privacy Act**

To the extent applicable, if Producer is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Producer must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Producer must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Producer must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Producer must immediately provide to the County any notice provided by a consumer to Producer pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Producer must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**B.40 Campaign Contribution Disclosure (SB 1439)**

Producer has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Producer's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Producer acknowledges that under Government Code section 84308, Producer is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Producer will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Producer or by a parent, subsidiary, or otherwise related business entity of Producer.

**C. ADDITIONAL CONTRACT REQUIREMENTS**

**C.1** Schedule: Producer and County agrees to adhere to the following tentative production schedule within the Term of the Contract. Changes in the schedule shall be discussed with and approved by the County in advance, such approval not to be unreasonably withheld. Producer anticipates the following schedule, which will be subject to change by Producer due to force majeure events and/or shoot schedule changes. All changes by Producer require written notice to the County and the County's agreement as to the revised dates (such agreement not to be unreasonably withheld):

**C.1.1** Production of Presentation: On or about September 12, 2023 through on or about October 31, 2023.

**C.1.2** Production of potential initial season of Series if ordered by Network: on or about January 1, 2024 through on or about September 11, 2024. The specific dates for production of the initial season of the Series shall be mutually determined by the parties in good faith provided however that County acknowledges and agrees that once and if the Network has ordered a Series, County agrees to provide the access set forth herein so that Producer, in accordance with the terms herein, so that Producer may produce said Series in accordance with the required production schedule set forth by Network within the Term of the Contract. In the event that Network does not order a Series and/or approve County's participation in connection therewith, either party shall have the right to terminate this Agreement and the parties shall have no further obligations to one another.

**C.2** Access: During the Term of the Contract, the County grants to Producer and its production personnel permission to enter upon and use certain preapproved County property such as the Code Enforcement Offices (which has been preapproved by County) and the rights to record and film said Code Enforcement Offices, as set forth more fully herein, and certain pre-approved Code Enforcement Officers (subject to each such individual Code Enforcement Officer agreeing to an appearance release to be approved by County, Producer, and said Code Enforcement Officer) for the purpose of producing the Production. The County reserves the right to restrict access to some areas of the Code Enforcement Offices (which restrictions County shall in good faith make available to Producer in writing in advance of its production related activities) and/or require Producer to be accompanied by certain County staff in certain designated areas. In the event the County determines, at its sole but reasonable discretion, that any aspect of Producer's filming of the Production unreasonably and materially interferes with the County's services and/or business, including but not limited to the Code Enforcement Actions, Producer agrees to follow the directions of County designated personnel in order to eliminate any such interference. All use of County property and facilities, including, but not limited to, Code Enforcement Offices shall comply with County Policy 12-06.

Producer agrees it will not use pyrotechnics on County property, except with a licensed pyrotechnician, limited to a propane fire bars, and at least 20 feet from any building or structure, and it will not utilize aircraft (excluding drones) in filming the Series.

Producer shall have the right to make such use of Code Enforcement Offices (as described in Attachment B) as may reasonably be required for the production of the Production, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment thereon/therein, and Producer agrees to remove same after completion of work and leave Code Enforcement Offices in substantially the same condition as when Producer entered upon Code Enforcement Offices, reasonable wear and tear omitted. The County further agrees that Producer shall be entitled to return to Code Enforcement Offices thereafter at a mutually acceptable date and time, if and as required for still photography, pick-ups and ADR (Automated dialogue replacement), and/or other activity in connection with the production, promotion and/or other exploitation of the Production. Producer acknowledges and agrees that Producer shall be responsible for all clearance related matters in connection with the Production, including but not limited to obtaining appropriate appearance releases, consents and waivers as deemed legally necessary by County and Producer, as applicable, from any and all individuals appearing recognizably on camera in the Production ("Appearance Releases"), in the course of filming for the Production. Any such Appearance Releases must include language which releases liability from San Bernardino County in its entirety, holds the County harmless and indemnifies and provides a complete defense for the County, with the language being reviewed and approved by San Bernardino County in advance, such approval not to be unreasonably withheld, prior to obtaining any such Appearance Releases. At no time for the duration of this Contract, will Producer require that the Code the Enforcement Offices be closed to the public during regularly scheduled business hours.

**C.3** Rights: The County grants to Producer and its parents, affiliates, successors, subsidiaries, licensees and assigns ("Producer Parties"), the right to photograph and reproduce images of and record Code Enforcement Officers (subject to Producer obtaining approved Appearance Releases) and Code Enforcement Offices (whereby such recordings and photographs and all production related materials created by Producer shall be referred to as the "Materials"), and County grants to Producer the right to use associated property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in the Materials in connection with the Production. Producer acknowledges and agrees that County does not give Producer the permission to use the County seal or County logo, both of which are legal trademarks as more fully discussed in County Policy 03-02, except to the extent approved in writing by County and/or except to the extent such seal and/or logo and/or trademark may appear on clothing and accessories work by County personnel, vehicles, inside or outside buildings (including but not limited to the Code Enforcement Offices), and/or signage and Producer and County shall in good faith in discuss the terms of a license for said trademarks, seal and logo so to provide exposure to County and for the purposes of minimizing "blurring" in the Production. Producer Parties have the right to exploit the Materials in connection with the Production and for the advertising, marketing, exhibition, exploitation, publicity, and promotion of the Production, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity. The Producer Parties may utilize Materials that has been reviewed and approved by the County (as outlined herein) for related Production and/or derivative works. Materials that have not been previously approved must be reviewed and approved by the County prior to its use in any related Production or derivative works. As between Producer and County, County acknowledges that Producer will be the sole owner and any and all rights in the Production and the Materials, including but not limited to the copyright therein and thereto, and any and all related and ancillary rights, including but not limited to any derivative works, which for the avoidance of doubt forever, throughout the universe, in all media that now exists or is hereafter created.

**C.3.1** County Personnel: Producer agrees that the Rights in Section C.3 hereinabove do not include Code Enforcement Officers and County personnel who have not signed an Appearance Release. The Appearance Release form shall be provided by Producer, but must be in a form that is acceptable to the County at its sole discretion. County will facilitate Producer obtaining signed appearance release forms from Code Enforcement Officers and County personnel, but County does not guarantee that any or all of said persons will sign or agree to the Appearance Release. Producer acknowledges that in the course of Production that members of the public, or subjects of the Code Enforcement Actions, will be appearing recognizably on camera and that Producer will need to independently obtain Appearance Releases from said individuals.

**C.4** Security Review and Consultation Rights: Producer and County agree to the following:

**C.4.1** Consultation with County: Pursuant to the Review Process set forth in herein, Producer shall provide the designated County personnel the ability to review and comment on any segments of the Production featuring Code Enforcement Offices and/or Code Enforcement Officers solely for the purpose of ensuring that the portrayal and the representation of the Code Enforcement Department is not unfavorable, and any legal concerns which create bona fide legal risk for the County, disclosure of non-public and confidential information that is deemed confidential under this Contract, and/or safety or security risks to the County or County citizens. If no comments are received by County following the agreed timeframe, the segments will be deemed reviewed and approved by the County. Producer shall incorporate County's comments/changes into the Production.

**C.4.2** Review Process: Producer shall allow the County designee the right to be in the local control room for the Production, if applicable, or on the ground with Producer's crew to ensure protocols as set forth herein are being met; and Producer will also meet with the

County designee prior to commencement of principal photography to meaningfully consult on key Series story content for the Production. The following individuals are hereby designated as the county designees referenced herein: Martha Guzman-Hurtado and David Wert. The County designees shall have five days from the date of such meeting to provide any suggested story notes solely regarding the portrayal of Code Enforcement Department and above-referenced legal and safety concerns. Producer shall provide the County designee an initial cut ("Cut") also known as the "Rough Cut" of each episode of the Series. The County designee shall provide any comments (solely for the limited purposes set forth herein) in writing to Producer for each episode no later than five (5) days from receipt of the Rough Cut. Producer shall edit the Rough Cut to reasonably conform to such comments for change and will not include additional footage or edited footage which would require another County review (to the extent that it does, County shall be entitled to another review according to the same terms set forth hereinabove). The Producer will provide the County designee a final edited Rough Cut of each episode to screen prior to public release. For the avoidance of doubt, the County shall not have any rights related to creative decision making with respect to the Series, or any creative matters, other than the limited review rights set forth hereinabove.

- i. **County Right to Reject:** The County shall have the right to reject, and Producer may not utilize in the Series, any material that the County determines in good faith is not an acceptable portrayal of the Code Enforcement Department, discloses confidential information that is deemed confidential under this Contract, or causes any County legal, safety or security concerns, which County sets forth in writing pursuant to the Review Process set forth above. It is understood that Producer shall make the final decision regarding the creative content of the Series (excluding portrayal, safety, security, factual accuracy, disclosure of confidential information and the accurate representation of the County as contemplated hereinabove in this Section) and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
- ii. **Alternate Reviewer:** The County reserves the right to identify another individual, to replace the County designee, who will perform on behalf of the County the process identified hereinabove.

**C.4.3 Credit:** The County acknowledges that any credits or other identification of the County that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion and are at all times subject to Network approval. Notwithstanding the foregoing, Producer agrees to accord San Bernardino County and San Bernardino County Film Office an on-screen credit in substantially the form "Special Thanks to San Bernardino County Land Use Services Department and San Bernardino County Film Office" in accordance with current credit policies, for all Series episodes in which County personnel, property and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Contract by Producer.

**C.4.4 Exclusivity:** The County hereby confirms that during the Term of this Contract, the County will not (i) enter into an agreement with another media company or other third party in connection with and for the production of an television series that is substantially similar to the Production (i.e. a documentary style television program about the Code Enforcement Department). For the sake of clarity, nothing contained herein shall prohibit the County from participating in any other types of television program (e.g., news programs, including local news features) and or programming that does not depict the Code Enforcement Department engaging in Code Enforcement Actions.

- C.4.5** Filming of the Public during Code Enforcement Actions: Producer may film the public during the agreed upon production schedule as set forth hereinabove, and during certain mutually approved Code Enforcement Actions, as long as the Producer obtains the Appearance Releases that Producer and County deems necessary, for both the production company and the County.
- C.4.6** Production Design for Episodes: Attachment B identifies areas, property and buildings at the Code Enforcement Offices and elsewhere on County Property that Producer is given access to and also identifies areas, property, buildings, and/or rooms in buildings where Producer is not authorized to enter and are excluded from the Contract, including any access granted in this Contract. For the areas, property and buildings Producer is given access to, they are provided in an "As Is" condition. Producer acknowledges it has inspected the areas, buildings and property and is familiar with the current "As Is" condition and Producer assumes all liability associated with the use of these areas, buildings and property in their "As Is" condition. Producer shall clean and set dress, at no cost to the County, the areas, property and buildings that Producer is given access to as identified in Attachment B and subject to the restrictions of as set forth in Section C.2 of this Contract. Set dressings shall be removed upon completion of the filming to ensure the overall integrity of the areas, property and buildings. Producer acknowledges that any construction or repairs Producer does to the areas, property and buildings shall be subject to California Prevailing Wage laws and Producer agrees to comply with all California Prevailing Wage law requirements.
- C.4.7** Costs, Fees, and Permits: The County agrees to grant Producer the access granted herein subject to payment of all applicable fees and deposits set forth in Section 41.2408 of the San Bernardino County Code ("County Code") as provided further herein. For avoidance of doubt, Producer shall pay County the actual cost of County services that are incurred as part of the County's participation in the Production that are over and above and fall outside the normal scope of work associated with a Code Enforcement Action, including, but not limited to, the participation in production scheduling and planning, post production activities such as interviews and commentary not otherwise occurring on the commute to, from or during a Code Enforcement Action, and time associated with the review period as provided in Section C.4 of this Contract. Fees and costs of such services shall be calculated utilizing the applicable section of Chapter 16.02 of the County Code, as determined by the County, related to "Schedule of Fees" for the applicable service provided whereby any and all such costs shall collectively be referred to as "County Overages". County agrees to notify Producer in writing (email shall suffice) when County Overages begin to accrue so that Producer may budget accordingly and shall provide Producer with a schedule of fees and any other relevant financial information so as to provide Producer with transparency (permitted under County laws) related to all those costs which may potentially impact Producer's production of the Presentation and/or Series so that Producer may budget appropriately. In the event a service is not listed in the Schedule of Fees, the Parties agree that County shall select the most applicable fee in the Schedule of Fees to best cover the cost of services. Producer's obligations herein shall comply with Section F of this Contract. The County agrees to waive the filming permit fee required by Sections 16.0210A(a) and 41.2408(a) in the amount of \$258.00 for the public purposes of promoting the County by virtue of its County and County services being depicted in the Production. Producer agrees to obtain all legally required permits and licenses associated with the filming of the Series.

**D. TERM OF CONTRACT**

The term of this Contract is the period commencing on the last date signed by the parties ("Effective Date") and continuing for a period of one year or through completion of the production of the initial season of the Series, whichever occurs first ("Term"). The parties shall have the right to extend the Term of the Contract for an additional one-year period by mutual agreement. Further, the Contract may be terminated earlier in accordance with provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

**E.1** County staff will be available during regular business hours to provide assistance to Producer and personnel. This includes addressing safety concerns, escorting Producer, and personnel to restricted areas of the County property, and assisting with other needs which may arise during the production of the Series.

**F. FISCAL PROVISIONS**

**F.1** Initial Funding for the Presentation: In accordance with Section 41.2409 of the County Code, upon execution of the Contract Producer agrees to provide an initial refundable deposit in the amount of one thousand dollars (\$1,000) to be utilized by the County and drawn upon for the actual cost of County Overages incurred by County during the Producer's production of the proof of concept material during the Term. County shall provide Producer itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall draw upon the deposit to satisfy the invoice within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

**F.2** Funding for Series: In accordance with Section 41.2409 of the County Code, upon execution of the Contract Producer agrees to provide an initial refundable deposit in the amount of ten thousand dollars (\$10,000) to be utilized by the County and drawn upon for the actual cost of County Overages incurred by County during the Producer's production of the Series during the Term. County shall provide Producer itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall draw upon the deposit to satisfy the invoice within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

**F.3** Reimbursement: Upon any termination of the Contract and after reimbursement of all County services, the County shall refund all amounts remaining on deposit to Producer within thirty (30) calendar days.

**F.4** Producer shall have reasonable and customary audit rights in connection with the costs and expenses associated with any County Overages. Further, prior to commencing principal photography in connection with the Presentation and Series, if any, and in consultation with Producer, County shall provide Producer with specific costs associated with contemplated uses of County resources and personnel including but not limited to compensation and fees and fee schedules related to the use of certain personnel.

**G. REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants (i) it has the right, power and authority to enter into this Contract and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to the other party hereunder or with the performance of the each party's obligations under this Agreement; and (iii) there are no additional permissions necessary for the either party to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by each party.

**H. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**H.1 Indemnification**

The Producer agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Producer indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**H.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**H.3 Waiver of Subrogation Rights**

The Producer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Producers and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Producer and Producer's employees or agents from waiving the right of subrogation prior to a loss or claim. The Producer hereby waives all rights of subrogation against the County.

**H.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**H.5 Severability of Interests**

The Producer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Producer and the County or between the County and any other insured or additional insured under the policy.

**H.6 Proof of Coverage**

The Producer shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage prior to the Contract execution, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Producer shall maintain such insurance from the time Producer commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Producer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**H.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**H.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**H.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract, subject to Producer's ability to cure, or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Producer or County payments to the Producer will be reduced to pay for County purchased insurance.



#### **H.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Producer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- H.11** The Producer agrees to provide insurance set forth in accordance with the requirements herein for the Production of the Series. If the Producer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Producer agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Producer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**H.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the Producer and all risks to such persons under this contract. If Producer has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Producers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**H.11.2 Commercial/General Liability Insurance** – The Producer shall carry General Liability Insurance covering all operations performed by or on behalf of the Producer providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), per occurrence. The policy coverage shall include:

- i. Premises operations and mobile equipment.
- ii. Products and completed operations.
- i. Broad form property damage (including completed operations).
- ii. Explosion, collapse, and underground hazards.
- iii. Use of propane light bars accompanied by a licensed pyrotechnician.
- iv. Personal injury.
- v. Contractual liability.
- vi. \$4,000,000 general aggregate limit.

**H.11.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned vehicles. The policy shall maintain liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit. It shall apply separately to this agreement or be no less than two (2) times the occurrence limit. If the Producer is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

**H.11.4 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**H.11.5 UAS/Aircraft Liability Insurance** - When using a drone during filming in San Bernardino County an UAS/Aircraft Liability Insurance certificate and Letter of Endorsement is required naming San Bernardino County as additionally insured for the amount of \$2 million. The Insurance Certificate must read as follows, verbatim:

- i. Certificate Holder box: San Bernardino County, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA 92415-0043.
- ii. Description of Operations box: San Bernardino County and its officers, employees, agents, and volunteers are named additional insureds with respect to liabilities arising out of the performance of services hereunder.
- iii. Letter of Endorsement: San Bernardino County, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA 92415-0043 and San Bernardino County and its officers, employees, agents, and volunteers are named additional insureds with respect to liabilities arising out of the performance of services hereunder. Handwritten certificates or endorsements will not be accepted.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

I.1 Failure by Producer to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, afford Producer thereafter 30 calendar days to cure the breach, or longer as provided by notice, and terminate the Contract immediately after non-compliance. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
County Administrative Office  
385 N. Arrowhead Ave  
San Bernardino, CA 92415

Conveyor Media, LLC  
1545 Sawtelle Blvd 26  
Los Angeles, CA 90025

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. LIMITATION:**

If Producer breaches this Contract, the County agrees not to seek injunctive relief in any case or to otherwise enjoin, restrain, or restrict the production, advertising/promotion, distribution, and/or exhibition of the Production or any element thereof. This limitation shall not apply to the Producer's breach of Section C.4, related to County's Review Process of the Production, and the parties agree that the County may seek injunctive relief for the use of unapproved material and the breach of Section C.4. Further, to the extent that any third-party claims damages directly arise out of Producer's intentional tortious acts in connection with Producer's activities under this Contract, the Producer indemnifies, releases and holds County harmless from same.

**L. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**M. ELECTRONIC SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Producer have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

AGREED AND ACCEPTED:

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 12 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Elynn Monell*  
Elynn Monell, Clerk of the Board of Supervisors of the San Bernardino County Deputy



JB

CONVEYOR MEDIA, LLC

*(Print or type name of corporation, company, Producer, etc.)*  
By ► *James Bianco Jim Bianco*  
*(Authorized signature - sign in blue ink)*

Name James Bianco  
*(Print or type name of person signing contract)*

Title Head of Production  
*(Print or Type)*

Dated: 08/31/23

Address 4 sylvan rd. s  
westport. ct. 06880

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
*[Signature]*  
Jason Searles, Supervising Deputy County Counsel  
Date 9/1/23

Reviewed for Contract Compliance  
*[Signature]*  
Star Keyvanian, Administrative Manager  
Date 9/1/23

Reviewed/Approved by Department  
*[Signature]*  
Mark Wardlaw, Director  
Date 9-1-23

IN WITNESS WHEREOF, the San Bernardino County and the Producer have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

AGREED AND ACCEPTED:

SAN BERNARDINO COUNTY

CONVEYOR MEDIA, LLC

(Print or type name of corporation, company, Producer, etc.)

▶

By ▶

*James Bianco*

(Authorized signature - sign in blue ink)

Dawn Rowe, Chair, Board of Supervisors

Name James Bianco

(Print or type name of person signing contract)

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Head of Production

(Print or Type)

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By

Deputy

Dated: 08/31/23

Address 4 s. Ivan rd. s

westport. ct. 06880

FOR COUNTY USE ONLY

Approved as to Legal Form

Jason Searles, Supervising Deputy County Counsel

Date 9/1/23

Reviewed for Contract Compliance

Star Keyvarian, Administrative Manager

Date 9/1/23

Reviewed/Approved by Department

Mark Wardlaw, Director

Date 9-1-23

## ATTACHMENT A

### PREVAILING WAGE REQUIREMENTS

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
  - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
    - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
    - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.



(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
  - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
  - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
  - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
  - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
  - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

**b. Employ Registered Apprentices**

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

**c. Make Training Fund Contributions**

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

## ATTACHMENT B

Producer shall have the right to make use of the following Offices:

**San Bernardino Code Enforcement**

268 W. Hospitality Lane, 4<sup>th</sup> Floor, Suite 300, Land Use Services Office, San Bernardino, CA 92415-0185

**San Bernardino County Government Center**

385 N. Arrowhead Ave., 1<sup>st</sup> Floor, Land Use Services Office, San Bernardino, CA 92415-0187

**Big Bear Lake**

477 Summit Blvd., Land Use Services Office, Big Bear Lake, CA 92315

**High Desert Government Center**

15900 Smoke Tree St., 1<sup>st</sup> Floor, Land Use Services Office, Hesperia, CA 92345

**Joshua Tree - Bob Burke Government Center**

63665 Twentynine Palms Hwy., 1<sup>st</sup> Floor, Land Use Services Office, Joshua Tree, CA 92252

**Twin Peaks**

26010 Highway 189, Land Use Services Office, Twin Peaks, CA 92391



## ATTACHMENT C Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Producer must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Producer: Conveyor Media LLC

2. Name of Principal (i.e., CEO/President) of Producer, if the individual actively supports the matter and has a financial interest in the decision:

Colin Whelan

3. Name of agent of Producer:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	



8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No  If no, please skip Question No. 9 and sign and date this form.

Yes  If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Producer certifies that the statements made herein are true and correct. Producer understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.