



RESOLUTION

AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CO-SPONSORSHIP AGREEMENT WITH NFL PROPERTIES, LLC REGARDING THE 2014 PRO BOWL AND RELATED PRE-GAME ACTIVITIES AND AUTHORIZING THE USE OF THE CITY'S SEAL IN CONNECTION THEREWITH

WHEREAS, NFL PROPERTIES LLC ("NFLP"), an affiliate of the National Football League (the "NFL"), has held its annual Pro Bowl, a professional football all-star game at Aloha Stadium almost every year since 1980; and

WHEREAS, the City has co-sponsored past Pro Bowls and related pre-game activities (the "Event"), and as part of its past co-sponsorship has supplied significant logistical support to the Event in the form of police, traffic, refuse and parks services necessary to ensure the public's health, safety, welfare and convenience; and

WHEREAS, the Event economically benefits the City by drawing thousands of visitors to Honolulu, generates business for the visitor services industry and creates Event-related recreational opportunities for the public; and

WHEREAS, by again co-sponsoring the Event the City seeks to serve the public purpose of promoting economic and recreational interests and activities within the City and County of Honolulu; and

WHEREAS, the Mayor proposes to formalize the City's co-sponsorship by entering into a Co-Sponsorship Agreement with NFLP in the proposed form attached hereto as Exhibit A; and

WHEREAS, in accordance with Sections 1-8.1 and 1-8.2(a), Revised Ordinances of Honolulu 1990, as amended ("ROH"), any "private grant" agreement or amendment thereto which places an obligation upon the City or any department or agency thereof requires the prior consent and approval of the City Council; and

WHEREAS, the Co-Sponsorship Agreement provides for NFLP to furnish assistance to the City in the form of program support, which support has a value in excess of \$2,500 in obligations upon the City; and

WHEREAS, based on agreement terms that both impose obligations on the City and furnish program support to the City, the Co-Sponsorship Agreement meets the definition of a "private grant"; and



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## RESOLUTION

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WHEREAS, Section 1.2.1. of the Co-Sponsorship Agreement provides that NFLP may use the City's seal or logo for display in conjunction with NFLP's logo on (a) all Event print advertisements of one-half (1/2) page or larger; (b) all Event advertisements and segments shown on local television stations; (c) all 2014 Pro Bowl game programs; (d) all banners produced in connection with the Pro Bowl All-Star Block Party Waikiki; and (e) the Pro Bowl Week Activity Guide; and

WHEREAS, pursuant to Section 41-1 .2(b)(1), ROH, such use of the City seal on souvenir game programs sold in connection with the City's official co-sponsorship of the Pro Bowl may be authorized by the City Council; and

WHEREAS, use of the seal in Event advertising is appropriate as a public acknowledgment by the NFLP of the City's official co-sponsorship and support of the Event; now therefore

BE IT RESOLVED by the Council of the City and County of Honolulu, State of Hawaii, that the Mayor or his Designee is hereby authorized to enter into the Co-Sponsorship Agreement, substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the Council of the City and County of Honolulu, State of Hawaii, that NFLP and the City are hereby authorized to use the City's seal in connection with the Event, as described in Section 1.2.1. of the Co-Sponsorship Agreement; and



RESOLUTION

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu, State of Hawaii, that the Clerk be, and is hereby directed to transmit copies of this Resolution to the Mayor, Minnie Ko of the Office of Economic Development, and Nelson H. Koyanagi of the Department of Budget and Fiscal Services, 530 South King Street, Room 208, Honolulu, Hawaii 96813.

INTRODUCED BY:

*[Handwritten signature]* (br)

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DATE OF INTRODUCTION:

NOV 13 2013  
Honolulu, Hawaii

Councilmembers

**CO-SPONSORSHIP AGREEMENT  
BETWEEN  
NFL PROPERTIES LLC AND  
CITY AND COUNTY OF HONOLULU,  
OFFICE OF ECONOMIC DEVELOPMENT AND  
DEPARTMENT OF BUDGET AND FISCAL SERVICES**

**NFL PROPERTIES LLC** (“NFLP”), a Delaware limited liability company, with offices at 345 Park Avenue, New York 10154, and the **City and County of Honolulu**, a municipal corporation, by its **Office of Economic Development and Department of Budget and Fiscal Services** (the “City”), enter into this Co-Sponsorship Agreement regarding the 2014 **Pro Bowl**, a professional football all-star game to be held on January 26, 2014 at Aloha Stadium, and related pre-game activities to be held in the City and County of Honolulu (collectively, the “Event”).

BACKGROUND

NFLP is an affiliate of the National Football League (the “NFL”), which has held its annual Pro Bowl all-star game at Aloha Stadium almost every year since 1980.

The City seeks to promote economic and recreational interests and activities in the City and County of Honolulu.

The City co-sponsored the 2012 and 2013 Pro Bowls and supplied significant logistical support to ensure that services necessary for the public’s health, safety, welfare and convenience were available for all co-sponsored activities.

The cost to the City of Pro Bowl co-sponsorship was more than offset by (i) the economic benefits of drawing visitors to the City and County of Honolulu and drawing business to the City, and (ii) the recreational benefits to the public of conducting said event and related activities.

The City anticipates that engaging in Pro Bowl co-sponsorship again this year will yield the same benefits to the public and the City.

Because of the public benefits described above, the Mayor finds that this Co-Sponsorship Agreement for support of the Event between NFLP and the City serves a public purpose.

## AGREEMENT

NFLP and the City (collectively, the “Parties”) enter into this Co-Sponsorship Agreement (this “Agreement”) and agree as follows:

### **1. COMMON CO-SPONSORSHIP RESPONSIBILITIES.**

1.1. Each Party shall designate a primary contact for all matters relating to this Agreement.

1.2. The City shall allow NFLP to utilize the City’s seal or logo, as outlined below:

1.2.1. NFLP, at no expense, may use the City seal or logo for display in conjunction with NFLP’s logo on the following materials: (a) all Event print advertisements of one-half (1/2) page or larger; (b) all Event advertisements and segments shown on local television stations; (c) all 2013 Pro Bowl game programs; (d) all banners produced in connection with the Block Party (as defined below); and (e) the Pro Bowl Week Activity Guide.

1.2.2. NFLP shall comply with the City’s requirements as described below and any required design specifications.

(a) The City’s seal shall only be used as expressly stated in this Agreement. The City seal shall remain the sole property of the City.

(i) NFLP shall not modify, alter, or change the words, symbols, graphics, design, or content of the City’s seal or logo for any reason; or

(ii) copy, reprint or otherwise use the City seal or logo for any reason in advertising or promotion in connection with the distribution and promotion of any other event, program, production or film.

(b) The City does not grant or transfer any trademark or other intellectual property rights in the City seal or logo to NFLP. NFLP acknowledges City’s ownership of the City seal and logo. NFLP agrees that it shall do nothing inconsistent with such ownership, and that nothing in this Agreement shall give NFLP any right, title or interest in the City’s seal and/or logo.

(c) NFLP shall not use the City seal or logo in connection with any matter that is or contains any content, data, work, or materials that is

inaccurate, offensive, defamatory, harassing, malicious, or that would reflect adversely on the reputation or competence of the City.

- (d) NFLP shall not state or imply directly or indirectly that NFLP or its operations or activities are supported, endorsed, or sponsored by the City, directly or indirectly, except as otherwise provided by this Agreement, and upon the direction of the City, shall issue express disclaimers to this effect.
- (e) NFLP shall not be required to pay any royalty fee or compensation to the City for the use of the City seal.
- (f) This non-exclusive license to NFLP to use the City seal for the Event (this "**License**") shall not be assigned or transferred to any other person or entity. NFLP shall not have the right to grant sublicenses.
- (g) The term of the License shall begin on the Effective Date of this Agreement and shall expire automatically on January 27, 2014, unless otherwise extended in writing by the City. The City shall have the right to terminate the License, with or without cause, at any time, upon written notice to NFLP.
- (h) The City authorizes NFLP to solicit and enter into a contract with a third-party vendor to use the City seal for the sole purpose of printing or otherwise reproducing or affixing the City seal on the items set forth in Paragraph 1.2.1. of this Agreement, and as approved by the Director of the Department of Budget and Fiscal Services. NFLP represents, warrants, and agrees that third-party vendors that are selected to print or otherwise reproduce or affix the City seal on the items specified in this Agreement shall not use the City seal for any other purpose other than to print, reproduce, or affix the City seal on the items specified in this Agreement, and shall dispose of any copy, facsimile, print or any duplication, original or otherwise, of the City seal upon completion of the printing, reproduction, or affixing.
- (i) NFLP understands and agrees that the City shall not be required to expend any funds to pay for any cost of printing or otherwise reproducing or affixing the City seal on the items set forth in Paragraph 1.2.1. of this Agreement, and that all costs associated with the printing of the items shall be borne solely by NFLP.
- (j) At the City's request, NFLP will immediately make available, at no cost to the City, copies of NFLP's promotional material containing the City seal or logo.

2. **CITY'S CO-SPONSORSHIP RESPONSIBILITIES.** City agrees to the following responsibilities:

- 2.1. The City shall provide NFLP with the use of the City seal and logo, as provided in this Agreement.
- 2.2. The City shall provide NFLP with all materials, items and logos reasonably deemed necessary by the Parties to conduct the Co-Sponsored Activities (as defined below).
- 2.3. The City shall provide NFLP with assistance and coordination on all requirements (including, but not limited to, all permits) reasonably deemed necessary by the Parties to conduct the following, collectively referred to as the "**Co-Sponsored Activities**":
  - (i) Pro Bowl 'Ohana Day at Aloha Stadium, scheduled for January 25, 2014 ("**Ohana Day**");
  - (ii) NFL/HTA Youth Football and Cheerleading Clinics at Kapiolani Park, scheduled for January 25, 2014 (the "**Clinics**"); and
  - (iii) Pro Bowl All-Star Block Party Waikiki at Kalakaua Avenue, scheduled for January 25, 2014 (the "**Block Party**");

Such assistance and coordination shall be provided at times determined by the City and as set forth on the applicable permits.

- 2.4. In connection with the Block Party, the City shall provide NFLP with the following items:
  - 2.4.1. Assistance and coordination on garbage pickup and clean-up, including, but not limited to, the use of at least three (3) trash trucks, one hundred twenty (120) trash receptacles, and the deployment of street sweepers after the Block Party.;
  - 2.4.2. Honolulu Police Department ("**HPD**") officer support, as reasonably deemed necessary by the Parties; and
  - 2.4.3. Support from the Department of Parks and Recreation ("**DPR**"), Department of Facility Maintenance ("**DFM**"), Honolulu Emergency Services Department ("**EMS**"), Honolulu Fire Department ("**HFD**"), Department of Transportation Services ("**DTS**") and Department of Enterprise Services ("**DES**"), including, but not limited to, (i) traffic management, (ii) provision of parking spaces at Kapiolani Park and behind Waikiki Shell, (iii) setup of a centrally located command center staffed with EMS and HPD personnel, and (iv) fire extinguisher placement, as reasonably deemed necessary by the Parties.

- 2.5. In connection with the Clinics, DPR shall waive deposit fees related to use of Kapiolani Park.
- 2.6. The City shall provide NFLP with assistance and coordination with all requirements reasonably deemed necessary by the Parties to display 2014 Pro Bowl Week banners. NFLP hereby agrees to underwrite all costs in connection with the display of such banners.
- 2.7. The City shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of NFLP in each instance (such consent to be granted or withheld in NFLP's sole discretion). For the purposes of this Agreement, "**NFL Marks**" means the names, symbols, emblems, designs, and colors of the NFL and its member professional football clubs (the "**Member Clubs**"), including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. The City acknowledges and agrees that all right, title and interest in and to the NFL Marks belongs to NFLP and the Member Clubs. The City agrees that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary in the Agreement, the City recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. The City recognizes that the great value and goodwill associated with the NFL Marks belongs to NFLP and the Member Clubs and that the NFL Marks have secondary meaning.

3. **NFLP'S CO-SPONSORSHIP RESPONSIBILITIES.** NFLP agrees to the following responsibilities:

- 3.1. NFLP shall coordinate, manage and organize all applications, registration and/or sign-up of Event participants.
- 3.2. NFLP shall receive all cash payments and/or checks made payable to NFLP or its affiliates for Event fees.
- 3.3. NFLP shall be the designated exclusive and sole solicitor of donations and/or contributions from individual or corporate donors, third-party suppliers and/or vendors. Any and all contributions shall be made directly to NFLP and shall not in any way be attributed to or received by the City.

- 3.4. NFLP shall procure and maintain, at its sole cost and expense, any and all reasonably necessary insurance for death, injuries, losses and damages arising out of and/or related to the Event, including any other insurance that may be required under the laws, ordinances or regulations of any governmental authority, including the following:
- 3.4.1. Workers' Compensation and Employer's Liability Insurance. NFLP shall maintain workers' compensation and employers' liability insurance in accordance with state law. Workers' compensation coverage shall be in accordance with state statutes. Employer's liability limits shall be not less than \$100,000 each accident. Such insurance shall include a waiver of subrogation in favor of the City.
  - 3.4.2. Commercial General Liability and Umbrella Liability Insurance. NFLP shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with combined limits of not less than \$5,000,000 per occurrence and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, Host Liquor Liability, and blanket contractual liability to include business contracts. The City, its officers and employees shall be included as additional insureds under the CGL and under the commercial umbrella, if any.
  - 3.4.3. All required policies shall:
    - (a) Provide for thirty (30) days notice of cancellation (except for nonpayment of premium). NFLP shall promptly notify the City within seven (7) calendar days of receipt of any notice of cancellation and shall provide proof of reinstatement or replacement of such policy before such cancellation becomes effective;
    - (b) Be primary and non-contributory to any other insurance or self-insurance afforded to the City, its officers and employees.
  - 3.4.4. The City has the right to require additional coverage at any time, typically due to special circumstances of the Event.
  - 3.4.5. Upon signing this Agreement, NFLP shall provide and maintain a certificate(s) of insurance, executed by a duly authorized representative of the insurer(s) and approved by the City. If, for any reason, NFLP fails to provide acceptable proof of insurance at least fifteen (15) days prior to the starting date of the Event that evidences all applicable and required insurance coverage from the commencement of this Agreement and continuing through the end of the Agreement, the City, at its sole discretion, shall have the option and right to purchase insurance on behalf

of NFLP, at its sole expense. NFLP's failure to maintain the required insurance through the end of the Event shall be a material breach of contract.

- 3.5. NFLP shall procure any and all necessary signs, banners, plaques, trophies and programs at its sole cost and expense necessary for the Event.
- 3.6. NFLP shall procure any and all necessary food and beverages for participants of the Event, including any volunteers.
- 3.7. NFLP shall provide all necessary manpower to ensure the orderly and efficient registration, sign-in and/or participation of all Event attendees, except as otherwise provided by this Agreement.
- 3.8. NFLP shall provide the City with recognition as a sponsor of 'Ohana Day.
- 3.9. In connection with the Block Party, NFLP shall provide the City with the following items:
  - 3.9.1. Co-presenting sponsorship of one (1) event at the Block Party, such event to be mutually agreed upon by the Parties;
  - 3.9.2. A tented area near Block Party emergency medical services, for the stationing of HPD personnel; and
  - 3.9.3. Space for HPD personnel in the Block Party command center at Royal Hawaiian Shopping Center, as mutually agreed upon by the Parties, to facilitate the dispatch of HPD officers to specific Block Party locations.
- 3.10. NFLP shall designate the City as a sponsor in the NFL PLAY 60 program, a campaign to fight childhood obesity. NFLP shall provide the City with support and materials reasonably deemed necessary by the Parties for the City's initiation into the program. NFLP shall promptly coordinate a media announcement of such relationship.
- 3.11. The NFLP shall indemnify and hold harmless the City, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefor including reasonable attorney fees and cost of defense, caused by error, omissions or negligence in the performance of the contract by the NFLP or the NFLP's subcontractors, agents and employees and this requirement shall survive the termination of contract.

4. **ADDITIONAL CONTRIBUTIONS BY NFLP.** NFLP agrees to provide the City with the following items, which may be transferred to other persons at the City's sole discretion:

4.1. A minimum of four hundred (400) General Admission tickets to the 2013 Pro Bowl, to be used as part of a Youth Clinic giveaway (exact number to be determined by NFLP).

4.2. A minimum of forty (40) football registration slots for the Youth Clinics (exact number to be determined by NFLP).

5. **GENERAL RESPONSIBILITIES.**

5.1. This Agreement does not abrogate the responsibility of NFLP, or its agents, employees, contractors, or volunteers to comply with federal, state and City laws, rules, and regulations, including, but not limited to, the City's ordinances, rules and regulations relating to City sponsored and/or co-sponsored events and the City's Human Resources and anti-discrimination policies.

5.2. Sexual harassment. NFLP hereby pledges to fully comply with (i) the provisions of ROH Chapter 1, Article 18, on sexual harassment; and (ii) the City's Sexual Harassment Policy, as set forth in Exhibit A attached hereto.

5.3. All organizations and individuals are welcome to participate in the Event, subject to reasonable, viewpoint-neutral, non-discriminatory conditions for participation in the Event, including, but not limited to, conditions relating to the purpose of the Event, the number of participants, and the length of the Event. No organization or individual shall be denied the right to participate in the Event based upon the viewpoint of the organization and/or individual or on the basis of the race, color, sex, marital status, religion, national origin, ancestry, age, disability, sexual orientation, or any other legally protected characteristic of its members.

5.4. The City may provide additional logistical support to NFLP to the extent feasible and to the extent reasonably necessary to protect the public health, safety, welfare and convenience. NFLP must provide the City with a written request regarding any such additional logistical support at a reasonable time prior to the relevant Event activity.

5.5. City officials and employees may assist with the Event in their personal capacities. Names and official telephone numbers of City officers or employees shall not be listed in their official capacities as contact persons for individuals wishing to participate in the Event.

5.6. The Parties understand and agree that the Event is secular and is not religious in nature or intended to advance or inhibit religion.

- 5.7. Failure to comply with the requirements of this Agreement shall result in the termination of the City's obligations under this Agreement, but not of NFLP's obligations to the City under this Agreement.
- 5.8. This Agreement is effective as of June 12, 2013 (the "**Effective Date**") and shall remain in effect until either (i) the date upon which all obligations under this Agreement have been performed, or (ii) the date of expiration of those certain governmental appropriation(s) made to finance the City's obligations under this Agreement (pursuant to Section 9-305 of the Revised Charter of Honolulu, as amended), whichever date is sooner.
- 5.9. This Agreement constitutes the entire agreement between the Parties regarding the City's co-sponsorship of the Event. This Agreement may not be modified except as agreed to by the Parties in writing.
- 5.10. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective.
- 5.11. Notice under this Agreement shall be in writing and shall be delivered by hand, by certified mail, or by common carrier. Notice by hand delivery is deemed effective immediately, by certified mail is deemed effective three (3) days after deposit in U.S. Post Office, or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Notice to a Party shall be addressed as follows:

CITY:

Minnie Ko  
 Executive Director  
 Office of Economic Development  
 530 South King Street, Suite 306  
 Honolulu, Hawaii 96813

NFLP:

Frank Supovitz  
 Senior Vice President of Events  
 NFL Properties LLC  
 345 Park Avenue  
 New York, New York 10154

- 5.12. The laws of the State of Hawaii shall govern this Agreement. If any portion of the Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid and the remaining portions shall be in full force and effect.
- 5.13. No waiver or failure to exercise any right, option or privilege under the term of this Agreement on any occasion shall be construed to be a waiver of any other rights, option or privilege on any other occasion.

- 5.14. The signatories and Parties to this Agreement represent that the signatories executing this document are fully authorized to enter into this Agreement. All terms and conditions of this Agreement shall be binding upon the Parties, their successors and assigns.
- 5.15. The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which constitute only one original. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile transmission or delivered by scanned image (e.g., .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

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CITY AND COUNTY OF HONOLULU,  
OFFICE OF ECONOMIC DEVELOPMENT

NFL PROPERTIES LLC,  
a Delaware limited liability company

\_\_\_\_\_  
By  
Its Director

CITY AND COUNTY OF HONOLULU,  
DEPARTMENT OF BUDGET AND  
FISCAL SERVICES

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
By  
Its Director

APPROVED:

\_\_\_\_\_  
Mayor, City and County of Honolulu

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

## Exhibit A

### **SEXUAL HARASSMENT POLICY**

**GENERAL.** The contractor must comply with Revised Ordinances of Honolulu (ROH) section 1-18, on sexual harassment. The contractor shall have and enforce a policy prohibiting sexual harassment. The contractor's sexual harassment policy must set forth the same or greater protection than those contained or required by the ordinance. Section 1-18, ROH is on file and available for viewing in the Purchasing Division. Contractors needing a copy may pick up the copy from the Office of the City Clerk, Room 203, City Hall, 530 South King Street, Honolulu, Hawaii.

The ordinance is applicable to the employer's business and includes:

- (1) Prohibitions against an officer's or employee's sexual harassment of the following:
  - (a) Another officer or employee of the employer;
  - (b) An individual under consideration for employment with the employer; or
  - (c) An individual doing business with the employer;
- (2) A provision prohibiting a management or supervisory officer or employee from knowingly permitting a subordinate officer or employee to engage in the sexual harassment prohibited under paragraph (1) above;
- (3) A prohibition against retaliation towards an officer, employee, or individual who has complained of sexual harassment, conducted an investigation of a complaint, or acted as witness during an investigation of a complaint;
- (4) A prohibition against a malicious false complaint of sexual harassment by an officer, employee, or individual;
- (5) Provisions allowing an officer, employee, or individual to make a sexual harassment complaint to an appropriate management, supervisory, or personnel officer or employee;

(6) Procedures for investigating a sexual harassment complaint in an unbiased, fair, and discreet manner with appropriate safeguards to maintain confidentiality and protection from embarrassment;

(7) A provision requiring the use of the "reasonable person of the same gender standard," to determine if sexual harassment has occurred. Under the standard, sexual harassment shall be deemed to have occurred if the alleged offender's conduct would be considered sexual harassment from the perspective of a reasonable person of the same gender as the alleged victim. If the alleged victim is a woman, the "reasonable person of the same gender standard" shall be equivalent to and may be called the "reasonable woman standard;"

(8) Disciplinary actions which may be imposed on an officer or employee who committed prohibited act; and

(9) For an employer with at least five employees, a provision requiring the annual viewing of a video on the sexual harassment policy by each management or supervisory officer or employee.

**POLICY TERM.** The policy required under this section shall be in effect for at least the duration of the contractor's contract with the City.

**PLEDGE AND ACCEPTANCE.** The action of the contractor signing the contract shall constitute the contractor's pledge and acceptance of the provisions for the sexual harassment policy as required by section 1-18, HRS.