TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL  

FROM (DEPARTMENT): Department of General Services  

CONTACT PERSON: Len Applebaum  
PHONE: 213-928-9596  

DATE: July 29, 2009  

CONTRACT NO.: C-115759  

COUNCIL FILE NO.:  

ADOPTED BY COUNCIL:  

APPROVED BY BPW:  

CONTRACTOR NAME: Getty House Foundation  

TERM OF CONTRACT: July 1, 2009 THROUGH: June 30, 2010  

TOTAL AMOUNT: $118,000.00  

PURPOSE OF CONTRACT:  
To partly fund the services of the Getty House Foundation in the management, operation and maintenance of the Getty House. The Getty House is the official residence of the Mayor of Los Angeles and may be visited by the public.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET
AGREEMENT TO PARTLY FUND THE ACTIVITIES
OF THE GETTY HOUSE FOUNDATION

This Agreement ("Agreement" herein) to partly fund services provided by the Getty House Foundation is entered into between the City of Los Angeles, a municipal corporation, ("CITY" herein), and the Getty House Foundation, a private non-profit corporation, ("CONTRACTOR" herein). This contract consists of 32 pages, including attachments, and exhibits with reference to the following facts:

A. The CITY's Budget (Department of General Services Fund) for the fiscal year ending June 30, 2010, includes an appropriation of one hundred eighteen thousand dollars ($118,000) to partially fund the CONTRACTOR'S activities. The CONTRACTOR understands that said funds will be disbursed to it only in accordance with the provisions of this Agreement.

B. The CONTRACTOR oversees all activities, including management and maintenance, of the Getty House located at 605 South Irving Boulevard Los Angeles, CA. The Getty House is the official residence of the Mayor of Los Angeles and may be visited by the public.

C. The CONTRACTOR'S activities increase the well being of the CITY and, therefore, the CONTRACTOR'S services constitute a public purpose for which financial assistance may be provided.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the above premises and of the covenants, agreements and representations set forth below, hereby covenant, agree and represent as follows:

1. TERM OF AGREEMENT

This term of Agreement shall commence on July 1, 2009 and terminate on June 30, 2010.

2. CONTRACTOR'S ACTIVITIES

The CONTRACTOR will utilize the funds procured under this agreement to assist with costs associated with the ongoing management and maintenance of the Getty House, which serves as the official residence of the Mayor of Los Angeles, located at 605 South Irving Boulevard Los Angeles, California. The total amount to be provided for the purposes of this Agreement shall not exceed one hundred eighteen thousand dollars ($118,000).
The CONTRACTOR shall use the funding from the CITY in partial payment of the following items: House Staff (Payroll & OT), Cleaning Services, Payroll Taxes and Unemployment, Medical Benefits, Payroll Processing, Maintenance & Repairs, Upgrades and Improvements, Phone/Internet/Utilities costs, Content & Fine Art Insurance Premiums, Offsite Storage, Office & Administrative Expenses, and Materials & Maintenance Supplies.

The CONTRACTOR shall obtain all necessary licenses and permits and shall suitably inform the public that the CONTRACTOR'S activities are partially funded by the City.

3. AMOUNT OF PAYMENT

The CONTRACTOR shall be paid by the CITY for allowable costs incurred in engaging in the activities set forth in Paragraph 2 hereof during the term of this Agreement in a total amount not to exceed one hundred eighteen thousand dollars ($118,000) by submitting a REQUEST FOR PAYMENT including therein a proposed budget which indicates the estimated costs to be incurred by the CONTRACTOR for which payment is requested in a form to be prescribed by the CITY. Said costs shall be allowable if they reasonably relate to the activities performed by the CONTRACTOR as described in Paragraph 2 hereof.

4. REQUEST FOR ADVANCE PAYMENT

a. At any time after this Agreement becomes effective, the CONTRACTOR may submit requests for advance payment in amounts as CONTRACTOR considers appropriate and necessary for continued operation throughout the term of this agreement limited to the total amount specified in Paragraph 2. Such requests shall be submitted on a form to be prescribed by the CITY including therein a proposed estimate of costs to be incurred by the CONTRACTOR and shall be signed under PENALTY OF PERJURY by the CONTRACTOR'S representative designated in this agreement. The CITY reserves the right to make payments in increments that the CITY deems appropriate but not to exceed the total amount of one hundred eighteen thousand dollars ($118,000).

b. Copies of documentation to support all the expenditures of the advances must be submitted to and approved by the CITY'S representative with the CLOSE-OUT STATEMENT as referenced in Paragraph 5 of the contract.

5. PAYMENT

a. Upon approval of each REQUEST FOR PAYMENT by the CITY's representative, the CITY shall pay the CONTRACTOR the approved amount for allowable costs, which in total, shall not exceed the sum of one hundred eighteen thousand dollars ($118,000).

b. No later than August 16, 2010, the CONTRACTOR shall submit a CLOSEOUT STATEMENT prepared on a form to be prescribed by the CITY and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). The CITY shall not be obligated to fund the
CONTRACTOR for any subsequent fiscal year appropriations which may be made by the CITY's Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by the CITY's representative. Said CLOSE-OUT STATEMENT shall include documentation which supports expenditure of any costs which have not previously been submitted to and approved by the CITY's representative.

c. Any portion of any advance payment made or not expended or obligated by the CONTRACTOR or not approved by the CITY's representative shall be paid back to the CITY no later than August 16, 2010. Such payment will accompany the CLOSE-OUT STATEMENT.

d. The CONTRACTOR must submit a REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to one year after the termination date. The CITY shall have no obligation to pay any REQUEST FOR PAYMENT after said period.

6. MONIES TO BE USED FOR CURRENT EXPENSES

The monies expended by the CITY hereunder are to be used by the CONTRACTOR to meet expenses incurred during the term of this Agreement. The CONTRACTOR may not submit a REQUEST FOR PAYMENT, nor may the CITY pay any portion of any liability of the CONTRACTOR existing prior to the term of this Agreement. Expenses incurred and paid within the term of this agreement prior to the execution date of this agreement are hereby ratified by the CITY.

7. ESTABLISHMENT OF SEPARATE ACCOUNTS AND RECORDS

Any and all funds disbursed by the CITY to the CONTRACTOR and any interest and proceeds generated thereby shall be held in trust for the purposes of this Agreement and shall be placed in a separate account solely for those funds, and all allowable expenditures shall be drawn from that account. Any funds remaining in said account which are in excess of the allowable expenditures as provided herein shall be returned to the City within forty-five (45) calendar days after the termination date of this Agreement.

8. BOOKS OF ACCOUNT-FINANCIAL RECORDS

The CONTRACTOR shall maintain and preserve books of account and records of financial transactions regarding the expenditure of CITY funds pursuant to this Agreement. Said books and records shall accurately reflect monies received from the CITY by date and amount, and CITY monies expended by name of vendor, description of goods or services purchased, date of purchase, and price. The CONTRACTOR shall retain such books and records for at least three years following the expiration date of this Agreement. At any time during the term of this Agreement or within three years following the expiration date of the Agreement, said books and records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S Representative.

9. CONTRACT REPRESENTATIVES
i. CONTRACTOR'S Representative

The CONTRACTOR hereby appoints Mattie McFadden-Lawson, President, or her designee, to represent the CONTRACTOR with respect to all matters connected with this Agreement. Said Representative(s) shall be personally responsible for submitting all of the forms and statements as required by this Agreement.

ii. CITY'S Representatives

The General Manager of the Department of General Services, or his designee shall represent the CITY with respect to all matters connected with this Agreement, provided, however, that any matter which would increase the CITY's financial obligation hereunder will require the approval of the CITY's Council and Mayor.

10. NOTICES

The following addresses shall serve as the places to which notices and other correspondence between the parties shall be sent:

CONTRACTOR's address: Getty House Foundation
Attn: Mattie McFadden-Lawson, President
605 South Irving Blvd.
Los Angeles, CA 90005

CITY's address: City of Los Angeles
Department of General Services
111 East 1st Street, Room 701
Los Angeles, CA 90012

11. STANDARD PROVISIONS FOR CITY CONTRACTS

The STANDARD PROVISIONS FOR CITY CONTRACTS are included herein by this reference and a copy of said provisions dated October 2003 is attached hereto as PSC-1 through PSC-29 inclusive.

12. EXHIBITS

The following exhibits are included herein by this reference and a copy of said exhibits are attached hereto:

EXHIBIT 1-INSURANCE REQUIREMENTS
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed:

THE CITY OF LOS ANGELES,
A municipal corporation,

By TONY M. ROYSTER
General Manager
Department of General Services

Date 7/20/09

GETTY HOUSE FOUNDATION,
A California Nonprofit Public Benefit Corporation,

By MATTIE MC FADDELLAWSON
President

Date 7/16/09

Attest:

JUNE LAGMAY, City Clerk

Date 7/30/09

APPROVED AS TO FORM
CARMEN TRUTANICH, City Attorney

Date 7-24-09

By WILLIAM KYSELLA
Deputy City Attorney

By MARIE McTEAGUE
Deputy City Attorney
STANDARD PROVISIONS
FOR CITY CONTRACTS


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

PSC-2. Number of Originals.

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

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. CONTRACTOR/CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract. If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining portions of provisions shall not be affected thereby.

PSC-4. Time of Effectiveness.

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

(A) This Contract has been signed on behalf of the CONTRACTOR/CONSULTANT by the person or persons authorized to bind the CONTRACTOR/CONSULTANT hereto;

(B) This Contract has been approved by the CITY'S Council or by the Board, officer or employee authorized to give such approval;
(C) The Office of the City Attorney has indicated in writing its approval of this Contract as to form and legality;

(D) This Contract has been signed on behalf of the CITY by the person designated to so sign by the CITY’S Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

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

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

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


Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver

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

PSC-10. Independent CONTRACTOR/CONSULTANT.

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

PSC-11. Prohibition Against Assignment or Delegation.

The CONTRACTOR/CONSULTANT may not, unless it has first obtained the written permission of the CITY;

(A) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

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

PSC-12. Permits.

The CONTRACTOR/CONSULTANT and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONTRACTOR’S/CONSULTANT’S performance hereunder and shall pay any fees required therefore. CONTRACTOR/CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.


The CONTRACTOR/CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, the CONTRACTOR/CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person’s race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONTRACTOR/CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONTRACTOR/CONSULTANT shall also comply with all rules, regulations, and policies of the CITY’S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR/CONSULTANT relating to the Contract, to the extent allowed hereunder shall be subject to the provisions of this paragraph. Failure of the CONTRACTOR/CONSULTANT to comply with this requirement or to obtain the
compliance of its subcontractors with such obligations shall subject the CONTRACTOR/CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR/CONSULTANT contract with the CITY.


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


The CONTRACTOR/CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY’S Business Tax Ordinance (Article 1, Chapter 2, section 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the CONTRACTOR/CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR/CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR’S/CONSULTANT’S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the Contract by the CONTRACTOR/CONSULTANT or its
SUBCONTRACTORS of any tier. The provisions of this paragraph shall survive termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting CONTRACTOR’S/CONSULTANT’S indemnification of the CITY, CONTRACTOR/CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR/CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen. 146/IR in Exhibit 1 hereto, covering its operations hereunder). Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide CITY at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY’S insurance program. Except when CITY is a named insured, CONTRACTOR’S/CONSULTANT’S insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

B. Modification of Coverage

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

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by CONTRACTOR/CONSULTANT. The required coverages and limits are subject to availability on the open market at reasonable cost as
determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR'S/CONSULTANT'S insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

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

D. Workers' Compensation

By signing this Contract, CONTRACTOR/CONSULTANT hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.


This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. CONTRACTOR/CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit 2 and incorporated herein by this reference. Pursuant to this ordinance, CONTRACTOR/CONSULTANT shall 1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; 2) certify that the principal owner(s) of CONTRACTOR/CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; 3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and 4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of CONTRACTOR/CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of CONTRACTOR/CONSULTANT to comply with
any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the CONTRACTOR/CONSULTANT under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR/CONSULTANT by the CITY. Any subcontract entered into by the CONTRACTOR/CONSULTANT relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the CONTRACTOR/CONSULTANT to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR/CONSULTANT under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR/CONSULTANT by the CITY.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR/CONSULTANT assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Worker Retention Ordinance
(Note: This provision does not apply to Fire & Police Pensions)

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et.seq. of the Los Angeles Administrative Code, as amended from time to time and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.35 et.seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract.
CONTRACTOR’S/CONSULTANT’S delivery of executed pledges form each subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT with respect to such pledges and fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.

3. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer’s compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.

5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO or both.

C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed
of under procedures described therein through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than twelve dollars ($12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.


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

PSC-22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY’S representative at any time during the term of this contract or within the three years following the final payment made by the CITY hereunder or the termination date of this contract, whichever occurs last. CONTRACTOR/CONSULTANT shall provide any reports requested by the CITY regarding performance of this Contract.
PSC-23. Discount Terms.

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

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et.seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR’S/CONSULTANT’S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect such employees. The CONTRACTOR/CONSULTANT further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s) as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the contract.

PSC-25. Warranty and Responsibility of CONTRACTOR/CONSULTANT

CONTRACTOR/CONSULTANT warrants that the work performed hereunder shall be complete in a manner consistent with professional standards practiced among those firms within CONTRACTOR’S/CONSULTANT’S profession, doing the same or similar work under the same or similar circumstances.
PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

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

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by CONTRACTOR/CONSULTANT under this contract shall be and remain the property of the CITY for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

(Note: This provision does not apply to Fire & Police Pensions)

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code.

(1) During the performance of the Contract, the CONTRACTOR/CONSULTANT certifies and represents that the CONTRACTOR/CONSULTANT will comply with the EBO. The CONTRACTOR/CONSULTANT agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the CITY of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650."

(2) The failure of any CONTRACTOR/CONSULTANT to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
(3) If the CONTRACTOR/CONSULTANT fails to comply with EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the EBO may be used as evidence against the CONTRACTOR/CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

(5) If the City Administrative Officer determines that a CONTRACTOR/CONSULTANT has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the CITY. Violation of this provision may be used as evidence against the CONTRACTOR/CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29. Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONTRACTOR/CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.
EXHIBIT 1

INSURANCE REQUIREMENTS
SUBMITTING PROOF OF INSURANCE TO THE CITY OF LOS ANGELES

(Share this information with your insurance agent or broker.)

Person to Contact: Direct all Correspondence, questions, requests for Additional forms, etc.; to the contact person Listed here or to the department that administers your contract, lease or permit:

Name: Ms. Caroline Dinu, Senior Management Analyst II
City Dept.: Department of Fire & Police Pensions
Address: 360 E. Second Street, Suite 400
Los Angeles, CA 90012
Tel.: 213-978-4444
Fax: 213-978-4463

GENERAL INFORMATION

1. **Project ID:** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc., or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.

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

3. **Availability of Insurance:** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. **Alternative Programs/Self-Insurance:** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.
ADMINISTRATIVE REQUIREMENTS

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

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

7. **Signature:** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee:** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation:** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your insurance company elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the scope of coverage which affects the CITY'S interest is to be reduced or when the dollar limits of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meting this requirement will be rejected.

10. **Primary Coverage:** The coverage must be primary with respect to any insurance or self insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
11. Separation of Insureds: (Severability of Interest) In construction contracts, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company’s limits of liability.

PROCEDURES

12. Acceptable Evidence and Approval: CITY Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The CITY forms are acceptable to the Calif. Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the “Other Provisions” box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make not of it in this box. An acceptable alternative to the Special Endorsement form is a certified copy of full insurance policy which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. Binders and Cover Notes are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and Certificates of Insurance are not acceptable as stand-alone evidence of coverage. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or Extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers’ Compensation Law or the California Financial Responsibility Law for Automobile Liability; 4) as proof of coverage beyond City requirements or which does not directly relate to the City’s interests.

13. Renewal: When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Section 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. Dollar Limits of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee’s activities.

15. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. Contractual liability coverage is a required inclusion in this insurance. (See separate information sheet on the CITY’S SPARTA program as an optional source of low-cost insurance which meets all requirements.)
16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY Premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a Contractual requirement.

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

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.
EXHIBIT 1 – Cont.
INSURANCE REQUIREMENTS

Name: _______________________________ Date: ________________

Agreement/Reference: ____________________________________________

Evidence of coverage checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<table>
<thead>
<tr>
<th>Limits</th>
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- **Workers’ Compensation (Statutory Limit)/Employer’s Liability**
  - ☑ Waiver of Subrogation in favor of City
  - ☑ Longshore & Harbor Workers
  - ☑ Jones Act

- **General Liability**
  - ☑ Premises and Operations
  - ☑ Contractual Liability
  - ☑ Independent Contractors
  - ☑ Collapse and Underground
  - ☑ Products/Completed Operations
  - ☑ Fire Legal Liability

- **Automobile Liability**
  - (if vehicle is used for this contract, other than commuting to/from work)
  - ☑ Hired Automobiles
  - ☑ Owned Automobiles
  - ☑ Non-owned Automobiles

- **Professional Liability (Errors and Omissions)**

  Discovery Period **12 Months after completion of work or termination of contract**

- **Property Insurance**
  - to cover value of building (as determined by City or insurance company)
    - ☐ All Risk Coverage
    - ☐ Extended Coverage
    - ☐ Flood
    - ☐ Earthquake
    - ☐ Boiler and Machinery
    - ☐ Debris Removal

- **Pollution Liability**
  - ☐

- **Fidelity Bond**
- **Surety Bond**
- **Crime Insurance**

- **Other**

LAFPP Rev. 02/06 17
EXHIBIT 2
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that [GETTY HOUSE FOUNDATION] will:

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with an implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.

5. This certification if a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

[Los Angeles/CA] ________________________________ [July 16, 2009]
City/County/State Date

Name of Business: [GETTY HOUSE FOUNDATION]

Address: 605 S. IRVING BLVD
   LOS ANGELES, CA 90005

Signature of Authorized Officer or Representative [McFadden-Lawson]

Print Name [McFadden-Lawson]

Title [Board President]

Telephone Number [323] 930-6430
EXHIBIT 3
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq., and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER _____________________________

CONTRACTOR/BORROWER/AGENCY GETTY HOUSE FOUNDATION

Matti, McFaddlen-Lawson, Board President

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE _______________________________________________________________________

DATE July 16, 2009
CITY OF LOS ANGELES

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

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

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

B. For construction contracts from $1,000 to under $5,000 and nonconstruction contracts from $1,000 to under $100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.

C. For construction contracts of $5,000 or more and non-construction contracts of $100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
   a. Plan A, Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submit it to be effective; or,
   b. Plan B, The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

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

E. Equal Employment Opportunity Officer:
Please be advised that Martin McGadden-Lawson, Board President is hereby designated as the Company’s Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

605 S. IRVING BLVD CA 90025 323 930-6430

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

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.
## TOTAL COMPOSITION OF WORK FORCE

<table>
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<tr>
<th>Contractor</th>
<th>Project Title</th>
<th>Length of Contract</th>
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<tbody>
<tr>
<td>Address</td>
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</table>

Work Force as of (Date) (If you have no employees, write "no employee at this time.")

(Note: J - Journeymen, A - Apprentice, T - Trainee, F - Female, M - Male)

### FOR CONSTRUCTION PROJECTS (L.A. County Only)

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<th>CAUCASIAN (NON-HISPANIC)</th>
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<th>% MINORITY</th>
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### FOR NON-CONSTRUCTION PROJECTS

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Employment statistics were obtained from:

Available Records Visual Check Other (Specify) A-2
EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of $1,000 or more but less than $5,000 and
Nonconstruction Contracts of $1,000 or more but less than $100,000


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

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.
AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of $5,000 or More and
Nonconstruction Contracts of $100,000 or More

Sec. 10.84. Affirmative Action Program Provisions.

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

A. The performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City’s supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigating to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be recovered and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conference with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The public works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the Industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

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

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


1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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


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

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

   (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.

   (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunitites.

   (3) Encouraging present minority, women and other employees to refer their friends and relatives.

   (4) Promoting after school and vacation employment opportunities for minority, women and other youth.

   (5) Validating all job specifications, selection requirements, tests, etc.

   (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.

   (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

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

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

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

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.

4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
   a. Recruit and refer minority, women and other employees to such programs;
   b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
   c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company’s Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
   a. What steps were taken, how and on what date.
   b. To whom those efforts were directed.
   c. The responses received, from whom and when.
   d. What other steps were taken or will be taken to comply and when.
   e. Why the contractor has been or will be unable to comply.

7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor’s bid for the subject project an acceptable Affirmative Action Plan.

8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company’s Total Work Force (by employees) prior to the date of award of the contract.

9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.

10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.

11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.

12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.

13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City’s Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.

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

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

JULY 16, 2009

GETTY HOUSE FOUNDATION

OFFICER’S SIGNATURES

OFFICER’S NAME AND TITLE (TYPE OR PRINT)
CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement ___________________________ Department Contact Person ___________________________

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I _______________________, am authorized to bind contractually the Company identified below.

   Company Name: ___________________________
   Phone: ___________________________
   Federal ID #: ___________________________

   Street Address: ___________________________
   City: ___________________________
   State: ___________________________
   Zip: ___________________________

2. Information about the Company entering into a Contract with the City is as follows:

   Company Name: ___________________________
   Phone: ___________________________
   Federal ID #: ___________________________

   Street Address: ___________________________
   City: ___________________________
   State: ___________________________
   Zip: ___________________________

3. Has the Company submitted the SDO Affidavit previously? __ NO __ YES Date of prior submission: 9-22-2008
   If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

   The Company found records that the Company or its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

   The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

   The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

   The Company found records that the Company or its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

   The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

   Executed on July 16, 2009 at 605 S. Irving Blvd, CA
   Signature ___________________________
   Date ___________________________

Title: Board PRESIDENT

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

OCC/SDO-1 Affidavit (Rev.06/06)