

0510-08221-0000

TRANSMITTAL

TO The City Council	DATE APR 25 2007	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

Proposed Personal Services Contract between the City and S. Groner Associates for the Stormwater and Used Oil Recycling Public Education Programs

Transmitted for further processing.
See the City Administrative Officer report attached.


MAYOR

KLS:BLT:06070153t

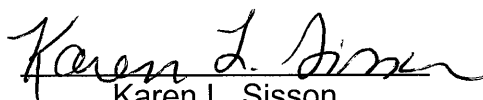
0150-08221-0000

TRANSMITTAL

TO The Mayor	DATE 04-10-07	COUNCIL FILE NO.
FROM City Administrative Officer		COUNCIL DISTRICT All

Proposed Personal Services Contract between the City and S. Groner Associates for the Stormwater and Used Oil Recycling Public Education Programs

Transmitted for further processing.
See the City Administrative Officer report attached.


Karen L. Sisson
City Administrative Officer

KLS:BLT:0607015ta

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

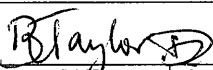
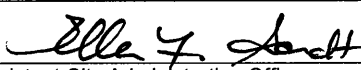
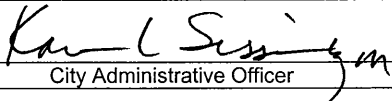
To: The Mayor	Date: 04-10-07	CD No: All	CAO File No: 0150-08221-0000				
Contracting Department/Bureau: Sanitation		Contact: Joyce Amaro					
Reference: Letter to the Mayor from the Board of Public Works dated March 14, 2007							
Purpose of Contract: Public Education Program for Stormwater and Used Oil Recycling							
Type of Document: (X) New contract () Amendment		Contract Term Dates: Five years (June 1, 2007 through May 31, 2010, and two one-year renewal options)					
Source of funds: Stormwater Pollution Abatement Fund Fund 511, Account 3040, 2006-07 Used Oil Fund, Fund 586, Department 50, Account A300							
Contract/Amendment Amount: Proposed amount \$5,850,000 + Prior award(s) \$0 = Total \$5,850,000							
Name of Contractor: S. Groner Associates							
Business Headquarters: <u>4510 E. Pacific Coast Highway, Suite 300,</u> <u>Long Beach,</u> <u>CA</u> <u>90804</u> <div style="display: flex; justify-content: space-between; margin-left: 100px;"> Street City State Zip </div>							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Other departments can do the work	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Council has approved the purpose		X		b. Good Faith Effort Outreach**	X		
3. Appropriated funds are available	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X						
7. Workforce residing in City – 17%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works requests authority to execute a contract between the City and S. Groner Associates for a Stormwater and Used Oil Recycling Public Education Program (education Programs). The term of the proposed contract is from June 1, 2007 through May 31, 2010, with two additional one-year renewal options for a total of five years. The proposed contract amount is not to exceed \$5.85 million over the five-year period. The contract amount includes \$3.679 million for media purchases that will be coordinated with the State of California and Los Angeles County.

The proposed contract is in compliance with the City's contracting procedures and policies. The City Attorney has reviewed and approved the proposed contract as to form.

(Comments continued)

 BLT Analyst 06070153	 Assistant City Administrative Officer	 City Administrative Officer
--	---	--

Request for Proposal

The Bureau of Sanitation (Sanitation) issued a Request for Proposal (RFP) in January 2006 for the Education Programs. The RFP was distributed to 253 companies and was advertised in compliance with City Council instructions (C.F. 95-1060-S2).

Seven proposals were received on the due date of March 1, 2006. An evaluation team consisting of City and County representatives conducted proposer interviews on September 19, 2006. The firm of S. Groner Associates received the highest overall score. Sanitation has negotiated the proposed contract with S. Groner Associates.

Charter Section 1022 Review Process

The Personnel Department reviewed the RFP, in accordance with Charter Section 1022, and made findings that City employees have the expertise to do the work proposed to be contracted. The City Administrative Officer reviewed the Personnel Department's findings in July 2005 and determined that the work can be performed more economically by a contractor than by City employees.

Scope of Services

The contract will provide services related to the Stormwater Public Education Program in compliance with the anticipated requirements of the National Pollutant Discharge Elimination System Municipal Stormwater (NPDES) Permit to be issued in 2007. The consultant will:

- Implement a comprehensive stormwater public education program for the City of Los Angeles through mass media, general public and business outreach, school education, public agency employee training, and other venues, as needed;
- Assist the City in the negotiation and development of a new NPDES Permit containing achievable and reasonable Permit requirements for the public education program;
- Provide technical assistance to the City in educating the public and City employees regarding best management practices as they relate to stormwater pollution abatement; and,
- Assist the City in documenting and reporting stormwater public education activities to the California Regional Water Quality Control Board.

The contract will also provide services related to the Used Oil Recycling Public Education Program in compliance with the requirements of the California Integrated Waste Management Board (CIWMB) Used Oil Recycling Block Grant, Eleventh Cycle, which began January 4, 2007. The consultant will:

- Initiate media and outreach programs regarding used oil recycling under the guidelines approved by the CIWMB; and,
- Assist the City of Los Angeles in documenting and reporting used oil recycling public education activities to the CIWMB.

Contract Amount/Funding Sources

The total proposed contract amount is \$5,850,000. This contract includes the cost of mass media purchases in the amount of \$3,679,000 and staff costs for other purposes. The City coordinates with the County of Los Angeles and the State of California to purchase radio, print and outdoor media on an annual basis. The City's contributions will be paid to the County and State's selected contractors through S. Groner Associates.

Funding for the contract in 2006-07 is provided in Sanitation's annual budget from the Stormwater Pollution Abatement Fund (SPAF), Fund 511 for Contractual Services in the amount of \$913,000 and the Used Oil Recycling Fund (UORF), Fund 586 for Contractual Services in the amount of \$370,000. Future year appropriations are anticipated to be funded in similar amounts. The City's liability under the contract is subject to the availability of funding appropriated each fiscal year.

RECOMMENDATION

That the Mayor and Council approve and authorize the Board of Public Works to execute a contract between the City and S. Groner Associates for the Stormwater and Used Oil Recycling Public Education Programs, for the term of June 1, 2007 through May 31, 2010, with two additional one-year renewal options, for a total contract term of five years. The contract amount is not to exceed \$5,850,000.

In accordance with Los Angeles Administrative Code Section 10.5(b), Council approval of the proposed contract is required because the contract term exceeds three years.

FISCAL IMPACT STATEMENT

There is no impact on the City General Fund. The Stormwater Pollution Abatement Fund and the Used Oil Recycling Fund will provide up to \$5.85 million. The 2006-07 cost is included in the Bureau of Sanitation 2006-07 Adopted Budget and the Used Oil Recycling Fund. The cost for future years is anticipated to be included in subsequent annual budget and from future grants. The City's liability under the contract is subject to the availability of funding appropriated each fiscal year.

This recommendation is in compliance with the City's Financial Policies in that ongoing revenues and grants will fund the contract.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
MARCH 14, 2007

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
MAR 14 2007


Secretary

CD: ALL

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACT FOR
PUBLIC EDUCATION SERVICES FOR THE CITY'S STORMWATER AND USED OIL
RECYCLING PUBLIC EDUCATION PROGRAM (SSPAPBED AND SHHAZOBG)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board of Public Works be authorized to execute a 3-year personal services contracts with two (2) one-year contract renewal options with S. Groner Associates for stormwater and used oil recycling public education services.
2. Forward to the City Council for approval of the potential 5-year term.
3. Upon the Mayor and City Council approval, the President or two members of the Board of Public Works will execute the contract; and,
4. Return the executed contract to the Bureau of Sanitation for further processing. Contact Ms. Joyce Amaro at (323) 342-1570.

FISCAL IMPACT STATEMENT

There will be no financial impact to the General Fund for awarding this contract. This contract will be entirely funded by the Stormwater Pollution Abatement Fund and Used Oil Fund through the special fund appropriations provided to the Bureau's Fund 100 Contractual Services Account.

TRANSMITTALS

1. Copy of contract with S. Groner Associates reflecting the terms for stormwater and used oil recycling public education services.
2. Bureau of Sanitation Board Report No. 1 dated June 15, 2005, requesting authority to distribute Request for Proposals (RFP) and to negotiate a personal services contract for public education for stormwater program and used motor oil recycling program – work order numbers SSPAPBED and SHHAZOBG.

DISCUSSION

Background

On June 15, 2005 the Board of Public Works approved Joint Board Report No. 1 (Transmittal #2) to distribute an RFP and negotiate a personal services contract for services related to the Stormwater and Used Oil Recycling Public Education Program.

Stormwater Public Education Program

The Bureau of Sanitation, Watershed Protection Division is engaged in a program to reduce the amount of pollutants entering our storm drain system as mandated by a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit (No. CAS004001) issued to the County of Los Angeles on December 13, 2001, of which the City of Los Angeles is a co-permittee. A key requirement of the 2001 NPDES Municipal Stormwater permit is implementation of a stormwater public education program. A new five-year NPDES permit will be issued in 2007 and is expected to include additional public education requirements.

Used Oil Recycling Public Education Program

The California Oil Recycling Enhancement Act (Act) (Statutes of 1991, Chapter 817) mandates the California Integrated Waste Management Board (CIWMB) to provide annual block grants to local governments for establishing local education and collection programs that encourage the recycling of used motor oil. Block grants are awarded in three-year increments. The City of Los Angeles is currently operating under the Used Oil Recycling Block Grant, Eleventh Cycle. A requirement of the Eleventh Cycle Block Grant is the development and implementation of a public education program. It is anticipated that the City will continue to receive block grants on a reimbursement basis in the future.

Request For Proposals

Under the authority from the Board of Public Works, the Bureau of Sanitation issued a Request For Proposals (RFP) for the Stormwater and Used Oil Recycling Public Education Program. The RFP was distributed to 253 companies and advertised in the Daily Journal, La Opinion, LA Sentinel, *Rafu Shimpo*, Chinese Daily News, *Hoy*, Korea Times and Daily Breeze and on the City's web site (www.LAStormwater.org and www.LACity.org/san/rfpelist.htm) in compliance with City Council Motion 95-1060-S2.

A pre-proposal meeting was held for interested parties on February 1, 2006. Seven proposals were received on the due date, March 1, 2006.

Selection Criteria

The seven received proposals were delivered to the Bureau of Contract Administration's Office of Contract Compliance (OCC) for review on March 3, 2006. The Bureau of Contract Administration evaluated the seven proposals for compliance with the Board of Public Works' MBE/WBE/OBE Subcontractor Outreach Program. In order to be deemed a responsive Proposer, a minimum of 75 out of 100 Good Faith Effort (GFE) points must be awarded through the GFE process. Two proposals were found to have achieved less than 75 out of 100 GFE evaluation points. The non-responsive proposals were submitted by The Bomaye Co. and Heinz and Balvin. The two proposals were deemed non-responsive by the Board of Public Works on May 22, 2006.

A proposal evaluation team consisting of City staff and one County of Los Angeles Department of Public Works representative evaluated the five responsive written proposals. The evaluation criteria for the written and oral proposals and the weight given to each were as follows:

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 MARCH 14, 2007

PAGE 3

CRITERIA	WEIGHT
Record of past performance and/or demonstrated ability to successfully provide the City with what is being proposed	20%
Innovation	15%
Demonstrated flexibility and leadership skills	15%
State-of-the-art industry knowledge and demonstrated creativity and ability to apply knowledge to a municipal government or similar environment	30%
Cost	20%
Total	100%

The evaluation team determined scores for each proposer. Each firm received a score from each evaluator based on their written proposal and oral presentation. The evaluators' scores were averaged and the evaluation team ranked the proposers as follows:

Proposer	Average Score	Rank
S. Groner Associates	90.6	1
Manning, Selvage & Lee	80.8	2
GCG Rose & Kindel	72.8	3
TreePeople	70.0	4
Public Affairs International	60.0	5

Of the five responsive proposers, S. Groner Associates rated highest overall in the evaluation process.

CONTRACTUAL AGREEMENT

S. Groner Associates, the selected proposer, will be required to:

Stormwater Public Education Program

1. Implement a comprehensive stormwater public education program for the City of Los Angeles in compliance with the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit.
2. Assist the City of Los Angeles in the negotiation and development of a new NPDES Municipal Stormwater Permit containing achievable and reasonable Permit requirements for the public education program.
3. Provide assistance to the City of Los Angeles in educating the public, businesses and City employees regarding best management practices as they relate to stormwater pollution abatement.

Used Oil Recycling Public Education Program

1. Implement a comprehensive used oil recycling public education program for the City of Los Angeles under the guidelines of the Used Oil Recycling Block Grant, Eleventh Cycle and as approved by the California Integrated Waste Management Board.

2. Assist the City of Los Angeles in documenting and reporting used oil recycling public education activities to the CIWMB to ensure the City's compliance with requirements of the Used Oil Recycling Grant, Twelfth Cycle.

Term of Agreement

The contract with S. Groner Associates (Transmittal #1) is for a total estimated cost of \$5,850,000. The term of the contract shall be three years from the date of execution with the option for the Board of Public Works to renew for two one-year terms.

MBE/WBE/OBE Subcontractor Outreach program

The anticipated participation levels for this contract were 20 percent MBE and 10 percent WBE. S. Groner Associates has pledged participation levels of 20.01 percent MBE, 10.00 percent WBE, 8.94 percent OBE.

The subconsultant information for S. Groner Associates is as follows:

Gender/Ethnicity Codes:

AA = African American	HA = Hispanic American
SAA = Subcontinent Asian American	APA = Asian Pacific American
C = Caucasian	NA = Native American
M = Male	F = Female

	Gender/ Ethnic	MBE/ WBE/ OBE	%OF CONTRACT AMOUNT INVOICED	SUBCONTRACT AMOUNT INVOICED
Subconsultants				
GeM Communications Group	F/AA	MBE	2.30	\$50,000
Mark Anthony Printing Services	M/AA	MBE	11.49	\$249,500
North Point Consulting	M/HA	MBE	6.22	\$135,000
Freeth/MoroZ, Inc	F/C	WBE	0.46	\$10,000
Harris & Company	F/C	WBE	9.53	\$207,000
FAME Renaissance		OBE	2.30	\$50,000
GeoSyntec Consultants		OBE	0.92	\$20,000
Malibu Foundation for Environmental Education		OBE	5.71	\$124,000
Total MBE Participation			20.01	\$434,500
Total WBE Participation			10.00	\$217,000
Total OBE Participation			8.94	\$194,000
Total Proposed Contract Amount				\$5,850,000

* MBE/WBE/OBE participation is based on \$2,171,000 – the total proposed contract amount (\$5,850,000) minus the mass media advertising campaign allocation (\$3,679,000)

The OCC has verified the listed subconsultant's certifications.

Community Based Organization (CBO) participation

The anticipated participation level for this contract was 8 percent for CBO, S. Groner has pledged a participation level of 8.0 percent CBO.

PAGE 5

Notification of Intent to Contract

The required Notification of Intent to Contract has been filed with the CAO Clearinghouse on January 21, 2005.

Compliance with Charter Section 1022

The Personnel Department has agreed that Sanitation does not have employees with the expertise to implement the required work; therefore, contracting is the best option.

Approval as to Form

Chris Westhoff of the City Attorney's Office reviewed and approved the agreement as to form.

Living Wage Ordinance

S. Groner Associates has met all of the City of Los Angeles Living Wage Ordinance requirements.

Other City Requirements

S. Groner Associates has complied with all insurance requirements and has provided the following documents as required:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Equal Benefits Ordinance
- Business Tax Registration Certificate (BTRC)
- Child Support Obligation Ordinance
- Slavery Disclosure Ordinance

Contract Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the City Administrative Officer (CAO) upon completion of this contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Headquarters Address and Workforce Information

S. Groner Associates is headquartered at 4510 E. Pacific Coast Highway, Suite 300, Long Beach, CA 90804. Seventeen percent (17%) of its workforce, 1 employee, resides in Los Angeles.

Discount Terms

S. Groner Associates 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 the contract, which meet the discount terms.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
MARCH 14, 2007

PAGE 6

The actions of this report affect all Council Districts.

STATUS OF FINANCING

Funds are available for this contract during fiscal year 2006/2007:

Bureau of Sanitation, Watershed Protection Division,
Fund 100, Dept 82, Account 3040 \$1,000,000

It is anticipated that the remaining balance will be funded through future appropriations from the Stormwater Pollution Abatement Fund and the Used Oil Fund to the Bureau's Fund 100, Contractual Services account.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(SK NG RPT ECZ WFB)

Respectfully submitted,


COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:




HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration


RITA L. ROBINSON, Director
Bureau of Sanitation

APPROVED AS TO FUNDS:

for 
CRAIG V. BLOOMQUIST, Director
Office of Accounting
DATE 2/28/07


JOHN L. REAMER, JR. Director
Bureau of Contract Administration

Prepared by:
Joyce Amaro, WPD
(323) 342-1570

DEPARTMENT OF PUBLIC WORKS

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 15, 2005

JUN 15 2005

James J. [Signature]
Secretary

CD: All

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO NEGOTIATE A PERSONAL SERVICES CONTRACT FOR PUBLIC EDUCATION FOR STORMWATER PROGRAM AND USED MOTOR OIL RECYCLING PROGRAM - WORK ORDER NUMBERS SSPAPBED AND SHHAZOBG

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (Bureau) to:

1. Distribute and advertise the transmitted Request for Proposals to provide expert and specialized consulting services to the Bureau's Stormwater and Used Motor Oil Recycling Public Education Program.
2. Authorize Bureau staff to select the most responsive and qualified proposer and negotiate a personal services contract with the selected proposer.
3. Return to the Board with recommendation to execute the contract.

TRANSMITTALS

1. Copy of the Request for Proposals (RFP): City of Los Angeles, Department of Public Works, Bureau of Sanitation, Stormwater Public Education Program and Used Oil Recycling Public Education Program.
2. Personal Services Contracting Process Checklist (Items 1-6 completed).
3. Master RFP/RFQ Contract Checklist (Items 1 - 10 completed).
4. Copy of the proposed RFP mailing list.

DISCUSSION

PROJECT BACKGROUND

The Bureau of Sanitation, Watershed Protection Division (WPD) is engaged in a program to reduce the amount of pollutants entering our storm drain system as mandated by a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit (No. CAS004001) issued to the County of Los Angeles on December 13, 2001, of which the City of Los Angeles is a co-permittee. A key requirement of the 2001 NPDES Municipal Stormwater Permit is implementation of a stormwater public education program. The goals of this program are:

1. Reduce the amount of polluted runoff impacting City neighborhoods and local receiving waters through public education and outreach

TRANSMITTAL # 2

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 15, 2005

PAGE 2

activities.

2. Through education, change the behavior of City residents so their activities do not contribute to the pollution of the municipal storm drain system.
3. Meet all NPDES Municipal Stormwater Permit requirements for public outreach and education.

The City of Los Angeles is seeking a contractor to assist in the implementation of this stormwater public education program. The selected contractor shall provide the services as outlined below:

1. Implement a stormwater public education program for the City of Los Angeles in compliance with the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit that coordinates with the County of Los Angeles, the Principal NPDES Permittee and other Co-Permittees and includes the following elements:
 - A. An annual mass media advertising campaign.
 - B. A pollutant-specific outreach program that focuses on the watershed-specific pollutants listed in NPDES Municipal Stormwater Permit (No. CAS004001), Part 4, Section B, 1, d), Table 1.

<i>Watershed</i>	<i>Target Pollutants for Outreach</i>
Ballona Creek	Trash, Indicator Bacteria, Metals, PAHs
Malibu Creek	Trash, Nutrients (Nitrogen), Indicator Bacteria, Sediments
Los Angeles River	Trash, Nutrients (Nitrogen), Indicator Bacteria, Metals, Pesticides, PAHs
San Gabriel River	Trash, Nutrients (Nitrogen), Indicator Bacteria, Metals
Santa Clara River	Nutrients (Nitrogen), Coliform
Dominguez Channel	Trash, Indicator Bacteria, PAHs

- C. Educational activities within the City of Los Angeles and participation in countywide events.
 - D. An elementary school education program reaching all Los Angeles area public and private schools.
 - E. An employee training program to train additional City staff on pollution abatement and outreach.
 - F. An event and workshop support element.
2. Assist the City of Los Angeles in documenting and reporting Stormwater Public Education activities to the Regional

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 15, 2005

PAGE 3

Water Quality Control Board to ensure the City's compliance with requirements of the 2001 NPDES Municipal Stormwater Permit.

The California Oil Recycling Enhancement Act (Act) (Statutes of 1991, Chapter 817) mandates the California Integrated Waste Management Board (CIWMB) to provide annual block grants to local governments for establishing local collection programs that encourage the recycling of used motor oil. Block grants are awarded in three-year increments. The City of Los Angeles will be operating under the Used Oil Recycling Block Grant, Eleventh Cycle, beginning July 1, 2005. A requirement of the Eleventh Cycle Block Grant is the development and implementation of a public education program. The goals of the City of Los Angeles, Used Motor Oil Recycling Public Education Program are the following:

1. Educate automotive do-it-yourselfers who dispose of their used oil improperly about how used motor oil, like other household hazardous waste, can harm the environment if it is not recycled, or disposed properly.
2. Educate automotive do-it-yourselfers who dispose of their used oil improperly on the benefits of recycling used oil and motivate them to recycle used motor oil.
3. Increase the amount of used motor oil that is collected at certified collection centers and the City's permanent SAFE Centers.

The City of Los Angeles is seeking a contractor to assist in the implementation of this used oil recycling public education program. The elected contractor shall provide the services as outlined below:

1. Implement a used oil recycling public education program for the City of Los Angeles in compliance with the CIWMB's Used Oil Recycling Block Grant that coordinates with the CIWMB, the County of Los Angeles and other regional municipalities and includes the following elements:
 - A. A mass media advertising campaign.
 - B. A public education campaign that focuses on educating and changing the polluting behavior of automotive do-it-yourselfers who improperly dispose of used motor oil.
 - C. A school education campaign that focuses on secondary schools, vocational schools, trade tech colleges and community colleges.
2. Assist the City of Los Angeles in documenting and reporting Used Motor Oil Public Education activities to the CIWMB to ensure the

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 JUNE 15, 2005

PAGE 4

City's compliance with requirements of the Used Motor Oil Recycling Block Grants.

Rationale for Using an RFP

In 2004 under the direction of the Board of Public Works, WPD conducted an analysis of the stormwater and used oil recycling public education program to determine the feasibility of having this program brought in-house and implemented by City staff. In completing the cost analysis, WPD used an equal task strategy in the comparison of contractual services and City services. The Watershed Protection Division analyzed the contractual tasks, the annual hours spent on the tasks and the job title of the contract personnel completing the tasks. Using the City job classifications identified in the CAO's Charter Section 1022 Report as able to perform this contract work, WPD calculated the number of full-time City employees necessary to complete the same tasks and maintain the same level of service as provided by the contractor.

The analysis demonstrated that in order to comply with NPDES Permit and CIWMB Used Oil Recycling Block Grant public education requirements, the City would need to hire seven full-time employees. The details of the contractor versus City staff costs are as follows:

Contract Costs		City Costs	
Program Element	Cost/Year	Program Element	Cost/Year
Mass Media Advertising	\$500,000	Mass Media Advertising	\$500,000
Salaries	\$516,480	Salaries (see below)	\$749,210
		Overtime Salaries	\$145,600
Collateral Materials	\$75,000	Collateral Materials	\$75,000
Operating Expenses	\$209,520	Operating Expenses	\$300,192
Annual Total	\$1,301,000	City Total	\$1,772,002

City Salaries Detail			
City Personnel (per March 2004 Personnel Report)	Annual Salary	City Overhead (58.06%)	Total Annual Salary
1 Senior Management Analyst I or 1 Environmental Supervisor	\$85,942	\$49,846	\$135,788
2 Management Analyst II's	\$144,030	\$83,537	\$227,567
4 Management Analyst I's or 4 Public Relations Specialists	\$244,212	\$141,643	\$385,855
TOTAL			\$749,210

PAGE 5

The analysis determined that, at this time, it would be cost-prohibitive to have the stormwater and used oil recycling public education program implemented entirely by City staff. It is more cost-effective to contract out for these services at this time.

The Bureau, with Mayor and City Council approval, reserves the right to request and authorize the appropriate personnel in the 2007-08 budget cycle to transfer and implement the Stormwater and Used Oil Recycling Public Education Program within the Watershed Protection Division. If necessary, Task E - Employee Training Program, would be utilized to train the additional personnel on the implementation of the Stormwater and Used Oil Recycling Public Education Program. It is estimated that this training effort could be completed in 8-12 months.

Selection Process and Evaluation Criteria

It is anticipated that the qualification, interview, selection, and negotiation process will be completed in approximately 20 weeks after the RFP is advertised.

The RFP process is being utilized to secure a consultant in lieu of bidding for the reason that the consultant must meet professional requirements. The evaluation criteria for the written and oral proposals and the weight given to each are as follows:

Evaluation Criteria	Percentage
A proven track record and/or demonstrated ability to successfully provide the City with what is being proposed	20%
Innovation	15%
Demonstrated flexibility and leadership skills	15%
State-of-the-art industry knowledge and demonstrated creativity and ability to apply that knowledge to a municipal government or similar environment	30%
Cost	20%
Total	100%

The selection of the consultant will be in accordance with the City's procurement policies and the Policies of the Board adopted on December 24, 2002, for Personal Services Consultant Contracts. The consultant selection process will include:

1. Firms will be strongly encouraged to attend a Pre-Proposal Workshop. At this workshop, Public Works staff will review the steps and needs for a responsive submittal of the required compliance documentation of the RFP.
2. Firms must submit a written proposal as specified in the RFP.
3. Firms must submit Statements of Qualifications (SOQ), and other documents as specified in the RFP.
4. A panel consisting of representatives from the Bureau of

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 15, 2005

PAGE 6

Sanitation, the Public Affairs Office, other City and Los Angeles County public education staff, and other stakeholders such as environmental groups or regulatory agencies, as appropriate, will review all respondents' submittals according to the Selection Criteria for this RFP.

5. The result of the Bureau's evaluation, and successful compliance with City contractual requirements, will be a short-list of proposals. The short-listed proposers will be invited to interview with the evaluation panel.
6. Firms that are invited to be interviewed are required to submit Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program documentation and other documents as specified in the RFP.
7. The Director of Sanitation will enter into contract negotiations with the highest rated firm.
8. Upon successful negotiation, the Director of Sanitation will submit the proposed contract to the Board of Public Works and the Mayor for approval and execution.

Throughout this process, the Director of Sanitation will brief Sanitation's Liaison Commissioner and the President of the Board of Public Works on the status of the selection process.

The estimated cost of these services is \$4,110,000. The Department anticipates funds totaling \$3,000,000 to be available in Fiscal Years 2005-2008 in the Stormwater Pollution Abatement Fund, No. 511, Department 50, Account No. 3040. The Department anticipates funds totaling \$1,110,000 to be available in fiscal years 2005-2008 in the Used Oil Recycling Fund, No. 586, Department 50, Account No. 3040. There is no General Fund impact.

Proposed Term of Contract

The proposed term of contract will be three years.

Compliance with Charter Section 1022

A Notice of Intent to Contract was filed with the Personnel Department on January 21, 2005.

Notice of Intent

A Notification of Intent to Distribute/Advertise the Contract form was filed with the CAO's Clearinghouse for Personal Services Contracting Proposals on January 21, 2005. A copy of the RFP will be available on the CAO electronic bulletin board for each union to review for information purposes.

PAGE 7

City Requirements

The selected consultant and sub-consultants will be required to comply with all City of Los Angeles requirements including:

- Non-Discrimination/Equal Employment/Affirmative Action Program
- Business Tax Registration Certificate
- Insurance Requirements
- Child Support Obligations Policy
- Living Wage and Service Contractor Worker Retention Ordinance;
- Equal Benefits Ordinance
- Americans with Disabilities Act
- Contractor Responsibility Ordinance
- Slavery Disclosure Ordinance
- Non-Collusion Affidavit

In accordance with Article 13, Chapter 1, Division 10 of the City of L.A.A.C., the Director of Sanitation shall submit a Contractor Performance Evaluation Report to the Bureau of Contract Administration upon completion of the contract.

All consultants participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the consultant's contract subject to termination pursuant to the conditions expressed therein.

MBE/WBE/DBE/OBE Subcontractor Outreach Program

For the purpose of this RFP, the City has set anticipated participation levels of 20 percent MBE and 10 percent WBE based upon the potential scope of work which may be subcontracted. Since no specific work is guaranteed, the respondents will be required to submit a Potential List of MBE/WBE/OBE Subconsultants (Schedule A) with their RFP response. Upon award of a contract and issuance of a specific work task order, the successful consultant will then be required to submit a specific MBE/WBE/OBE subconsultant pledge on the Task Work Order List of Subconsultants (Schedule B) prior to beginning work. The RFP has been reviewed by the Office of Contract Compliance.

Community Based Organizations (CBO)

For the purpose of this RFP, the City has set an anticipated participation level of eight (8) percent CBO based upon the potential scope of work which may be subcontracted.

World Wide Web

The RFP will be posted on the City's World Wide Web Site in compliance with City Council Motion 95-1060S2. The RFP will be available for download on the Mayor's website at www.labavn.org.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.

PAGE 8

City Attorney Review

This RFP has been reviewed by the City Attorney's Office and has been approved as to form.

Compliance with Board RFQ/RFP Policy

This RFP was delivered to the Board Secretary of the Board of Public Works ten days prior to Board consideration thereof.

Contract Administration

Responsibility for the administration and management of this contract will rest with the Watershed Protection Division of the Bureau of Sanitation.

Newspaper Announcement

Upon authorization from the Board, this RFP will be advertised in local newspapers (the Metropolitan News, LA Sentinel, La Opinion and Los Angeles Daily Journal). Firms that respond to the notice and public advertisement will be sent the RFP documents.

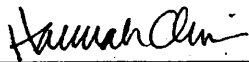
FUTURE ACTION

Upon authorization by the Board, the RFP will be sent to each of the vendors listed in the Proposed Mailing List, Transmittal No. 4. A review committee will evaluate the Statement of Qualifications (SOQ) received. After evaluation, proposers with the most responsive SOQs will be interviewed, ranked and selected. The Bureau will then negotiate with the selected proposer and return to your Board for authority to execute the contract.

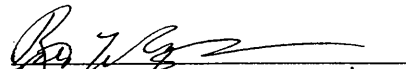
(SK MM EZ JM WB)

Respectfully submitted,

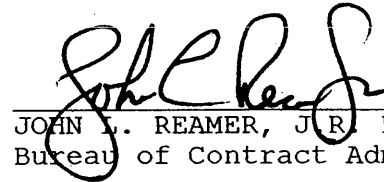
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration



RITA L. ROBINSON, Director
Director, Bureau of Sanitation



JOHN L. REAMER, JR. Director
Bureau of Contract Administration

Prepared by:
Shahram Kharaghani, WPD
Joyce Neal Amaro, WPD
(323) 342-1570

CONTRACT NO. C - _____



PERSONAL SERVICES CONTRACT

BETWEEN

CITY OF LOS ANGELES

AND

S. GRONER ASSOCIATES, INC.

FOR

**STORMWATER AND USED OIL RECYCLING
PUBLIC EDUCATION PROGRAM**

**City of Los Angeles
Department of Public Works
Bureau of Sanitation**

TRANSMITTAL #1

TABLE OF CONTENTS

Article		Page Number
Article 1	Section Headings, Construction of Provisions, Titles Herein	6
Article 2	Definitions	6
Article 3	Project Description	7
Article 4	Responsibilities of and Tasks to be Performed by Contractor	8
Article 5	Key Contractor Personnel	12
Article 6	Responsibilities of and Tasks to be Performed by the City	13
Article 7	Term of Agreement and Time of Effectiveness	14
Article 8	Termination	14
Article 9	Subcontract Approval	15
Article 10	Compensation, Invoicing and Payment	16
Article 11	Amendments, Changes or Modifications.	19
Article 12	Indemnification and Insurance	19
Article 13	Independent Contractors	20
Article 14	Warranty and Responsibility of Contractor	20
Article 15	Ownership of Data	21
Article 16	Nondiscrimination and Affirmative Action	21
Article 17	Minority, Women, Other Business Enterprise Outreach Program.	21
Article 18	Successors and Assigns.	22
Article 19	Contact Persons, Proper Addresses, Notification.	22
Article 20	Force Majeure.	22
Article 21	Severability	23
Article 22	Disputes	23
Article 23	Entire Agreement	23
Article 24	Applicable Law, Interpretation, Enforcement	23
Article 25	Los Angeles City Business Tax Registration Certificate	23
Article 26	Bonds	24
Article 27	Child Support Assignment Orders.	24
Article 28	Service Contractor Worker Retention Ordinance and Living Wage	

	Ordinance	25
Article 29	Americans with Disabilities Act	26
Article 30	Equal Benefits Ordinance	26
Article 31	Waiver	28
Article 32	Prohibition Against Assignment or Delegation	28
Article 33	Permits	28
Article 34	Claims For Labor and Materials	28
Article 35	Discounts	29
Article 36	Contractor Responsibility Ordinance.	29
Article 37	Slavery Disclosure Ordinance.	29

Exhibits

Exhibit A	Contractor Rates
Exhibit B	MBE/WBE/OBE Requirements
Exhibit C	Insurance Requirements
Exhibit D	Certification of Compliance with Child Support Obligations
Exhibit E	Declaration of Compliance with Service Contract Workers Retention Ordinance and Living Wage Ordinance Requirements
Exhibit F	Certification of Compliance with Americans with Disabilities Act Requirements
Exhibit G	Certification of Compliance with Equal Benefits Ordinance
Exhibit H	Affidavit Disclosing Slavery Era Participation, Investments, or Profits

This contract is made and entered into by and between the City of Los Angeles, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "City" and S. Groner Associates, Inc. hereinafter referred to as the "Contractor", and is set forth as follows:

WITNESSETH

WHEREAS, polluted urban runoff and the improper disposal of used motor oil poses a serious threat to the residents and the environment of the City of Los Angeles; and,

WHEREAS, the federal government issued a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit to the County of Los Angeles in 2001 for the reduction of polluted urban runoff; and,

WHEREAS, the City of Los Angeles is a co-permittee with the County of Los Angeles in meeting the requirements of the NPDES Permit; and,

WHEREAS, a key requirement of the NPDES Permit is the development and implementation of a stormwater public education and outreach program by the City of Los Angeles; and,

WHEREAS, the 2001 NPDES Permit expired on December 13, 2006 and a new five-year NPDES permit will be adopted by the State Regional Water Resources Control Board, Los Angeles Region in 2007 and is expected to include public education requirements; and,

WHEREAS, the State of California has enacted the California Oil Recycling Act that provides funds to local governments through Block and Opportunity grant programs for the recycling of used oil; and,

WHEREAS, the California Integrated Waste Management Board has awarded the City of Los Angeles, Bureau of Sanitation Used Oil Block Grant Twelfth Cycle to fund used oil collection and public outreach program; and,

WHEREAS, the City of Los Angeles has a need for stormwater and used oil recycling public education and school outreach consulting services; and,

WHEREAS, the Bureau of Sanitation conducted a Request For Proposal process for the City of Los Angeles Stormwater and Used Oil Recycling Public Education Program to choose the most qualified team to perform said services; and,

WHEREAS, the Bureau of Sanitation received and reviewed seven proposals; and,

WHEREAS, Contractor was selected by City and County of Los Angeles staff to assist the City in developing and implementing a Stormwater and Used Oil Recycling Public Education Program; and,

WHEREAS, Contractor has demonstrated qualifications to perform said services to the satisfaction of City staff; and

WHEREAS, services to be provided by Contractor are of an expert and technical nature and are temporary and occasional in character; and,

WHEREAS, the Board of Public Works approved the negotiation of a contract with Contractor, due to their superior knowledge on June 15, 2005; and,

WHEREAS, City desires to retain Contractor to provide the required public education/outreach and school education services in connection with the project as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein after set forth, the parties hereby agree as follows:

Article 1 – Section Headings, Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent 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 singular shall include the plural; if there shall be more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. 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.

Article 2 - Definitions

It is understood that for the purposes of this document that the following words shall be defined as:

City	City of Los Angeles, Board of Public Works or its subordinate Bureaus. The term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles, such as the project manager in manners concerning this document.
Contractor	S. Groner Associates, Inc.
Certified Collection Center	Businesses certified by the CIWMB to collect used oil from the public while receiving specific benefits from the CIWMB.
CIWMB	The Environmental Protection Agency, California Integrated Waste Management Board
CRWQCB	California Regional Water Quality Control Board
Grant Manager	The grant manager assigned by the California Integrated Waste Management Board's to oversee and monitor the City of Los Angeles' allocation and usage of used oil recycling grant funds
MBE/WBE/OBE	Minority/Women/Other Business Enterprise

NPDES Permit	National Pollutant Discharge Elimination System Municipal Stormwater Permit
PAO	City of Los Angeles, Department of Public Works, Public Affairs Office
Project	Provide the City with consulting services as they relate to stormwater and used oil recycling public education
Project Manager	The City of Los Angeles, Department of Public Works authorized representative for this Contract
Subcontractor	Any company/non-profit organization which is subcontracted by Contractor to work on the City's Project
TMDL	Total Maximum Daily Load
Urban Runoff	Urban runoff is created when cigarette butts, trash, animal waste, pesticides, used oil and other pollutants are left on the ground and washed or thrown directly into storm drains. These pollutants mix with millions of gallons of rainwater and flow untreated into local creeks, rivers and ultimately, the ocean
Used Oil	Used motor oil
Used Oil Grant	A grant awarded by the CIWMB to jurisdictions to fund the development and implementation of used oil recycling public education and operational programs
WPD	City of Los Angeles, Department of Public Works, Bureau of Sanitation, Watershed Protection Division

Article 3 – Project Description

The Contractor shall provide the City with support on all aspects of the Stormwater Public Education Program including;

- Preparing and implementing a comprehensive stormwater public education program for the City of Los Angeles in compliance with the 2001 National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit;

- Assisting the City of Los Angeles in the negotiation and development of a new 2007 NPDES Municipal Stormwater Permit that contains achievable and reasonable Permit requirements for the public education program; and
- Providing technical assistance to the City of Los Angeles in educating the public and City employees regarding best management practices as they relate to stormwater pollution abatement.

The Contractor shall provide the City with support on all aspects of the Used Oil Recycling Public Education Program including:

- Preparing and implementing a comprehensive used oil recycling public education program for the City of Los Angeles under the guidelines of the Used Oil Recycling Block Grant, current and future, and as approved by the CIWMB; and
- Assisting the City of Los Angeles in documenting and reporting Used Oil Recycling Public Education activities to the CIWMB to ensure the City's compliance with requirements of Used Oil Recycling Block Grants, current and future.

Article 4 – Responsibilities of and Tasks to be Performed by the Contractor

- 4.1 The Contractor shall perform the services as described in Article 4.4. The Contractor shall perform such work with a degree of skill and diligence normally employed by a Contractor performing the same or similar services.
- 4.2 The Contractor shall provide corrective services without charge to the City for services, which fail to meet the above standards and the specific guarantee requirements set forth in Article 4.4, and which are reported to the Contractor in writing within sixty (60) days of discovery. Should the Contractor fail or refuse to perform promptly its obligations under this warranty, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.
- 4.3 The Contractor shall maintain complete and accurate records with respect to all costs incurred under this Contract, including the records supporting the cost proposals used to enter into this Contract with the City. All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable. The Contractor shall make available to the representative of the City all such books and records, and the right to examine and audit the same, and to make transcripts or copies there from. The Contractor shall maintain and allow inspection of all said books and records, including, but not limited to work data, documents, proceedings, and activities related to this Contract for a period of three (3) years from the date of final payment under this Contract. The Contractor shall maintain said records in a manner which will

indicate actual time and allowable costs with respect to all work performed hereunder as required by the City.

4.4 Scope of Services

The Contractor's tasks under the Stormwater Public Education Program include, but are not limited to:

4.4.1 Mass Media Advertising Campaign

- Develop an annual strategic stormwater education mass media advertising campaign in coordination with governmental agencies and/or community based organizations in the County of Los Angeles;
- Ensure that the City is represented in the development of the creative artwork and in the planning and purchase of mass media advertising in any joint campaigns coordinated by governmental agencies or community based organizations;
- Ensure that the advertising creative and placement for these joint advertising campaign(s) is directed at the audience(s) and pollutants that are most likely to reduce stormwater pollution in the City;
- Supplement these joint campaign(s) with City-specific advertising that localizes and reinforces the message within the City; and,
- Ensure that the City is most effectively obtaining the highest reach and frequency for the advertising.

4.4.2 Targeted Public Outreach

- Determine pollutants and behaviors most influential to negative water quality and ensure that each activity/program focuses on these core pollutants and behaviors;
- Develop and implement activities/programs that effectively target identified audiences, deliver messages that motivate behavior change, and meet requirements of the adopted NPDES Municipal Stormwater Permit;
- Develop and implement activities/programs that create synergy between the City's Stormwater Public Education Program and the Used Oil Recycling Program;
- Identify opportunities for coordinating outreach efforts with other City of Los Angeles programs/departments, the County of Los Angeles, environmental groups and/or community based organizations;
- Conduct outreach to the news media to supplement and expand the reach of the mass media advertising campaign and to promote the City's educational outreach efforts;
- Develop and produce collateral materials to support the City of Los Angeles, Stormwater Public Education Program;
- Provide support, as needed, for the expansion of the City's Stormwater Program web site, LAstormwater.org; and,

- Develop an appropriate measure of effectiveness for each proposed activity/program.

4.4.3 School Education

- Develop and implement a school outreach strategy that effectively reaches elementary and secondary students including activities such as, but not limited to, assembly presentations, neighborhood and beach cleanup field trips, and teacher workshops;
- Develop activities/programs that create synergy between the City's Stormwater Public Education Program and the Used Oil Recycling Program; and,
- Develop an appropriate measure of effectiveness for each proposed activity/program.

4.4.4 Business Outreach

- Determine pollutants and behaviors most influential to negative water quality and ensure that each activity/program focuses on these core pollutants and behaviors;
- Develop and implement activities/programs that effectively target identified business sectors, deliver messages that motivate behavior change, and meet requirements of the adopted NPDES Municipal Stormwater Permit;
- Identify opportunities for coordinating outreach efforts with other City of Los Angeles programs/departments; and,
- Develop an appropriate measure of effectiveness for each proposed activity/program.

4.4.5 Public Agency Employee Training

- Identify opportunities for expanding employee training efforts through other City of Los Angeles programs/departments; and,
- Develop and implement training courses and materials for both general education and specific training activities.

4.4.6 Stormwater NPDES Permit and TMDL Outreach

- Assist City staff in the negotiation and development of a 2007 NPDES Municipal Stormwater Permit that contains achievable and reasonable permit requirements for the public education program;
- Review draft and tentative permits proposed by the LARWQCB and provide comments, and propose language changes;
- Review other requests from the LARWQCB during the life of the 2007 NPDES Municipal Stormwater Permit; and,
- Assist with the development and implementation of the public outreach and education requirements related to adopted Total Maximum Daily Loads (TMDLs).

4.4.7 Event and Workshop Support

- Assist in identifying appropriate regional events and workshops that further the stormwater pollution abatement message for the City's sponsorship;
- Administer and oversee the City's hosting and/or sponsorship of approved events;

The Contractor's tasks under the Used Oil Recycling Public Education Program include, but are not limited to:

4.4.8 Mass Media Advertising Campaign

- Develop a strategic used oil recycling mass media advertising campaign annually;
- Ensure that the advertising creative and placement for this joint advertising campaign is directed at the audience(s) and pollutants that are most likely to recycle used oil;
- Ensure that the advertising creative includes City-specific advertising that localizes and reinforces the message within the City; and,
- Ensure that the City is most effectively obtaining the highest reach and frequency for the advertising.

4.4.9 Targeted Public Outreach

- Develop activities/programs that target the identified audiences and meet the requirements of the CIWMB;
- Identify opportunities for coordinating outreach efforts with other City of Los Angeles programs/departments, the County of Los Angeles, environmental groups and/or community based organizations;
- Develop and implement activities/programs that create synergy between the City's Stormwater Public Education Program and the Used Oil Recycling Program; and,
- Develop an appropriate measure of effectiveness for each proposed activity/program.

4.5.0 School Outreach

- Develop activities/programs that target the identified audiences and meet the requirements of the CIWMB;
- Identify/develop activities in which the City of Los Angeles can coordinate efforts with the County of Los Angeles;
- Develop an appropriate measure of effectiveness for each proposed activity/program.

The Contractor shall not perform any used oil public education services contemplated by this Contract without receiving specific authorization

from the City and shall adhere to the Used Oil Recycling Block Grant Procedures and Requirements issued by the CIWMB.

4.5 Acceptable Performance Standard

Should at any time the City not be satisfied to the result or performance of the Contractor, the City can terminate the contract. The Contractor shall only be paid to the work performed prior to the termination of the Contract.

Article 5 – Key Contractor Personnel

5.1 The CONTRACTOR designates the following person to oversee the implementation of the work:

Stephen Groner, Project Manager

5.2 The Contractor agrees that personnel assigned to this Project at the commencement of services under this Contract shall serve in these positions as long as required by the Project, and the Contractor shall not change personnel assigned to these positions without the consent and approval of the City’s Project Manager, provided such consent shall not be unreasonably withheld.

5.3 Prime Contractor and Subcontractor firms include the following:

Gender/Ethnicity Codes:

C = Caucasian	SAA = Subcontinent Asian American
NA = Native American	APA = Asian Pacific American
AA = African American	HA = Hispanic American
M = Male	F = Female

Prime Contractor			% of Contract	Contract Amount
S. Groner Associates			61.0 %	\$1,325,000
Certified Subcontractors	MBE/WBE	Gender/Ethnicity	% of Contract*	Contract Amount
North Point Consulting	MBE	M/HA	6.2%	\$135,000
GeM Communications	MBE	F/AA	2.3%	\$50,000
Mark Anthony Printing Services	MBE	M/AA	11.5%	\$249,500
Harris & Company	WBE	F/C	9.6%	\$207,000
Freeth/Moroz	WBE	F/C	0.5%	\$10,000
Total MBE Participation			20.0%	\$434,500
Total WBE Participation			10.0%	\$217,000
Total Mass Media Purchase				\$3,679,000
Total Contract Amount				\$5,850,000

*MBE/WBE participation is based on \$2,171,000 – the total proposed contract amount (\$5,850,000) minus the mass media advertising campaign allocation (\$3,679,000).

OBE Firms	% of Contract*	Contract Amount
GeoSyntec Consultants	1.0%	\$20,000
Total OBE Participation	1.0%	\$20,000

*OBE participation is based on \$2,171,000 – the total proposed contract amount (\$5,850,000) minus the mass media advertising campaign allocation (\$3,679,000).

Non-Profit Firms	% of Contract*	Contract Amount
FAME Renaissance	2.3%	\$50,000
Malibu Foundation for Environmental Education	5.7%	\$124,000
Total Non-Profit Participation	8.0%	\$174,000

*Non-Profit participation is based on \$2,171,000 – the total proposed contract amount (\$5,850,000) minus the mass media advertising campaign allocation (\$3,679,000).

- 5.1 A listing of key Contractor personnel, including company, title and hourly rates, is attached as Exhibit A.

Article 6 – Responsibilities of and Tasks to be Performed by the City

- 6.1 The City designates the Watershed Protection Division, Bureau of Sanitation, as its lead division representing the City in all matters within the scope of the Contract relating to the conduct and approval of the work to be performed. Whenever the term “approval of the City”, “consult with the City”, “confer with City”, or similar terms are used, they shall refer to the City’s lead division. The City’s lead division may designate a project manager. The project manager may be changed at the direction of the Director of the Bureau of Sanitation at any time.
- 6.2 The CITY designates those identified below as key City personnel. Additional personnel may be assigned. The key City personnel are as follows:
- a. Shahram Kharaghani, Stormwater Program Manager
 - b. Joyce Amaro, Watershed Protection Division, Project Manager
 - c. Cora Jackson Fossett, Public Information Director, Public Affairs Office

The Department of Public Works, Public Affairs Office (PAO) shall assist the Watershed Protection Division, Project Manager with supervising all public relations aspects of the Contract. It shall be the responsibility of the Contractor and any Subcontractors to coordinate with the PAO on all public relations activities, which are defined as any activity or activities and/or communication or communications involving contact with the public. These activities may include, but are not limited to, communicating and coordinating with community groups;

arranging community meetings and public hearings; media outreach, including the preparation and placement of paid advertising; and preparing printed literature for public dissemination.

- 6.3 The City shall furnish, without charge, all documents, reports and any other information, which the City now has in its files, which may be of use to the Contractor. The Contractor shall exhibit proper professional judgement in the use of this information.

Article 7 – Term of Contract and Time of Effectiveness

The term of this Contract shall begin on the date of full execution of this Contract and shall be effective for a period of three years unless sooner terminated as provided under Article 8 or extended by amendment to this Contract. The term of this contract can be extended by two one-year renewal options.

The date of full execution is defined as the date when all of the following events have occurred:

- a. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
- b. This Contract has been approved by the City's Council or by the Board of Public Works, 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 of Public Works, officer or employee authorized to enter into this Contract.

Article 8 - Termination

8.1 This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.2 This Contract may be terminated in whole or in part in writing by the City for its convenience, provided that the Contractor is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.3 If termination for default is effected by the City, an equitable adjustment in the price provided for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default.

If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to written commitments that were executed prior to the termination.

8.4 Upon receipt of a termination action under Articles 8.1 or 8.2 above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

8.5 Upon termination under Articles 8.1 or 8.2 above, the City may take over the work and may award another party a Contract to complete the work under this Contract.

8.6 If, after the termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City. In such event, adjustment of the Contract price shall be made as provided in Article 8.3 of this article.

Article 9 – Subcontract Approval

All subcontracts in excess of \$10,000 shall require the prior approval of the City. A copy of all subcontracts shall be submitted to the City showing the Subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the Contractor shall not be considered Subcontractors.

The Contractor plans to subcontract with the firms listed below:

Harris & Company
North Point Consulting
Freeth/Moroz, Inc.
GeM Communications
GeoSyntec Consultants

Mark Anthony Printing Services
FAME Renaissance
Malibu Foundation for Environmental Education

This listing is not exclusive and additional Subcontractors may be added with the approval of the Project Manager. Substitution requires approval from the Board of Public Works.

Article 10 – Compensation, Invoicing and Payment

10.1 City Limited to Obligation of Present Appropriation

The City 's liability under the Contract shall only be to the extent of the present appropriation to fund the agreement. No action, statement or omission of any officer, agent or employee of the City shall impose any obligation upon the City, such officer, agent or employee, except to the extent of the City has appropriated funds in accordance with the terms of this Contract. No work shall create an immediate indebtedness and indebtedness shall not arise against the City for said work until and unless there is an appropriation of funds to pay for said work. The Contractor and the City agree that no indebtedness for work performed which results in costs under this agreement shall arise against the City until and unless there is an appropriation of funds to pay for such work.

10.2 Cost Ceiling

The cost ceiling for this contract shall not exceed \$5,850,000 or as modified by the City. The City shall not be obligated to reimburse the Contractor for costs incurred in excess of the cost ceiling. The Contractor shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the City shall have notified the Contractor in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this Contract. In the absence of the specified notice, the City shall not be obligated to reimburse the Contractor for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the Contract or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the Contractor in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

10.3 Compensation

The Contractor shall be compensated for all services provided as described herein in accordance with the applicable rate schedules as indicated in Exhibit A.

10.4 Payment of Mass Media Advertising Campaigns

The City shall pay the Contractor a total of \$3,679,000 over three years, with no administrative mark-up fees, for the annual stormwater and used oil recycling mass media advertising campaigns.

10.5 Costs Incurred Prior to Full Execution of this Contract

Costs incurred by the Contractor prior to the actual date of full execution of this Contract shall only be payable to the Contractor, if said costs were incurred in completing any task specifically authorized by this Contract and said cost are reviewed and approved by the City and said approval for payment occurs after the Contract is fully executed.

10.6 Invoice Procedure

The Contractor shall prepare an invoice on a monthly basis for work that has been completed to the City's satisfaction. The Contractor is responsible for the preparation and completion of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the City to establish the amount of such invoices as being allowable. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation.

10.6.1 Invoice Submittal

The Contractor shall submit two detailed and separate invoices for Stormwater Public Education Activities and Used Oil Recycling Public Education Activities, stating therein the specific work performed and detailing all costs and expenses incurred. The Contractor shall submit two original invoices and four (4) copies of each invoice, by the 10th day of each month. Payment shall be made upon the submission and approval of each invoice by the Project Manager. An MBE/WBE/OBE Utilization Profile listing MBE/WBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice.

10.6.2 Invoice Approval and Processing

Substandard work which does not meet the acceptable standards sated in Article 4.5 will not be paid. Payments shall be made upon the submission of a complete and accurate invoice.

10.6.3 Late Charges

The City does not pay late penalties or interest on outstanding invoices. The City is not responsible for the payment of any interest, late charges or penalties incurred by the Contractor from any Subcontractor or supplier for any item provided under this Contract.

10.6.4 Administrative Mark-Up

The City shall make payments for work tasks based upon Subcontractor costs, plus 5 (five) percent (%) general and administrative mark-up on Subcontractor's billed cost.

10.6.5 Withholding of Payment

The City shall withhold 5 (five) percent (%) of the invoiced payments, excluding mass media in order to insure complete compliance with all terms of this agreement. Subject to an annual review, the City may at its sole discretion, return all or a portion of the retention withheld provided that the CONTRACTOR is in full compliance with all terms of the Contract.

10.6.6 Disputes

In the event that a dispute arises over an invoice, the City shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing City practices.

10.6.7 Rate Adjustments Due to Changes in Regulations

If State and Federal regulations are changed in a manner which may affect the rates outlined in Exhibit A, then the City and the Contractor shall enter into negotiations to modify the affected rates. All adjustments shall be based on direct evidence that the regulatory change has affected the unit rate or percent mark-up as currently stated.

10.6.8 Billing Salary Rates

Billing salary rates shall be at the rates approved by the City Project Manager, to be charged by the Consultant for employees' time directly chargeable to their performance of the project work. Any adjustments to the Consultant's billing salary rate shall be in accordance with established Bureau of Sanitation policies, existing at the time the adjustment is approved. In no case shall the billing salary rates exceed the actual salary rates paid to the employee. Any adjustments to the subconsultants' salaries and all inclusive billing rates shall be reviewed and approved by the City's Project Manager prior to invoicing. Billing salary rates increases are limited to once per year per employee and are subject to the approval of the City. Any such increases shall be in accordance with Bureau of Sanitation policy existing at the time the adjustment is approved. Subsequent to the formal approval of billing rates by the City Project Manager, the annual increase in billing rates paid to the Consultant or its subconsultants shall not exceed the maximum raise allowed to City employees, as stated in their Memoranda of Understanding.

10.7 Maintenance of Records

The Contractor shall maintain complete and accurate records with respect to all costs incurred under this Contract, including the records supporting the cost proposals used to enter into this Contract with the City. All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable. All of such books and records, and the right to examine and audit the same, and to make transcripts or copies wherefrom shall be made available to a representative of the City. The Contractor shall maintain and allow inspection of all said books and records, including, but not limited to work data, documents, proceedings, and activities related to this Contract for a period of three (3) years from the date of final payment under this Contract. Records shall be maintained in a manner, which will indicate actual time and allowable costs with respect to all work performed hereunder as required by the City. The City reserves the right to audit such records upon submission of a written request to the Contractor. The Contractor shall not unreasonably deny access to such records.

Article 11 – Amendments, Changes, Modifications

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

Article 12 – Indemnification and Insurance

12.1 Indemnification

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

12.2 Insurance

The Contractor shall furnish the City evidence of insurance in accordance with Exhibit C, from insurers (1) acceptable to the City, and (2) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form acceptable to the Office of the City Administrative Officer, Risk Management for the coverage and minimum limits of insurance (Exhibit C),

which shall be maintained by the Contractor at its sole cost and expense throughout the term of this Contract. Evidence of such insurance shall be on the City's Insurance Certificates page, which can be accessed at www.lacity.org/cao/risk.

For the City's insurance requirements, please refer to Section 5.19 and the Standard Provisions for City Contracts (10/03), Section PSC 18, located on the City's Risk Management website at www.lacity.org/cao/risk.

Article 13 – Independent Contractors

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

Article 14 – Warranty and Responsibility of Contractor

- 14.1 The Contractor warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms with the Contractor's profession, doing the same or similar work under the same or similar circumstances.
- 14.2 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, media plans, and other services furnished by the Contractor under this Contract. The Contractor shall, at no additional cost to the City, correct or review any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, media plans, and other services.
- 14.3 The Contractor shall exhibit proper professional judgment in the use of information furnished by the City in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the Contractor shall notify the City in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 The Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this Contract in accordance with this Contract.

- 14.5 Except as specified in Article 12 and as otherwise provided in this Contract, the Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Contractor's negligent performance of any services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to the City, City-furnished data, or any third party.

Article 15 – Ownership of Data

Unless otherwise provided for herein, all documents, material, data, videotapes or DVDs, computer data files, and reports originated and prepared by the Contractor under this Contract shall be and remain the property of the City for its use in any manner it deems appropriate. The Contractor shall be permitted to maintain copies of all such data for its own files. Should the City use these products or data in connection with additions to the work required under this Contract or for new work, without consultation with and without additional compensation to the Contractor, the Contractor shall have no liability or responsibility whatsoever in connection with such use.

Article 16 – Nondiscrimination and Affirmative Action

The Contractor 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 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 shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The Contractor 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 relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with 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.

Article 17 – Minority, Women and other Business Enterprise Outreach Program

The Consultant agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal. The Consultant certifies that it has complied with Mayoral Directive 1-C regarding the MBE/WBE/OBE Outreach Program for Personal Services Contracts

Greater Than \$100,000. The Consultant shall not change any of these designated subconsultants or reduce their level of effort without prior written approval of the City provided that such approval will not be unreasonably withheld.

An MBE/WBE/OBE Utilization Profile, Exhibit B, listing MBE/WBE/OBE amounts invoiced versus planned expenditures shall be submitted by the Consultant as part of the invoicing procedures as described in Article 10.6.1. The Consultant shall provide an expenditure plan projection including the MBE/WBE/OBE usage within the period of the Agreement.

Article 18 – Successors and Assigns

All of the terms, conditions, and provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the contract shall be made without written consent of the parties to this Contract as required under Article 32.

Article 19 – Contact Persons, Proper Addresses, Notification

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the City: Ms. Joyce Amaro, Project Manager
Address: Stormwater & Used Oil Recycling Public Education Program
City of Los Angeles, Bureau of Sanitation
Watershed Protection Division
2714 Media Center Drive
Los Angeles, CA 90065

To the Contractor: Mr. Stephen Groner, Principal
Address: S. Groner Associates
4510 East Pacific Coast Highway
Long Beach, CA 90804

Article 20 – Force Majeure

Notwithstanding any other provisions hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the Contractor's or the City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine

restrictions, 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.

Article 21 – Severability

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract shall continue as modified.

Article 22 – Disputes

Should a dispute or controversy arise concerning provisions of this Contract or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

Article 23 – Entire Agreement

This Contract contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as herein provided.

Article 24 – Applicable Law, Interpretation, 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 governed by, enforced and interpreted under the laws of the State of California and the City of Los Angeles. The Contractor 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.

Article 25 – Current Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the City's Business Tax Ordinance (Article 1,

Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the Contractor 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. (S. Groner Associates, BTRC # 938914-34)

Article 26 – Bonds

Duplicate copies of all bonds, which may be required hereunder shall conform to the 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.

Article 27 – Child Support Assignment Orders

27.1 This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders. The Contractor is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit D and incorporated herein by this reference. Pursuant to this ordinance, the Contractor shall (1) fully comply with all State and Federal employment reporting requirements for the Contractor's or Contractor's Subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of the Contractor and applicable Subcontractors 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 10.10.b of the Los Angeles Administrative Code, failure of the Contractor or an applicable Subcontractor 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 the Contractor or applicable Subcontractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default 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 the Contractor by the City.

27.2 The Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. The Contractor 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.

Article 28 – Living Wage Ordinance, Service Contractor Worker Retention Ordinance

- 28.1 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 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.
- 28.1.1 Payment of a minimum initial wage to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- 28.1.2 The Contractor further pledges that it will comply with Federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. The Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of Federal law proscribing retaliation for union organizing. The Contractor shall deliver the executed pledges from each Subcontractor to the City within ninety (90) days of the execution of the subcontract. The Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor with respect to such pledges and fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such Federal law.
- 28.1.3 The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance 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. The Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.
- 28.1.4 Any subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC 21 and shall incorporate the provisions of the LWO and the SCWRO.

- 28.1.5 The Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- 28.2 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 has violated provisions of the LWO and the SCWRO.
- 28.3 Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (1) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- 28.4 Earned Income Tax Credit (EITC)
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. Employers must further make available to employees the forms required to secure advance EITC payments from employers.

Article 29 – Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq., and with the provisions of the certification regarding compliance with the Americans with Disabilities Act, which is attached hereto as Exhibit F and incorporated herein by this reference.

Article 30 – Equal Benefits Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

- 30.1 The Contractor shall comply with the Equal Benefits Ordinance during the performance of this Contract and the Contractor certifies and represents that the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.
- 30.1.1 The Contractor agrees to post a copy of Paragraph 30.1 hereof in conspicuous places at its place of business available to employees and applicants for employment.
- 30.1.2 The Contractor shall permit access to and may be required to provide certified copies of all its records pertaining to employment and to its employment practices to the awarding authority, or to the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.
- 30.1.3 The failure of any Contractor to comply with the Equal Benefits Provisions of this Contract may be deemed to be a material breach hereof. 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 City Administrative Officer. 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.
- 30.1.4 Upon a finding duly made that the Contractor has breached the Equal Benefits Provisions of this Contract, this 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 hereto, such breach may be the basis for a determination by the awarding authority or the City Administrative Officer that said Contractor is an irresponsible bidder 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 it shall establish and carry out a program in conformance with the provisions hereof.
- 30.1.5 Notwithstanding any other provisions of this Contract, the City of Los Angeles shall have any and all other remedies at law for any breach hereof.
- 30.1.6 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.

30.1.7 The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modification of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.

30.1.8 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.

Article 31 – Waiver

A waiver of default of any term 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.

Article 32 – Prohibition Against Assignment or Delegation

The Contractor 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.

Article 33 – Permits

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

Article 34 – Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract, so as to prevent any lien or

other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

Article 35 – Discounts

The Contractor 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 discounts to payments made under this Contract which meet the discount terms.

Article 36 – 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 Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires the Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change would affect the Contractor's fitness and ability to continue performing the scope of work outlined in the contract. In accordance with the provisions of this Ordinance, by signing the Contract, the Contractor pledges, under penalty of perjury, to comply with all applicable Federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Contractor 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 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 has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its Subcontractors, as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and, (4) ensure that its Subcontractors, as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the Awarding Authority 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 subcontract.

Article 37 – Slavery Disclosure Ordinance (SDO)

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this contract will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

The Affidavit is attached hereto as Exhibit H.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the above date and warrant respectively that each has full right and authority to so act.

City of Los Angeles:

By: _____
Commissioner
Board of Public Works

By: _____
Commissioner
Board of Public Works

Date: _____

Date: _____

S. Groner Associates, Inc.:

By: _____
Stephen Groner, Principal
S. Groner Associates, Inc.

Date: _____

Approved as to Form:
Rockard J. Delgadillo
City Attorney

Attest: Frank Martinez
City Clerk

By: _____
Christopher M. Westhoff
Assistant City Attorney

By: _____

Date: _____

Date: _____