April 22, 2011

Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, CA 90012

Honorable Members of the City Council
City of Los Angeles
c/o City Clerk
200 North Spring Street, Room 360
Los Angeles, CA 90012

Attention: Pamela Finley, Legislative Coordinator
Attention: Sharon Gin, Legislative Assistant

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORITY TO APPLY FOR TWO GRANTS, U.S. CONFERENCE OF MAYORS AND THE HEALTHY HOMES PRODUCTION GRANT, AND TO AMEND AN EXISTING PROFESSIONAL SERVICE CONTRACT

SUMMARY

The Los Angeles Housing Department (LAHD) Home Ownership Division administers a Lead Hazard Reduction Program (LHRP) designed to prevent and control lead-based paint hazards in privately-owned housing and rental properties. In January 2011, the United States Conference of Mayors (USCM) announced the availability of funding up to $200,000 under the Lead Safe for Kids’ Sake Grant. In April 2011, the U.S. Department of Housing and Urban Development (HUD), Office of Healthy Homes and Lead Hazard Control, announced the availability of a maximum of a $2 million grant through the Healthy Homes Production (HHP) Program. The deadline for submittal is May 13th, 2011 for the USCM grant and June 9th, 2011 for the HHP Grant.

The General Manager of LAHD respectfully requests authority to apply for both grants, for a maximum of $2.2 million dollars and subsequently enter into negotiations and execute the necessary documents should the City be successful in receiving the funds.
Additionally, to assist in preparing the HHP application, LAHD is requesting authority to negotiate and amend an existing professional service contract with grant writer Karin Pally for up to $10,000 and to add 12 months to the existing contract term beginning August 1, 2011, and ending July 31, 2012, for a total period of 24 months.

RECOMMENDATION

The General Manager, LAHD, respectfully requests:

1. That your office schedule this transmittal at the next available meeting of the appropriate City Council Committee(s) for review and forward it to the City Council for review and approval immediately thereafter;

2. That the City Council:

   A. AUTHORIZE the General Manager, LAHD, or designee, to submit the requested two applications by the due dates for each grant identified above.

   B. AUTHORIZE the General Manager, LAHD, or designee, to enter into negotiations with USCM and/or HUD, should LAHD be successful in its application.

   C. AUTHORIZE the General Manager, LAHD, or designee, to execute the grant agreement(s) with HUD and USCM subject to review by the City Attorney as to form.

   D. DESIGNATE the General Manager, LAHD, or designee, as the responsible Officer to administer the funds in accordance with grant agreements established with HUD.

   E. AUTHORIZE the General Manager, LAHD, or designee, to negotiate and amend an existing professional service contract for assistance in grant writing and technical services for an additional amount of up to $10,000, not to exceed a maximum contract amount of $30,000 and to add 12 months to the existing contract term beginning August 1, 2011, and ending July 31, 2012, for a total period of 24 months, subject to contract performance and funding availability, and subject to the review and approval of the Office of the City Attorney as to form and the Department of Public Works Bureau of Contract Administration as to compliance with City contracting requirements (See table below).

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract No.</th>
<th>Amendment No.</th>
<th>Requested Amount</th>
<th>Contract Amount (before request)</th>
<th>Contract Amount (after request)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karin Pally</td>
<td>C-117937</td>
<td>1st</td>
<td>$10,000</td>
<td>$20,000</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
F. AUTHORIZE the City Controller to expend funds for Karin Pally’s contract, from the adopted 2010-2011 budget-account 3040, contractual services (Funding Source-Municipal Housing Finance Funds-Fund No. 815), for a new total of $30,000, upon proper demand from the General Manager of LAHD or designee.

G. AUTHORIZE the General Manager, LAHD, or designee, to prepare Controller’s instructions and/or make any necessary technical adjustments consistent with the Mayor and City Council actions on these programs, subject to the approval of the City Administrative Officer, and request the Controller to implement these instructions.

3. That the Mayor concur with the action of the City Council.

BACKGROUND

1) United States Conference of Mayors (USCM) and DuPont Cities United for Science Progress (CUSP)-Lead Safe for Kids’ Sake Grant Program.

Grant Description:
USCM is the official nonpartisan organization of cities with populations of 30,000 or more. Each city is represented in the conference by its chief elected official, the mayor. The primary roles of USCM are to: 1) Promote the development of effective national urban/suburban policy; 2) Strengthen federal-city relationships; 3) Ensure that federal policy meets urban needs; 4) Provide mayors with leadership and management tools; and 5) Create a forum in which mayors can share ideas and information. Cities United for Science Progress (CUSP), a partnership of USCM and DuPont, established the Lead Safe For Kids’ Sake Grant Program in 2002 to assist mayors in creating healthier, safer and more innovative economically vibrant cities through science-based solutions.

The City of Los Angeles proposes the following innovative ideas:
1. Develop a software program that links LAHD’s Code, Compliance, and Rent Information System (CCRIS) with the County of Los Angeles Childhood Lead Poisoning Prevention Program’s (CLPPP) Environmental Health Management Information System (EMIS). The City’s proposed program will allow both systems to interface with each other; thereby, alerting each agency about the location of lead-poisoned cases and the existence of lead-based paint hazards. This innovative approach will allow CLPPP to enforce their mandate of providing “lead-safe units” for victims of lead poisoning and allow LAHD inspectors to enforce the Health and Safety Codes that would prevent children in adjacent units from being poisoned. CLPPP only addresses the “lead poisoned” unit, whereas LAHD can address all other units in the building.

2. Provide necessary training to all City Inspectors and 3-1-1 Ambassadors (telephone operators). Inspectors will receive training on the federal “Renovation, Repair and Painting Rule” (RRP) and 3-1-1 Ambassadors would be trained on receiving and
directing complaints of "unsafe work practices" from constituents to inspectors. Upon receiving a 3-1-1 call, an "on-call" City inspector will be dispatched to inspect and issue an immediate "Stop Work Order Notice" for violation of unsafe work practices. The inspector will be trained and equipped with a X-Ray Fluorescence (XRF) testing gun to immediately identify paint that may be considered hazardous. Under the provisions of the RRP Rule, contractors can be fined up to $37,500 a day per violations for using "unsafe work practices".

3. The LAHD will address the control of lead-based paint hazards in approximately 25 single room occupancy with children under age of six. Under Title X of the 1992 Housing and Community Development Act (The Residential Lead Hazard Reduction Act), Single Room Occupancy and Efficiency Housing Units (zero-bedroom) are not considered eligible to receive federal funding for remediation of lead-based paint hazards. This provision of the law leaves children that occupy these units vulnerable to lead-based paint hazards due to lack of funding. Based on information from 2000 Census data, approximately 8% (111,566 units) of the City's housing stock are zero-bedroom units. Funding will allow non-profit organizations to mitigate lead-based paint hazards in zero-bedroom units.

2) HUD's Office of Healthy Homes and Lead Hazard Control, Healthy Homes Production (HHP) Program.

Grant Description:
HHP, authorized under Section 502 of the Housing and Urban Development Act of 1970, is part of HUD's overall Healthy Homes Initiative launched in 1999. The program takes a comprehensive approach to address various health and safety issues such as asthma, lead poisoning, carbon monoxide poisoning, and injuries. The available grant is $2 million, and the "period of performance" is 36 months. A minimum match of 10% of the Federal funds is required. LAHD anticipates meeting the 10% match through Systematic Code Enforcement Program (SCEP). Administrative expenses, not directly related to the HHP, must not exceed 10% of the overall grant.

City of Los Angeles proposed Healthy Homes Grant Program:
LAHD is proposing a HHP Program that identifies and controls existing health and safety hazards in low-income single and multi-family housing throughout the City of Los Angeles. The program will work in tandem with LAHD's SCEP by addressing properties that have been cited for health and safety code violations. A network of public and private agencies consisting of Los Angeles Housing Authority, Community Based Organizations, clinics, advocacy groups, will all play key roles in the implementation process. As a result of these efforts, LAHD anticipates a reduction in asthma and injury related emergency room.

CONTRACT AMENDMENT

For the purpose of applying for the 2011 HUD Healthy Homes Production Grant, LAHD is requesting authority to increase appropriations and extend the services of an existing grant writer. The recommended grant writer is Karin Pally, who is on the City's list of approved
Professional Service Consultants and has secured numerous Lead Grants for the City. (Ref. CAO File No. 0220-00540-0816). For this contractor, LAHD is requesting an additional amount of up to $10,000 for a total contract amount not to exceed $30,000. The amended amount will be funded through the Municipal Housing Finance Funds approved by Mayor and City Council for Fiscal Year 2010-11.

CONCLUSION

With the availability of grant funding, the City has been successful in providing “lead safe” housing and encouraging “lead safe work practices”. These efforts have strengthened the existing infra-structure consisting of healthy homes advocates, community-based organizations and public agencies dedicated to “lead poison prevention” and “healthy homes”. These grants will contribute to the City’s efforts to provide needed services to residents who are unable to obtain assistance elsewhere.

FISCAL IMPACT STATEMENT

The activities are grant funded. There will be no fiscal impact on the General Fund.
Healthy Homes and U.S. Conference of Mayors Grant Programs
Page 6

Prepared by:
COURTNEY N. DURHAM
Rehabilitation Project Coordinator I

Reviewed by:

Reviewed by:
VASKEN DJANSEZIAN
Community Housing Programs Manager

Reviewed by:

Reviewed by:

Reviewed by:

Approved by:
HELMI HISSERICH
Assistant General Manager

Approved by:

Approved by:

DOUGLAS GUTHRIE
General Manager

Enclosures: Attachment 1- First Amendment to Agreement between City of Los Angeles and Karin Pally
First Amendment to Agreement between
City of Los Angeles
and
Karin Pally
FIRST AMENDMENT
TO AGREEMENT NUMBER C-117937 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
Karin Pally

THIS FIRST AMENDMENT to Agreement Number C-117937 of City of Los Angeles Contract is made and entered into, by and between the City of Los Angeles, hereinafter referred to as the City, and Karin Pally, a sole proprietor, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective August 1, 2010 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section §506 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (Council File Number 10-1140, adopted by City Council on TBD, and concurred by the Mayor on TBD) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding an additional 15 months for a new ending date of October 31, 2012; (b) adding an additional Ten Thousand Dollars ($10,000) for a new maximum total contract compensation amount of Thirty Thousand Dollars ($30,000); and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended effective April 8, 2011, as follows:
FIRST AMENDMENT

§1. Amend Section §201 Time of Performance, by deleting the current ending date of July 31, 2011, and replacing with the new ending date of October 31, 2012. This amendment adds an additional Fifteen (15) months for a total term of Twenty-Seven (27) months.

§2. Amend Section §202 Services to be Provided By Contractor Subsection B.1 by deleting it in its entirety and replacing it as follows:

B. The Contractor shall provide contractual services which are supported by the Fee Schedule (Exhibit F). All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

1) Contractor will prepare up to three (3) U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control (OHHLHC) grant applications. The grants are:

- Lead-Based Paint Hazard Reduction Demonstration Grant
- Lead Based Hazard Control Grant
- Healthy Homes Demonstration Grant Program

§3. Amend Section §301 Compensation and Method of Payment, by deleting the current total dollar amount of Twenty Thousand Dollars ($20,000) and replacing with the new total dollar amount of Thirty Thousand Dollars ($30,000).

This Amendment adds an additional Ten Thousand Dollars ($10,000) for a new total of Thirty Thousand Dollars ($30,000).

§4. Amend Section §408, “Non-discrimination and Affirmative Action,” by deleting it in its entirety and replacing it as follows:

A. 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 Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. The Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars ($1,000) but not more than One Hundred Thousand Dollars ($100,000), the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred
Thousand Dollars ($100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. 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 City.

c. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

d. No person shall on the grounds of race, ancestry, color, citizenship, national origin, sex, sexual preference, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, or political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations, Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§5. Amend Section §413, “Insurance,” Subsection A, “General Conditions,” Paragraph 1, by deleting it in its entirety and replacing it as follows:

“During the term of this Agreement and without limiting Contractor’s indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles – Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to City’s insurance plan. Except when City is a named insured, Contractor’s insurance is not expected to respond to claims which may arise from acts or omissions of the City.”

§6. Amend Section §415, “Compliance with State and Federal Statutes and Regulations,” as follows:

Delete Subsection A, paragraph 1, part (9) (a), “Civil Rights,” by deleting it in its entirety and replacing it with the following:

“(9) Civil Rights
Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcoholic and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 et seq., and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.”

§7. Add Section §428, “First Source Hiring Ordinance,” as follows:

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

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

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority’s Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor’s subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City’s authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

§8. Amend Exhibit A entitled “Instructions and Information on Complying with City Insurance Requirements” by deleting it in its entirety and replacing with a Revised Exhibit A entitled “CITY OF LOS ANGELES INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS” attached hereto.

§9. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

§10. This Amendment is executed in three (3) triplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages which constitute the entire understanding and agreement of the parties.
IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By: _____________________________
   Deputy / Assistant City Attorney

Date: ____________________________

ATTEST:

JUNE LAGMAY, City Clerk

By: _____________________________
   Deputy City Clerk

Date: ____________________________

(Contractor’s Corporate Seal or Notary)

Executed this ____ day of __________, 2011

For: THE CITY OF LOS ANGELES

DOUGLAS GUTHRIE
General Manager
Los Angeles Housing Department

By: _____________________________

Executed this ____ day of __________, 2011

For: Karin Pally, Sole Proprietor

By: _____________________________

Print name: Karin Pally
Title: Sole Proprietor

By: _____________________________

Print name: _______________________
Title: ____________________________

City Business License Number: 0000759265-0001-5
Internal Revenue Service Number: 551-62-8307
Council File Number 10-1140
Contract/Amendments 1st Amendment
Original Contract 07/21/10 & 08/24/10

Said Agreement is Number C - 117937 of City Contracts, Amendment 1

Karin Pally 6 / 8
1st Amendment C-117937
1. Agreement/Reference All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

3. Acceptable Evidence and Approval Electronic submission is the preferred method of submitting your documents. Track4LA™ is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY. Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval. Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed Insurance Industry Certificates other than ACORD 25 Certificates can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA will delay the insurance approval process as documents will have to be manually processed.

Karin Pally
1st Amendment C-117937
Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY’s online insurance compliance system, at http://track4la.lacity.org.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at http://track4la.lacity.org or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

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

9. **Workers’ Compensation and Employer’s Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state’s Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers’ Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer’s right to recover (from the CITY) any workers’ compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder’s Risk/Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

Karin Pally
1st Amendment C-117937