

THIRD AMENDMENT
TO AGREEMENT NUMBER C-120119 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
COALITION FOR ECONOMIC SURVIVAL
OUTREACH AND EDUCATION SERVICES

THIS THIRD AMENDMENT to Agreement Number **C-120119** 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 **COALITION FOR ECONOMIC SURVIVAL** a Non-Profit California Corporation, 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 January 1, 2012 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section §505 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 **xx-xxxx**, adopted by City Council and concurred by the Mayor on **xx-xx-xxxx**), which authorizes the General Manager of the Housing and Community Investment Department of the City of Los Angeles formerly known as Los Angeles Housing Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of Seventeen Thousand Dollars (**\$17,000**) for a new total amount of One Hundred Twenty-One Thousand Five Hundred Dollars (**\$121,500**); (b) adding additional services; 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 July 1, 2014, as follows:

THIRD AMENDMENT

- §1. Amend Section 301A Compensation by deleting the total dollar amount of One Hundred Four Thousand Five Hundred Dollars (**\$104,500**) for a new total amount of One Hundred Twenty-One Thousand Five Hundred Dollars (**\$121,500**).

This amendment adds an additional Seventeen Thousand Dollars (**\$17,000**) for a new total amount of One Hundred Twenty-One Thousand Five Hundred Dollars (**\$121,500**).

- §2. Amend Section 202 Services to be Provided by the Contractor Subsection 1, Door –to-Door Education and Outreach by deleting it in its entirety and replacing it as follows:

1. Door-to-Door Education and Outreach

The Contractor shall be required to make **1,350** in-person contacts with adult residents in either single-family or multi-family units for a minimum time period of ten (10) minutes. During the agreement period, the contractor shall:

- a. Educate occupants on the hazards of lead-based paint, lead safe work practices and lead poisoning prevention including distributing the Environmental Protection Agency's booklet "*Protect your Family from Lead in Your Home and Keep It Clean*" and/or other pamphlets that may be helpful in preventing lead poisoning.
- b. Inform residents, landlords, and property owners of the LHRP, Systematic Code Enforcement Program (SCEP), and other Programs that may be of assistance in preventing lead poisoning.
- c. Obtain necessary information from participating household occupant(s), (including, income, unit address, type of unit, age of building, list of household occupants, number and name of children less than 6 years of age residing or visiting, name of landlord or owner, contact person).
- d. Keep written records of the initial visit and all follow up visits.

- §3. Amend Section 202 Services to be Provided by the Contractor Subsection 2, Target Meetings by deleting it in its entirety and replacing it as follows:

2. Target Meetings

The Contractor shall conduct **32** meetings which includes pre-scheduled "on-site" meetings, consisting of four or more people in attendance, with specific groups (tenants, landlords, parent groups, child-care providers, and real estate professionals). At these meetings, the information discussed, provided, and disseminated shall be the same information as specified in the above Section B.1. (Door-to-door Education and Outreach).

§4. Amend Section 202 Services to be Provided by the Contractor Subsection 3, Neighborhood Meetings/Community Meetings/Health Fairs by deleting it in its entirety and replacing it as follows:

3. Neighborhood Meetings/Community Meetings/Health Fairs

The Contractor shall conduct **12** meetings which are Neighborhood/Community meetings and **14** events which are Health Fairs, organized within a specific block or Council District. This type of meeting may be conducted as part of another neighborhood or community meeting for the benefit of educating residents on topics such as “lead poisoning prevention and control,” as well as the City’s LHRP. At these meetings, the information discussed, provided, and disseminated shall be the same information identified in Section B.1. (Door-to-door Education and Outreach). The outreach contractor shall develop effective techniques and methods for reaching its target audience. A copy of the presentation must be submitted to the LHRP. A minimum of ten (10) residents shall be in attendance.

§5. Amend Section 202 Services to be Provided by the Contractor Subsection 4, Referrals of Units to the LHRP by deleting it in its entirety and replacing it as follows:

4. Referral of Units to the LHRP

The Contractor shall be required to submit a minimum of, **eighty (80)** units for participation into the LHRP and collect sixty-four (**64**) complete applications. For the applications to count toward a Contractor’s benchmarks as a completed application, the following must be submitted for each project:

a. Owner’s Application

1. Completed LHRP Owner’s Application
2. Title / Grant Deed (Any supporting documentation, if necessary)
3. Property Insurance
4. Proof of Income, if owner occupied
5. Copy of Lead Blood Test, if owner occupied

b. Tenant Application (Rental Units)

1. Completed LHRP Tenant’s Application
2. Proof of Income
3. Copy of Lead Blood Test, if applicable

A complete application must be provided for every unit in the project. In the case that there are non-participating units or vacant units, contractor

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must first submit project to the LHRP who will review the project on a case by case basis. If the project is accepted, non-participating units will not be credited towards the Contractor's benchmarks. If a unit is vacant, a memo must be provided stating the complete address for the unit, and that it is vacant. The vacant unit memo will count as a completed application. Once the complete project applications have been received, the number of participating units will be credited towards the Contractor's benchmarks.

§6. Delete and replace section **§418. Inventions, Patents and Copyrights** with the following

A. Reporting Procedure for Inventions

1. If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor (U.S. Department of Labor.) Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. §§200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

1. City/State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each have an unencumbered right, and a non-exclusive,

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irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 29 CFR 97.34

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants – IF APPLICABLE

1. This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

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2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third parties with respect to the Intellectual Property. If Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract,

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Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly or indirectly from this Contract or any subcontract.

6. The requirement for Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the

performance of this Contract will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Contract.

2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

I. Patent Rights

1. With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its right, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

J. Third-Party Intellectual Property

1. Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining City/State's prior written approval; and (ii) granting to or obtaining for City/State's, without additional compensation, a license, as described in Section G. above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

K. Warranties

1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in

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this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, its modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Contractor.

- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - c. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
 - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State make no warranty that the intellectual property resulting from this subgrant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which

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arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.

2. Should any Intellectual Property licensed by Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

1. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

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

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§8. This Amendment is executed in three (3) originals, each of which is deemed to be an original. This Amendment includes twelve (12) pages which constitute the entire understanding and agreement of the parties.

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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:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy / Assistant City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

(Contractor's Corporate Seal or Notary)

Executed this ____ day of _____, 2014

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Interim General Manager
Housing and Community Investment
Department

By: _____

Executed this ____ day of _____, 2014

For: **Coalition for Economic Survival**

By: _____
Print name: Larry Gross
Title: Executive Director

By: _____
Print name:
Title:

City Business License Number: 945691-43
Internal Revenue Service ID Number: 95-464-1627
CFDA Number: CDBG -14.218, HOME – 14-239, Lead - 14.900

Contract/Amendments	Council File Number	Council & Mayor Approval Dates
Third Amendment		
Second Amendment	14.8	
First Amendment		
Original Contract		

Said Agreement is Number C-120119 of City Contracts, Amendment 3

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No.	Code	Class	Direct Cost	Fringe Cost - CAP 34 @ 35.68%	GASP - CAP 34 @ 1.15%	Total Related Cost Fringe + GASP
1	1358	Clerk Typist	\$ 53,511.64	\$ 19,092.95	\$ 615.38	\$ 19,708.34
1	1542	Project Assistant	\$ 63,398.40	\$ 22,620.55	\$ 729.08	\$ 23,349.63
1	1542	Project Assistant	\$ 63,398.40	\$ 22,620.55	\$ 729.08	\$ 23,349.63
1	1513-2	Accountant II *	\$ 83,876.00	\$ 29,926.96	\$ 964.57	\$ 30,891.53
1	1569-1	Rehabilitation Construction Specialist I	\$ 89,676.86	\$ 31,996.70	\$ 1,031.28	\$ 33,027.99
1	1569-1	Rehabilitation Construction Specialist I	\$ 92,076.92	\$ 32,853.05	\$ 1,058.88	\$ 33,911.93
1	1569-1	Rehabilitation Construction Specialist I	\$ 96,877.04	\$ 34,565.73	\$ 1,114.09	\$ 35,679.81
1	1569-2	Rehabilitation Construction Specialist II	\$ 94,476.98	\$ 33,709.39	\$ 1,086.49	\$ 34,795.87
1	1569-2	Rehabilitation Construction Specialist II	\$ 109,951.15	\$ 39,230.57	\$ 1,264.44	\$ 40,495.01
1	8502-1	Rehabilitation Project Coordinator I	\$ 113,505.60	\$ 40,498.80	\$ 1,305.31	\$ 41,804.11
1	8502-2	Rehabilitation Project Coordinator II	\$ 124,459.20	\$ 44,407.04	\$ 1,431.28	\$ 45,838.32
11		Total	\$ 985,208.19	\$ 351,522.28	\$ 11,329.89	\$ 362,852.18
		5% Contingency only for LG-10 and HH	\$ 34,466.50	\$ 34,466.50	\$ 396.36	\$ 34,862.86
			\$ 1,019,674.69	\$ 385,988.78	\$ 11,726.26	\$ 397,715.04

* Not an exempt position