

TRANSMITTAL

To:

THE COUNCIL

Date: 08/21/2015

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to read 'Eric Garcetti', is written over a faint blue circular stamp.

(Ana Guerrero)

ERIC GARCETTI
Mayor



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Regulatory Compliance & Code Bureau
1200 West 7th Street, 8th Floor, Los Angeles, CA 90017
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hcidla.lacity.org

August 20, 2015

Council File: 15-0471
Council Districts: Citywide
Contact Persons:
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The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORIZATION TO ENTER INTO CONTRACTS WITH PROPOSERS SELECTED THROUGH A REQUEST FOR PROPOSALS (RFP) FOR TENANT OUTREACH AND EDUCATION SERVICES FOR THE RENT ESCROW ACCOUNT PROGRAM (REAP) AND THE UTILITY MAINTENANCE PROGRAM (UMP)

Summary

Pursuant to Council File Number 15-0471, approved on June 4, 2015, the Los Angeles Housing + Community Investment Department (HCIDLA) issued an RFP on June 8, 2015 to solicit qualified firms to provide REAP and UMP Tenant Outreach and Education Services. Subsequently, six proposals were received. HCIDLA completed a thorough review of the proposals and recommends that contracts be awarded to the following proposers:

Inquilinos Unidos
Inner City Law Center
Coalition for Economic Survival
Strategic Actions for a Just Economy

HCIDLA proposes awarding and executing contracts with the above named proposers to commence on or about October 1, 2015 for nine months, with an option to extend for two additional periods of up to one year each, for a total not to exceed thirty-three months, subject to contractor performance, available funding, and approval by the City Council and the Mayor. The total projected program cost of \$450,000 for the initial contract term from October 1, 2015 to June 30, 2016 (nine months), as well as \$600,000

annual cost for the renewal options, will be expended from the Code Enforcement Trust Fund and Rent Stabilization Trust Fund with no impact to the General Fund. Appropriation for the annual renewals will be included as part of HCIDLA's annual budget request.

Approval of the following recommendations will enable HCIDLA to continue utilizing the services of the contractors to provide outreach and education services primarily to the tenants whom reside in the properties that are subject to the REAP and UMP. The tenant outreach program, which has been successful in supporting the REAP and UMP, is intended to encourage landlords to bring properties that have existing Housing Code violations into compliance and maintain their properties.

The tenant outreach program provides information and education to tenants, encourages tenants to participate in REAP, and aids the City in reducing tenant constructive evictions due to non-payment of utilities. HCIDLA prevents constructive evictions by using available escrow funds to pay the Los Angeles Department of Water and Power (LADWP) for utility services when property owners fail to make timely payments. The tenant outreach contractors also assist property owners in ensuring that violations are removed, and facilitate conflict resolution between landlords and tenants.

Recommendations

The General Manager of HCIDLA respectfully requests that this transmittal be scheduled for consideration at the next available meeting(s) of the appropriate City Council committee(s) and be scheduled for consideration by the full City Council immediately thereafter.

The General Manager of HCIDLA further recommends that the City Council, subject to the approval of the Mayor, take the following actions:

- A. AUTHORIZE the General Manager of HCIDLA or designee to negotiate and execute contracts with the following agencies to provide outreach and education services to tenants whom reside in the buildings that are subject to the REAP and/or UMP programs for a nine-month term to commence on or about October 1, 2015, with an option to extend for two additional periods of up to one year each, for a total not to exceed thirty-three months, subject to the approval of the City Attorney as to form:

	Initial Contract Term October 1, 2015 – June 30, 2016	Annual Renewal (12 months)
Inquilinos Unidos	\$112,500	\$150,000
Inner City Law Center	\$112,500	\$150,000
Coalition for Economic Survival	\$112,500	\$150,000
Strategic Actions for a Just Economy	<u>\$112,500</u>	<u>\$150,000</u>
Total Cost:	\$450,000	\$600,000

B. AUTHORIZE the City Controller:

1. To transfer appropriation within fund/Department 41M/43 as follows:

From:

Account	Description	Amount
43M411	Unallocated	\$427,500.00

To:

Account	Description	Amount
43M228	Rent and Code Outreach Program	\$427,500.00

2. To transfer appropriation within fund/Department 440/43 as follows:

From:

Account	Description	Amount
43M411	Unallocated	\$22,500.00

To:

Account	Description	Amount
43M228	Rent and Code Outreach Program	\$22,500.00

3. To expend funds not to exceed \$450,000 from the above funds and accounts upon proper written demand of the General Manager, or designee.

- C. AUTHORIZE the General Manager of HCIDLA or designee to prepare Controller instructions and make any necessary technical adjustment consistent with the Mayor and Council action on this and other approved projects, subject to the approval of the City Administrative Officer (CAO), and to instruct the Controller to implement the instructions.

Background

In 1988, the City Council and the Mayor, increasingly concerned with the deterioration of rental housing in the City, adopted a Rent Escrow Account Program (REAP) whereby tenants could place their rents into an escrow account when the landlord had refused or persistently failed to correct cited deficiencies (CF 87-1084-S2). Shortly thereafter, the Council and the Mayor also adopted the Rent Reduction Program (RRP) which consisted of a schedule of rent reductions that corresponded to reductions of housing services that rendered a rental unit uninhabitable under California Civil Code section 1941.1. The REAP/RRP program proved extremely effective in encouraging owners to bring their buildings up to at least minimum standards of habitability when tenants participated in the program.

In 1993, the City Council and the Mayor strengthened protections for tenants participating in the REAP program and provided for expedited inclusion of properties where there was imminent threat to the health and safety of tenants (CF 93-1850). In 1997, the City established the REAP outreach program whereby it contracted with three community organizations to expand participation by tenants in the REAP program through provision of education and outreach to the tenants residing in the subject buildings (CF 93-1850-S1). That same year the City Council and Mayor expanded the REAP program to include properties referred under the Utility Maintenance Program, which applies to the master metered, rent stabilized

properties where tenants were threatened with utility shut-off because of property owners' delinquency in payment to the Department of Water and Power. In February 1999, the Mayor and City Council directed the General Manager of HCIDLA to issue an RFP for contractors to provide outreach services to tenants residing in rental units subject to the REAP and UMP, commencing the REAP/UMP Tenant Outreach Services that exist today.

In 2001, the City and the Mayor authorized HCIDLA to add a contract specifically tailored to provide outreach services to landlords. Currently, HCIDLA contracts with four organizations to provide outreach and education services to both landlords and tenants.

The success of these programs and the subsequent improvement of rental housing conditions depend on the tenants' and landlords' understanding of the programs and their level of involvement and participation. Increased participation by the tenants may act to provide a financial incentive to the owners to correct Housing Code violations in their rental properties due to the collection of less rent. Increased tenant education is necessary to provide information and to encourage participation, since REAP participation is voluntary. Similarly, providing information and assistance to landlords is imperative in reducing the amount of time a property is in REAP and preventing reoccurrences of REAP cases for the same properties.

Request for Proposals (RFP) Process

On June 8, 2015, HCIDLA released an RFP to solicit responses from interested firms and organizations to provide REAP/UMP Tenant Outreach and Education Services. The RFP was advertised in the Los Angeles Times and the Daily Journal and posted on the Los Angeles Business Assistance Virtual Network (LABAVN) and HCIDLA web pages. The RFP was cross-listed in ten different categories on LABAVN ranging from property managers to social advocacy organizations for maximum exposure to potential bidders, and as a result, over 3,200 notifications were sent to LABAVN users. Additionally, HCIDLA staff sent e-mails to ten organizations that appear to have the expertise to carry out the functions of a tenant outreach contractor. These were mainly nonprofit legal services firms. To be eligible for consideration, proposers needed to:

1. Be in good standing with any and all regulatory oversight agencies.
2. Be qualified to conduct business in the State of California.
3. Be in good standing with the Secretary of State, if a corporation, limited liability company, or partnership.
4. Have at least three (3) years of experience performing outreach and educational services for tenants (as individuals or in groups) with respect to landlord/tenant law. Have knowledge and experience related to the REAP and UMP.
5. Have the ability to put an effective tenant outreach program into operation at the beginning of the contract term.
6. Be able to offer as a regular course of services in both English and Spanish, at a minimum, and arrange translation services for other dominant languages for a building or a community, as needed.
7. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
8. Have not been debarred by the Federal government, State of California or local government.

9. Have no outstanding debt which has not been repaid or for which a repayment agreement plan has not been implemented, if the contractor has previously contracted with the State of California or the City of Los Angeles. If it has contracted with HCIDLA, it must not have an outstanding disallowed cost or other liability to the City.

Six proposals were received in response to the RFP. HCIDLA formed a review team consisting of six HCIDLA staff from various divisions who conducted a thorough review of the proposals. Four out of the six reviewers work outside of the Regulatory Compliance & Code Bureau, the bureau that originated the RFP. Each proposal was evaluated on its own merit for content, responsiveness, conciseness, clarity, relevance, cost, and adherence to the instructions in the RFP. The criteria for evaluating proposals included the following:

Evaluation Criteria	Max Points
Demonstrated Ability <ul style="list-style-type: none"> Agency and Staff experience. Commitment to the tenant outreach program's goals and objectives, and the goals of the pertinent enforcement agencies. Organizational capacity to undertake the work. 	40
Program Design <ul style="list-style-type: none"> Quality and creativity of outreach program concepts and strategy. 	40
Budget and Financial <ul style="list-style-type: none"> Proposed budget, allocation of costs, and use of available resources to maximize the effectiveness of the tenant outreach and education program. 	20
Total Points	100
Local Business Preference Ordinance	8 Bonus Points

The table below shows the final average score awarded to each of the proposers. The four highest scored proposals from Inquilinos Unidos, Inner City Law Center, Coalition for Economic Survival, and Strategic Actions for a Just Economy are recommended for funding for the REAP/UMP Tenant Outreach and Education Services contract.

Rank	Applicant	Number of Evaluators	Average Score (100 points maximum)
1	Inquilinos Unidos	3	98.7
2	Inner City Law Center	3	97.7
3	Coalition for Economic Survival	3	93.0
4	Strategic Actions for a Just Economy	3	91.7
5	BASTA, Inc.	3	83.7
6	International Realty & Investments	3	62.7

RFP Appeals Process

All proposers were entitled to appeal the results of their proposal evaluations on procedural issues only. On July 22, 2015, two non-awarded proposers were notified of the proposal review results, and one proposer, BASTA, Inc., submitted an appeal. In response, HCIDLA staff formed an Appeal Review Panel consisting of two HCIDLA Division Directors whom both work outside of the Regulatory Compliance & Code Bureau. The Appeal Review Panel's task was to review and make a determination pertaining to the appeal. As a result of the appeal, the appellant's proposal score was granted an additional eight bonus points for the Local Business Preference Ordinance, due to a delay in processing the appellant's Local Business Certification form on the LABAVN website. However, awarding the eight additional points did not affect the rankings of the proposals. The Appeal Review Panel determined that the Proposal Review Process was properly followed for this RFP and therefore the adjusted score awarded to the appellant's proposal is final.


Summary

Inquilinos Unidos, Inner City Law Center, Coalition for Economic Survival, and Strategic Actions for a Just Economy are recommended for funding for the REAP/UMP Tenant Outreach and Education Services contract. Contracting with these four organizations will help HCIDLA to continue tenant outreach services in order to primarily educate tenants regarding their rights and responsibilities under REAP/UMP, thereby reducing the amount of time properties are in REAP and reoccurrences of REAP cases for the same properties.

Fiscal Impact Statement


There is no impact to the General Fund. The contracts are fully fee-supported, with 95% of the proposed budget (\$427,500.00) expended from the Code Enforcement Trust Fund and 5% (\$22,500.00) expended from the Rent Stabilization Trust Fund. The subsequent renewal contracts will also be fully fee-supported, with 95% of the proposed budget (\$570,000.00) expended from the Code Enforcement Trust Fund and 5% (\$30,000.00) expended from the Rent Stabilization Trust Fund.

Prepared by:



DAVID ZAITZ
Assistant Director
Compliance Division

Reviewed by:




ROYA BABAZADEH
Director of Enforcement Operations
Compliance Division

Reviewed by:



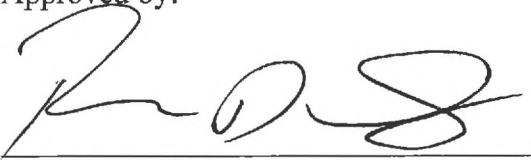
ROBERTO H. ALDAPE
Assistant General Manager
Regulatory Compliance & Code Bureau

Reviewed by:



LAURA K. GUGLIELMO
Executive Officer
HCIDLA

Approved by:



RUSHMORE D. CERVANTES
General Manager
HCIDLA

Attachments:

1. Draft Professional Services Agreement – Tenant Outreach Services

CITY OF LOS ANGELES
HOUSING AND COMMUNITY INVESTMENT DEPARTMENT

Agreement No. _____

Project /Program Title: **Rent Escrow Account Program (REAP) and
Utility Maintenance Program (UMP)
Tenant Outreach Services**

Contractor:

Doing Business As:

Type of Organization:

State Corporate Number:

City Business License Number:

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Exhibits

- Exhibit A Instructions and Information on Complying with City Insurance Requirements
- Exhibit B Notice of Prohibition Against Retaliation
- Exhibit C Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit D Certification Regarding Lobbying
- Exhibit E Management Representation Statement
- Exhibit F Fee Schedule

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and name of CONTRACTOR _____, **insert legal status**, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the HCIDLA is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development, and preservation of decent and affordable housing; and

WHEREAS, the HCID cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs, hereinafter called the Program which are its responsibility; and

WHEREAS, the Contactor is _____ organization possessing special expertise related to outreach to tenants residing in buildings in HCID's Rent Escrow Account Program and Utility Maintenance Program; and

WHEREAS, the project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and will be funded by the Rent Stabilization and Code Enforcement Trust Funds which have been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number _____ dated _____), which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as _____, **insert legal status**, having its principal office at _____

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City shall be, unless otherwise stated in the Agreement:

Rushmore D. Cervantes, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:
Roya Babazadeh, Director
Compliance Division
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

- 2. The representative of the Contractor shall be:
- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. 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.

§104. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.
- B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*
- C. City of Los Angeles Affirmative Action Plan, a copy of which is located at <http://bca.lacity.org/site/pdf/aa/aaformwo.pdf>
- D. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with the Los Angeles Administrative Code §10.8.3.
- E. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with the Los Angeles Administrative Code §10.41.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **insert specific date** and end **insert specific date**. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide contractual services identified in this section. There is no guarantee that the City will request any minimum or maximum amount of services during the term of this Agreement. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The primary purposes of this Agreement are to provide education and outreach for the Los Angeles Housing Department's Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) to tenants who are eligible to participate in the REAP and UMP. The Contractor must work collaboratively with other REAP and UMP Outreach Program Contractors and the HCID, to develop methods to promote voluntary tenant participation in the REAP and UMP. Additionally, it is the goal of this outreach program to obtain maximum tenant participation in the REAP and UMP, in an effort to reduce substandard housing in the City of Los Angeles.

To achieve this goal, the following services are to be provided by the Contractor:

§ 202. Services to be provided by the Contractor

The Contractor shall provide contractual services identified in this section. There is no guarantee that the City will request any minimum or maximum amount of services during the term of this Agreement. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to § 301.

The primary purposes of this Agreement are to provide education and outreach for the Los Angeles Housing and Community Investment Department's Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) to tenants who are eligible to participate in the REAP and UMP. The Contractor must work collaboratively with other REAP and UMP Outreach Contractors and the HCIDLA, to develop methods to promote voluntary tenant participation in the REAP and UMP. Additionally, it is the goal of this outreach program to obtain maximum tenant participation in the REAP and UMP, in an effort to reduce substandard housing in the City of Los Angeles.

To achieve this goal, the following services are to be provided by the Contractor:

- A. Case Acceptance and Closure. The Contactor shall accept cases as assigned by HCIDLA, once HCIDLA accepts the property or dwelling unit into the REAP or UMP. The Contractor shall provide outreach and educational services consistent with the approved Work Plan to the tenants whose units are included in the referral. The Contractor shall explain the cited violations on a property and provide assistance and education to tenants about their rights and responsibilities under REAP/UMP and to gain their participation in the program.

When receiving a referral, the Contractor must immediately assess if it has a conflict of interest concerning the building, its tenants or its property owner or related entities. The Contractor must report any conflict of interest within in two business days of receiving the referral.

Prior to closing out a case, the Contractor shall conduct a site visit and provide the property owners and the HCIDLA staff with their advisory opinion about the completion of the needed work. The Contractor's assessments shall be strictly advisory to HCIDLA. HCIDLA shall independently review the Contractor assessment and make its determination concerning case closure. The Contractor shall assist HCIDLA in making its determination by assisting HCIDLA gain access to the dwelling units assigned to the Contractor.

- B. Documenting Work. The Contractor shall document their work and record their activity into HCIDLA's existing information system. The recorded activities may include, but are not limited to interactions with tenants and property owners and any observation concerning the property. The entries shall be made within 24 hours of the observations were made.
- C. Participation Rate. Contractor shall take all reasonable and necessary steps to reach and maintain 50% tenant participation goal and ensure timely closure of the REAP/UMP cases. The participation rate shall be calculated based on the methodology determined by HCIDLA. The above-stated tenant participation rate and number of cases brought to closure will be used to measure the effectiveness of the Contractor's outreach efforts for the REAP. In the event that the Contractor fails to achieve the stated tenant participation rate, the City reserves the right to terminate the Agreement in accordance with § 503 (Termination) of the Agreement.
- D. Response Time Stipulations. The Contractor shall give priority and respond immediately to urgent matters such as discontinuation of utility services. The Contractor shall respond to inquiries received via e-mail or telephone from tenants within two working days of receipt of the inquiry. The Contractor shall conduct final site visits requested from owners within five (5) working days of receipt of the requests.

In the case of UMP, when payment arrangements have been established between the property owner and the Los Angeles Department of Water and Power (DWP), the UMP case will be closed upon notification by DWP. The HCIDLA will then notify the Contractor to cease outreach and education activity due to the closure of the case.

Should additional or unresolved issues or deficiencies be discovered by or brought to the Contractor's attention by the tenants, the matter(s) in question will be referred by the Contractor to the HCIDLA for review and appropriate action within five (5) days from the date of identification of the issues or deficiencies.

- E. Client Services. Provide advocacy through counseling and technical assistance with matters directly related to REAP and UMP, including but not limited to: conducting group training; providing individual assistance; facilitating communication with the Department's Code Enforcement Division; linking tenants to those who can provide needed services; providing updated information on recent Housing Code requirements; providing tenants with the status of their case; providing clarification of Department correspondence; assisting in resolving tenant-landlord conflicts; and, explaining provisions of REAP and UMP ordinances and regulations.
- F. Multilingual Services. Provide written material in at least Spanish and English, and provide translators in the dominate language for the building or the community, as applicable, for all site visits and/or meetings.
- G. Staff Communication. The Contractor must maintain close contact with REAP/UMP Unit staff, inspectors, and senior staff for the purpose of sharing information and updates on building and case-related matters, including, but not limited to progress toward the correction of habitability deficiencies, unlawful detainers, and allegations of harassment.
- H. Collaborative Relationships. The Contractor must work collaboratively with the Landlord Outreach Contractor to reach conflict resolutions which result in expedited compliance and removal of the properties from REAP.
- I. Referral Services. The Contractor must refer matters not associated with this program to appropriate entities such as the Department of Consumer Affairs, an appropriate legal aid organization, or to the appropriate enforcement agency, including the HCIDLA, the Department of Building and Safety, the Los Angeles Fire Department, the Los Angeles County Department of Health Services, LADWP, etc.
- J. Legal Service Referrals. If in the course of providing services under this Contract, Contractors requested by tenants, owners, property managers, or other members of the public to provide legal services, the Contractor must furnish a City-approved list of alternative sources of those legal services, including the Contract agency, so that the persons requesting legal assistance can make an informed choice.

Contractor and subcontractor shall not solicit or accept representation of tenants in a case the Contractor is currently handling for HCIDLA under this contract. Contractor may request approval from HCIDLA to be relieved of their HCIDLA duties in relation to a particular HCIDLA case to avoid potential conflicts of interest or bias issues in relation to that case as further discussed in § 422.

- K. Property Owner/Contractor Communication. In the course of providing outreach and educational services, maintain open lines of communication between the property owner, tenants, Landlord Outreach Contractor, and other Enforcement Agencies, as defined by L.A.M.C. § 162.02, to ensure information is shared to facilitate resolution of issues at a property. This includes acting as intermediary among the interested parties to reach solution of habitability issues.
- L. Meetings. The Contractor's upper management and program shall be required to attend regular

meetings with the HCIDLA staff and management to communicate topics including, but not limited to the following: Program progress; Program issues; and, impact of the Program activities. These meetings will be scheduled by the HCIDLA. If HCIDLA deems necessary, the Contractor shall be required to attend hearings and present meaningful testimony to such boards and committees as the Rent Adjustment Commission, City Council and its committees. If HCIDLA deems necessary, the Contractor shall attend and/or participate in scheduled HCIDLA meetings and conferences with property owners, tenant and community groups.

§203. Deliverables

The Contractor shall deliver the following:

- A. Work Plan. Annually, submit to HCIDLA for approval a Work Plan. The Work Plan details the Contractor's plans to inform and educate tenants about the REAP and UMP for the purposes of attaining a high rate of tenant participation in both programs. This Work Plan is the basic strategy that is to be utilized to provide outreach services on behalf of HCIDLA. At a minimum the work plan must include:
1. The approach the Contractor will utilize to provide information to tenants and may include, holding on-site meetings, disseminating information via telephone calls, U.S. postal mailings, and e-mail, holding seminars and group training sessions. The Contractor shall make a minimum of two site visits, per property placed in REAP, during the duration of a case. These two visits are in addition to the advisory opinion provided upon request of HCIDLA or the property owner.
 2. The number of staff that will be assigned, their titles and the work that they will be performing.
 3. The times and days of operation of the outreach services. The Contractor shall make evening and weekend hours available for tenants who work during normal business hours.

Once approved by HCIDLA, the Contractor is to provide services consistent with the approved Work Plan and that Work Plan is to be included in this scope of work by reference.

- B. Printed Materials. Develop and print clear, accessible, and user-friendly materials in at least English and in Spanish to inform eligible tenants about the REAP and UMP programs. In addition, the Contractor(s) shall develop printed materials for outreach site meetings. All printed materials must be reviewed and approved by the HCIDLA prior to use.
- C. Reports. The Contractor shall provide information and prepare a Monthly Status Report, which will be provided in addition to the outreach activity recorded in internal Department systems. The Monthly Status Reports shall include, the number of referrals received from HCIDLA, number of properties visited, number of units visited, number of units indicating they participated in REAP, number of units identified as paying reduced or regular rent to the landlord, number of vacant units, and number of owner occupied units. The report shall also include the number of cases for which an outreach advisory opinion was provided. The report shall include, but

may not be limited to, a discussion of work performed during the period, information regarding communication with tenants and the budget expended to date. The format for the reports will be decided by HCIDLA.

On a weekly basis the Contractor shall report to HCIDLA any utility shut offs avoided, special activities, interactions, and outreach efforts that it deems as noteworthy. The form of the report shall be prescribed by HCILA.

Additionally, the Contractor will prepare ad hoc reports relevant to the services rendered and/or to be rendered in furtherance of the terms of this Contract. The form, format, and content of the information and reports will be determined by HCIDLA and communicated to the Contractor. The Contractor should allocate resources in anticipation of the need for reporting.

- D. Written Materials. The Contractor shall develop and provide printed materials, brochures, letters, etc. for the outreach program. All printed materials developed for the program shall be provided to HCIDLA for approval in both hard copy (final or camera ready art as applicable) and editable electronic format. The Contractor acknowledges and agrees that all documents, databases, videos, Public Service Announcements, reports, analyses, studies, drawings, information, or data, originated and prepared by the Contractor or subcontractors pursuant to the terms of the final contract shall become property of the City for its use in any manner it deems appropriate. The Contractor assigns any and all of its respective interest and rights in such property to the City.
- E. Financial Reports and Records. The Contractor shall submit monthly an invoice on an HCIDLA approved form. The Contractor shall maintain financial records of monthly outreach program operating expenses. The Contractor shall make all such records available for HCIDLA inspection and, if requested, provide copies of records. The Contractor shall maintain the financial records in accordance with acceptable accounting standards.
- F. Contractor Performance Assessment Materials and Postage. The Contractor shall collaborate with HCIDLA to develop the materials for a Contractor Performance Assessment. The contractor shall cover the cost of the outgoing envelope, the business reply postal card, printing and mailing costs.

The HCIDLA shall conduct a Contractor Performance Assessment to evaluate and identify possible improvements of the quality of service provided by the Contractor. The Contractor shall be assessed by the tenants through a brief questionnaire. The HCIDLA shall determine the standards for evaluation and the form, format, and content of the questionnaire. Guidelines for the questionnaire development shall be communicated to the Contractor. The Contractor shall develop and print the materials and submit to the HCIDLA for review and approval.

The Contractor shall use the Business Reply Mail option of the United States Postal Service to cover the costs of mailing the assessment materials to selected tenants and the return mailing costs of those who choose to respond to the assessment. The Contractor shall develop the layout for the Business Reply Mail envelope and submit to HCIDLA for review and approval.

The Contractor shall not mail out the assessment materials. The Contractor shall not distribute the assessment materials before, during, or after a site visit. All approved assessment materials shall be provided by the Contractor to the HCIDLA in hard copy format. HCIDLA shall distribute to the tenants. The survey cards are to be returned directly by the tenants by US mail to HCIDLA.

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III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement in an amount not to exceed \$12,500 per month and not to exceed total of \$112,500 during the first 9 month contract period and not to exceed \$150,000 in any 12 month extension period, if contract is extended. The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.
- B. The Contractor shall submit monthly invoices to HCIDLA. Each invoice shall be submitted with Monthly Status Report. Funds shall not be released until the City has is satisfied with the documentation included in the invoice and the work has been completed satisfactorily.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting 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. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified 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 word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404 Independent Contractor

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. 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.

§405 Contractor's Personnel

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

§406. Excusable Delays

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

§407. Breach

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

§408. Prohibition Against Assignment or Delegation

The Contractor may not, unless it has first obtained the written permission of the City: Assign or otherwise alienate any of its rights hereunder, including the right to payment; or Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§409. Permits

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

§410. Waiver

A waiver of a default of any part, term or provision of this contract must be in writing and shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§411. Warranty And Responsibility Of Contractor

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

§412. Nondiscrimination

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this contract, 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, gender identification, transgender status, age, physical handicap, mental disability, domestic partner status, marital status, or medical condition, citizenship, and political affiliation or belief. Any subcontract entered into by Contractor to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

§413. Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identity, transgender status, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identity, transgender status, age, disability, marital status or medical condition.
 - C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, gender identity, transgender status, age, disability, marital status or medical condition.
 - D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
 - E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
 - F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
 - G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.

- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject 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.

§414. Affirmative Action

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, 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. In addition such breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract 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 Contract.

§415. 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 Agreement 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.

§416. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, 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.

§417. Bonds

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

§418. Indemnification

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

§419. Insurance

A. General Conditions

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having

coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit B 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 – 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; and 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 that may arise from acts or omissions of the City.

2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, **Required Insurance and Minimum Limits** are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance 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. 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. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

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

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of

services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

1. By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§420. Conflict Of Interest

A. No City funded Employees as Board Members:

City will not execute any Agreements and/or Amendments with contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. Contractor's Board minutes must reflect this requirement.

B. Code of Conduct:

1. City requires that all contractors/sub-contractors adopt a Code of Conduct that at minimum reflects the constraints discussed in CDD Direction FY07-0001. The Code shall be submitted to the City for approval prior to execution of this Agreement.

2. Prior to obtaining City's approval of any subcontract, Contractor shall disclose to City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - (1) A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - (2) The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - (3) The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq*)., if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership; partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they received any financial benefit provided by any City agreement.
7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub-agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
8. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
9. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and federal regulations regarding conflict of interest.
10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
11. Contractor covenants that no director, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, director or officer or for one (1) year thereafter.
12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project, and shall substitute the term "Subcontractor" for the term "Contractor" and "Sub-subcontractor" for "Subcontractor."
13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by City that meets the foregoing requirements.

§421. Intellectual Property Indemnification and Warranty

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including,

without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

§422. Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

§423. Compliance with State and Federal Statutes and Regulations

Contractor shall comply with all applicable requirements of state, federal, County and City of

Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

A. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

B. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

C. Records Inspection

1. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls; records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

2. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

D. Records Maintenance

Records, in their original form, including, but not limited to financial transactions, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement or final payment made by the City hereunder, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

E. Subcontracts and Procurement

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

§424. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Contractor as an independent Contractor and not as a City employee.

§425. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor/Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any Subcontract entered into by the Contractor/Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
 5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The

Contractor/Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§426. Earned Income Tax Credit

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

§427. Equal Benefits Ordinance

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

- A. During the performance of the Contract, the Contractor/Consultant certifies and represents that the Contractor/Consultant will comply with the EBO. The Contractor/Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administrator, Office of Contract Compliance Section at (213) 847-6480.”

- B. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- C. If the Contractor/Consultant fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Office of Contract Compliance determines that a Contractor/Consultant has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor/Consultant in actions taken

pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

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

§429. Slavery Disclosure Ordinance

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

§430. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§431. Child Support Assignment Orders

This Contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child

Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.

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

§432. Service Contractor Worker Retention Ordinance

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

§433. Minority, Women, and Other Business Enterprise Outreach Program

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

§434. First Source Hiring Ordinance

Unless otherwise exempt, 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.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Housing and Community Investment Department (HCID), which will refer individuals for interview; (2) interview qualified individuals referred by HCID; and (3) prior to filing any employment opportunity, the Contractor 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 interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will 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 the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

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 DAA determines that the Contractor has violated provisions of the FSHO.

§435. Compliance With Los Angeles City Charter Section 470(C)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

§436. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement.

§502. Suspension

The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The Contractor agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

VI.

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes **insert number (insert number)** pages and six (6) Exhibits 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 AND LEGALITY: Executed this _____ day of _____, 2015

MICHAEL N. FEUER, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Housing and Community Investment
Department

ATTEST:

HOLLY WOLCOTT, City Clerk

By _____
Title _____

By _____
Deputy City Clerk

Executed this _____ day of _____, 2015

Date _____

For:

(Contractor's Corporate
Seal or Notary)

By _____
Print Name _____
Its _____

ATTEST:

By _____
Print Name _____
Title _____

City Business License Number _____
Internal Revenue Service ID Number _____
Council File/CAO File Number _____ Date of Approval _____
Said Agreement is Number _____ of City Contracts

**EXHIBIT A
INSURANCE**

Form Gen 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: «Contractor» _____

Date: _____

Agreement/Reference: «ContractNo» _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers Jones Act	

<input checked="" type="checkbox"/>	General Liability	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Sexual Misconduct	

x	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ <u>1,000,000</u>
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<input type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ _____
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<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	\$ _____
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery Builder's Risk	

<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	

<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: _____

EXHIBIT A
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME	Angelica Wafer
CITY AGENCY	Housing + Community Investment Dept. Budget & Contracts Section
ADDRESS	1200 W. 7 th Street, 9 th Floor Los Angeles, CA 90017
TEL (213) 808-8431	FAX (213-808-8404).

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

GENERAL INFORMATION

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.

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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 Track4LATM will delay the insurance approval process as documents will have to be manually processed.**

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/Course of 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.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at www.lacity.org/BCA/lwo_retaliation_english.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_spanish.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunity/Affirmative Action Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-6480

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480 — Fax: (213) 847-5566**

