

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 4, 2019

CAO File No. 0150-11331-0001

Council File No. 16-0475-S4

Council District: Citywide

To: The Mayor
The Council

From: Richard H. Llewellyn, Jr., City Administrative Officer

Reference: Economic and Workforce Development Department transmittal dated February 1, 2019; Additional information received through April 3, 2019

Subject: **REQUEST FOR AUTHORITY TO ACCEPT \$10.4 MILLION IN WORKFORCE INNOVATION AND OPPORTUNITY ACT GRANT FUNDS FOR EMPLOYMENT DEVELOPMENT SERVICES FOR INDIVIDUALS IMPACTED BY THE WOOLSEY WILDFIRE AND RELATED ACTIONS**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Adopt Recommendations 2, 4, 5, and 6 of the Economic and Workforce Development Department (EWDD) transmittal dated February 1, 2019 relative to the acceptance and allocation of Workforce Innovation and Opportunity Act – National Dislocated Worker Grant (WIOA-NDWG) funds for temporary job placement and workforce development services for individuals impacted by the Woolsey Wildfire;
2. Authorize the Interim General Manager, EWDD, or designee, to:
 - a. Retroactively accept \$10,425,000 in WIOA-NDWG funding from the State of California Employment Development Department to provide temporary job placement and workforce development services to individuals impacted by the Woolsey Wildfire with a grant term of February 1, 2019 through December 31, 2020; and,
 - b. Negotiate and execute a contract with Managed Career Solutions, Inc. (MCS), a current WorkSource Center operator, to provide eligible individuals with temporary job placement and workforce development services in an amount not to exceed \$3,136,864, for a 23 month period retroactive to February 1, 2019 through December 31, 2020, in substantial conformance to the attached contract (Attachment), subject to the review and approval of the City Attorney as to form and legality, and compliance with the City's contracting requirements.

SUMMARY

The Economic and Workforce Development Department (EWDD) requests authority to accept \$10,425,000 in federal Workforce Innovation and Opportunity Act – National Dislocated Worker Grant (WIOA-NDWG) funding from the State of California Employment Development Department (EDD) to provide temporary job placement and workforce development services for individuals impacted by the Woolsey Wildfire. The EWDD also requests authority to negotiate and execute a contract with Managed Career Solutions, Inc. (MCS), a current WorkSource Center (WSC) operator, to utilize \$3,136,864 in WIOA-NDWG funding to begin implementation of the grant activities for a contract term retroactive to February 1, 2019 through December 31, 2020. MCS was selected as the result of a Request for Interest (RFI) released to the City's currently contract WSC operators to identify WSCs qualified to provide the workforce development services as part of the disaster mitigation program. MCS was the sole respondent to the RFI released by EWDD. The EWDD additionally requests authority to appropriate WIOA-NDWG funds to support the provision of temporary job placement and workforce development services. This Office concurs with Recommendations 2, 4, 5, and 6 of the EWDD transmittal dated February 1, 2019. Recommendation 2 of this report clarifies the language included in Recommendations 1 and 3 of the EWDD transmittal.

On February 1, 2019, the Personnel Department made a Charter Section 1022 Determination that the work proposed to be contracted could be performed more feasibly by a contractor than City employees because City employees do not have the expertise to conduct the work.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The recommendations of this report comply with the City's Financial Policies in that federal Workforce Innovation and Opportunity Act – National Dislocated Worker Grant funds from the State of California Employment Development Department will fully support the recommended workforce development services for individuals impacted by the Woolsey Wildfire.

RHL:NSC:02190123C

Attachment

CONTRACT SUMMARY SHEET

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

DATE: 8/1/18

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT

CONTACT PERSON: AMELIA MARUCUT PHONE: 213.722.7271

CONTRACT NO.: C-131584 COUNCIL FILE NO.: WDB actions

ADOPTED BY COUNCIL: July 26, 2018 April 3, 2018

APPROVED BY BPW: DATE
N/A
DATE

NEW CONTRACT
AMENDMENT NO.
ADDENDUM NO.
SUPPLEMENTAL NO.
CHANGE ORDER NO.

CONTRACTOR NAME: MANAGED CAREER SOLUTIONS, SPC

TERM OF CONTRACT: APRIL 1, 2018 THROUGH: DECEMBER 31, 2018

TOTAL AMOUNT: \$1,125,000

PURPOSE OF CONTRACT:

TO PROVIDE ELIGIBLE DISLOCATED WORKERS (DW) TEMPORARY JOBS ASSISTING WITH CLEAN UP, RECOVERY AND HUMANITARIAN EFFORTS IN AREAS IMPACTED BY THE CREEK AND TUNA WILDFIRES OF 2017.

CITY OF LOS ANGELES
STANDARD LANGUAGE
FOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT JOB TRAINING AGREEMENT

Agreement No. (T6438) C-131584
Project Title: 2017 California Wildfire
Contractor: Managed Career Solutions, SPC.
Doing Business As: N/A
Type of Organization: Corporation – Private for Profit
Corporate Number: C17003984

TABLE OF CONTENTS

SECTION	PAGE
1. INTRODUCTION	2
§101 TERMS OF AGREEMENT	2
§102 NOTICES	2
§103 SERVICE OF NOTICES	2
§104 CONDITIONS PRECEDENT TO THE EXECUTION	2
§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS	4
§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES	5
§107 DEFINITIONS	5
2. TERM AND SCOPE OF WORK	5
§201 TIME OF PERFORMANCE	5
§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY	5
3. COMPENSATION	6
§301 CONTRACTOR COMPENSATION	6
4. METHODS AND PROCEDURES GOVERNING PAYMENT	8
§401 WITHHELD PAYMENTS	8
§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT	9
§403 ALLOWABLE AND UNALLOWABLE COSTS	9
§404 PROGRAM INCOME	10
§405 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS	10
§406 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS	10
§407 CUSTOMER RELATED THIRD-PARTY COSTS	10
5. STANDARD PROVISIONS	11
§501 INDEMNIFICATION AND INSURANCE REQUIREMENTS	11
§502 INSURANCE	11
§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION	12
§504 CONFLICT OF INTEREST	13
§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS	15
§506 FEDERAL, STATE AND LOCAL TAXES	20
§507 INVENTIONS, PATENTS AND COPYRIGHTS	20
6. GRANT REQUIREMENTS	20
§601 REPORTING REQUIREMENTS	20
§602 MAINTENANCE OF RECORDS	21
§603 CUSTOMER/APPLICANT FILES	21
§604 EQUIPMENT RECORDS	22
§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES	22
§606 ACCOUNTING PRACTICES	23
§607 DOCUMENTATION OF EXPENDITURES	24
§608 AUDITS AND INSPECTIONS	24
§609 CONFIDENTIALITY OF INFORMATION	25
§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS	27
§611 RESTRICTION ON DISCLOSURES	28
§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS	28
§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN	28
§614 PRESS RELEASES-PUBLIC INFORMATION	28
§615 NOTICE TO CITY OF LABOR DISPUTES	28
§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD	28
§617 TECHNICAL ASSISTANCE	28
§618 PROHIBITION OF LEGAL PROCEEDINGS	28

§619	FAITH-BASED ACTIVITIES	28
§620	CHILD ABUSE	29
7.	SUBCONTRACT AND PROCUREMENT PROCEDURES	29
8.	REMEDIES	29
§801	DEFAULTS	29
§802	NOTICE TO CORRECT PERFORMANCE.....	30
§803	SUSPENSION OF THE AGREEMENT	30
§804	TERMINATION OF AGREEMENT	30
§805	NOTICES OF SUSPENSION OR TERMINATION	31
§806	GRIEVANCE AND COMPLAINT RESOLUTION PROCEDURES	31
9.	MISCELLANEOUS	32
§901	SURVIVAL OF TERMS AND CONDITIONS.....	32
§902	ORDER OF PRECEDENCE	32
§903	RATIFICATION CLAUSE	32
§904	NUMBER OF PAGES AND ATTACHMENTS.....	32
10.	SIGNATURE PAGE	33

EXHIBITS

EXHIBIT A	STANDARD PROVISIONS FOR CITY CONTRACTS
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	CERTIFICATION REGARDING NOTICE OF PROHIBITION AGAINST RETALIATION
EXHIBIT D	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
EXHIBIT E	CERTIFICATION REGARDING LOBBYING
EXHIBIT F	MANAGEMENT REPRESENTATION STATEMENT
EXHIBIT G	CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS
EXHIBIT H	CERTIFICATION REGARDING RELOCATION OF BUSINESS
EXHIBIT I	SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
EXHIBIT J	INVENTIONS, PATENTS AND COPYRIGHTS
EXHIBIT K	SUBCONTRACT AND PROCUREMENT

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation acting by and through its Economic and Workforce Development Department (EWDD), and Managed Career Solutions, SPC. ("Contractor"), a Corporation – Private for Profit, for the provision of services related to the 2017 California Wildfire. Contractor agrees to provide or give access to workforce preparation services to eligible customers, in accordance with the Workforce Innovation and Opportunity Act (WIOA), 29 USC §3101 *et seq.*, and the rules, regulations and directives of the State of California (State) and the City.

RECITALS

WHEREAS, the City has entered into a grant agreement with the State ("Grantor") pursuant to WIOA, to provide employment, training, and job placement services to eligible persons within the City; and

WHEREAS, EWDD has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

WHEREAS, the 2017 California Wildfire that is the subject of this Agreement has been established by the City as one of the above described programs, and has been funded in the EWDD budget by the U.S. Department of Labor (Grantor/DOL) pursuant to the WIOA program; 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 Contractor are desirous of executing this agreement as initially authorized by the City Council for \$900,000, C.F. Number 16-0475-S2, and further authorized by the Workforce Development Board (WDB) with an additional amount of \$225,000, WDB action July 26, 2018;

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement, including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 10-2017v.3), which is attached as Exhibit "A" and incorporated herein by reference, constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

Jan Perry, General Manager
Economic and Workforce Development Department
1200 West 7th Street, Sixth Floor
Los Angeles, CA 90017

With copies to:

Gerardo Ruvalcaba, Director
Workforce Development Division

B. The Contractor, represented by:

Phillip Starr, Executive Director
Managed Career Solutions, SPC.
3333 Wilshire Blvd., #405
Los Angeles, CA 90010

With copies to:

N/A

§103 SERVICE OF NOTICES

- A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.
- B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally 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 and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:
 - 1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference and more fully described in §502 hereinbelow.
 - 2. An Affirmative Action Plan in accordance with §503 G herein.
 - 3. A Special Bank Account Agreement with a bank for the deposit of advanced WIOA funds if the City has approved the advancement of such funds to Contractor. The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 - 4. A Code of Conduct for approval that meets the requirements of §504.B herein.
 - 5. Budget Summary/Expenditure Plan and Customer Service Plan

- a. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder, a proposed Budget Summary/Expenditure Plan/Customer Service Plan ("Budget"). The Budget shall be prepared in accordance with the budget guidelines to be provided by the City.
 - b. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by Contractor and the payment procedures for subcontractors.
 - c. Contractor shall submit with the Budget a Resource Sharing Agreement (RSA) signed by each co-located partner that identifies the costs of shared resources. The RSA shall also describe the method by which the co-located partner will pay the WSC for shared costs. Such costs are allocated in proportion to the use of services at the WSC by individuals attributable to the partner's program. The RSA shall identify the particular contribution, either in cash or in-kind services that the co-located partner will contribute to the WSC.
 - d. All funds pertaining to this Agreement advanced to Contractor by the City shall be deposited in this special Los Angeles City Bank Account upon receipt of the funds. Interest earned on advances under the Agreement is regarded as program income, must be reported on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City. Contractor shall secure City authorization in writing before any changes are made to the Depository Agreement. The City, at its option, may require that no funds be advanced to Contractor until Contractor has provided for the security of advance funds by one of the following three methods:
 - (1) Surety/Performance Bond
 - (2) Standby or Direct Letter of Credit
 - (3) Blocked Savings Account
 - e. The amount and form of the security, if required, shall be determined by the City as noted in Exhibit B, Insurance Requirements, and is subject to prior City approval.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the term of the Agreement in the event that the information changes.
1. A current list of Members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws, and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. Contractor shall also submit a copy of a signature specimen(s) on a form, the Certification of Authorities, provided by the City.
 5. A current and valid license to do business in the City. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all certificates required of it under the Business Tax Ordinance and shall not allow the certificates to be revoked or suspended.
 6. A copy of current status of Internal Revenue Service (IRS) taxpayer identification number issued by IRS dated within the last five (5) years.

7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code § 10.40 *et seq.*
8. A Certification Regarding the Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Parts 215.13, 215.5 and 29 CFR Parts 97.35 and 98.510, attached hereto as Exhibit D and incorporated herein by reference.
10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.
11. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.
12. A Certification Regarding Drug Free Workplace Requirements fully executed and attached hereto as Exhibit G and incorporated herein by reference.
13. A Certification Regarding Relocation of Business, fully executed in accordance with WIOA attached hereto as Exhibit H and incorporated herein by reference.
14. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance, if applicable, and the Slavery Disclosure Ordinance in accordance with PSC-33 and First Source Hiring Ordinance in accordance with PSC-34, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to award of a City contract.
15. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, if applicable.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.
- B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which Contractor agrees to abide by in the performance of this Agreement.
- C. Agreements with Other Funding Sources:
 1. A copy of any agreement between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.
 2. Prior to Contractor's submittal directly or indirectly as a collaborator of a workforce development application or acceptance of a workforce development grant award, Contractor shall notify the City in writing and give the City an opportunity to comment on the potential impact to the City's workforce delivery system.
- D. Board of Director's meeting minutes.

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.
- B. Contractor shall notify City within five (5) days of changes affecting this Agreement, including, but not limited to, actions that would change Contractor's legal status, any action that may materially change the performance of this Agreement (i.e., bankruptcy); and/or a change in Contractor's corporate name.

§107 DEFINITIONS

The definitions of words used in this Agreement are as follows:

- A. Federal Grantor Agency – for this Agreement the Federal Grantor Agency is DOL.
- B. The word "days" means calendars days, including weekends and holidays, unless otherwise specifically provided herein.
- C. "City Directive(s)" or "WIOA Directive(s)" – for this Agreement the terms "City Directive(s)" and or "WIOA Directive" refer to the collection of directives directly applicable to WIOA funded agreements. These directives are located on the EWDD website at http://www.ewdd.lacity.org/home_directives.html. All applicable directives in this Agreement may be superseded at any time by new directives issued by City. Contractor is responsible for reviewing the EWDD website for updates.

2. TERM AND SCOPE OF WORK

§201 TIME OF PERFORMANCE

- A. The term of this Agreement for services shall be from April 1, 2018 to December 31, 2018, and any additional time up to 45 days to complete closeout activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor in compliance with WDB-LEO Agreement and City contracting requirements, subject to City Attorney review and approval as to form and legality. Funding for contract extensions will be based on the availability to the City of local, State of California (State) and/or federal funds and upon Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

- A. Contractor shall provide eligible dislocated workers (DW) temporary jobs assisting with clean-up, recovery, and humanitarian efforts in areas impacted by the Creek and La Tuna Wildfires of 2017. The detailed Scope of Work is attached hereto as Exhibit I and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.
- B. Pell Grant: Contractor shall notify City in writing of the amounts and disposition of the Higher Education Act (HEA) Title IV awards (Pell grants) and other types of financial aid to each WIOA customer pursuant to WIOA, §134(c)(3).
 1. For WIOA agreements where Pell grants or other HEA awards are involved, Contractor shall document the Pell grant amount(s) on the WIOA enrollment/registration form, the Standard Training Agreement for City Funded ITA Activities (Standard Training Agreement). In the Individualized Employment Plan (IEP), Contractor shall also document, in consultation with the educational institute, the customer's training-related financial assistance needs and the proper mix of WIOA and Pell grant funds, since a Pell grant may be used for applicable living expenses as well as for tuition, fees, and books.
 2. Contractor shall execute a Standard Training Agreement between the training provider, the customer, and the One-Stop Operator, which indicates the portion of the HEA grant to be applied

to the cost of tuition, fees and books. This information shall be verified during program monitoring. A copy of this agreement shall be maintained in the customer's file. Customers shall not be required to apply for Pell grants as a condition of participating in a WIOA program.

3. A WIOA customer may enroll in WIOA-funded training while his/her application for a Pell grant is pending, as long as Contractor has made arrangements with the training provider and the WIOA customer regarding allocation of the Pell grant, if it is subsequently awarded. In that case, the training provider must reimburse Contractor the WIOA funds used to underwrite the training for the amount the Pell grant covers. Reimbursement is not required from the portion of the Pell grant assistance disbursed to the WIOA customer for education-related expenses.

C. Consultant Services:

1. Prior to the execution of a subcontract for consultant services, Contractor shall maintain on file a bid package and proposed subcontract which contains the following items:
 - a. The request for proposal (RFP);
 - b. The list of firms to which the RFP's were sent;
 - c. A minimum of three bids or as specified in §2 of Exhibit K of this Agreement; and
 - d. Specific reasons for the selection of the prospective consultant. A resume of the consultant that fully describes previous experiences, particularly as it relates to the services to be performed under this subcontract, shall be attached.
2. The proposed subcontract which includes the following:
 - a. Full description of the work activities that will be performed by the consultant;
 - b. The length of time the consultant will be retained;
 - c. The fee to be paid to the consultant indicating whether an hourly, weekly, or job completion date is to be the basis for payment; and
 - d. Any work or consultation that would be rendered or considered pro-bono.

D. Workforce Innovation and Opportunity Act Modifications

The City reserves the right to make changes to policies set forth in the operation of the Workforce Development System based on clarifications from legislation, regulations, or other guidance provided by the State or federal government relative to final regulations of WIOA or implementation of WIOA statewide waivers.

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed One Million One Hundred Twenty-Five Thousand Dollars (\$1,125,000) for the complete and satisfactory performance of the Scope of Work. Such funds shall be allocated from the various WIOA Title I funding streams as set forth in the Funding Allocation Table below and shall be expended in accordance with the approved Budget. Contractor's authority to expend such funds shall be for Term as set forth herein. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirement, satisfactory performance, and compliance with terms and conditions contained herein.
2. Funding allocation for the full term of this Agreement shall be as follows:

FUNDING ALLOCATION TABLE

Funding Source	WIOA / NDWG (u1) # 17.277)	Total Allocation
Amount	\$1,125,000	\$1,125,000 (u2)

In accordance with Title 2 CFR §200.331(a), *Requirements for pass-through entities*, Federal Award Identification information is as follows:

Federal Award Identification Number (FAIN):	DW-31403-18-60-A-6
Federal Award Date (u3):	2/8/2018
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3. Contractor shall not charge more than 4% of total allocation amount to administrative costs to this Agreement.
4. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
5. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of Contractor's invoice and supporting documentation as described in the Reporting Requirements, §601, hereinbelow.
6. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
7. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
8. Contractor shall be paid either on a cost reimbursement or advance basis. If Contractor is to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds. All City funds must be deposited in the special bank account until expended on City approved allowable contract costs and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of federal funds for this program to the City and the City makes no commitment to fund this Agreement beyond the Term hereof. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

C. Payment to Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce or withhold the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.
2. Contractor shall be reimbursed for reasonable and allowable expenses incurred under this Agreement. Unless Contractor has been approved to receive advance payments, all payments shall be on a reimbursement basis. Contractors who are on an advance payment plan authorized

by the City as described in the Budget shall bill the City for all reasonable and allowable costs under the terms of this Agreement.

3. Contractors not on an advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
 4. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by EWDD's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement.
 5. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section set forth herein.
- D. **Stand-In Costs:** Stand-in costs are non-federal costs that may be substituted for disallowed grant costs if certain conditions are met. Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on monthly basis.
- E. **Profit:** Contractor shall comply with City Directives regarding profit or return on investment.
- F. **Indirect Costs:** Payment for indirect costs, if any, shall be released in accordance with instructions stated in the Federal Cognizant Agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and the provisions of 2 CFR Part 200, which provisions supersede the Office of Management and Budget (OMB) circulars.
- G. **Applicable Discounts:** Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. **Concurrent Enrollment:** If Contractor is serving customers, concurrently utilizing more than one funding stream, Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. **Overtime Work:** Unless specifically stated within this Agreement or authorized by the City in writing, Contractor shall not incur overtime work expenditures.
- J. **Travel** must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable expenses incurred in the performance of the Scope of Work and in compliance with 2 CFR §200.474. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the Budget. Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on Contractor's policies and procedures and in accordance with City and grant requirements. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the City Controller's Office. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from EWDD.
- K. **Reallocation of Funds:** City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor is not meeting its proposed performance measures as set forth in the Scope of work, (ii) Contractor has failed to provide adequate services as required in this Agreement, (iii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iv) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and Contractor. Upon final determination by the City of disallowed expenditures or

indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to Contractor may be unilaterally withheld or reduced by the City if Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

- A. To be eligible for payment under this Agreement, costs or expenditures must be made in compliance with 2 CFR Parts 200 and 2900, which provisions supersede the OMB circulars, located at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465> the terms herein, and the principles set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the approved Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
 - 3. Be fully documented and determined in accordance with GAAP.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- B. Certain costs and expenditures are unallowable under 2 CFR Part 200, which provisions supersede the OMB circulars, and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:
 - 1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 - 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 - 3. Contributions and/or donations.
 - 4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
 - 5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
 - 6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 - 7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 - 8. Travel: Contractor shall be compensated for Contractor's reasonable expenses incurred in the performance of this Agreement, to include travel and per diem costs, unless otherwise expressed. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed.
 - 9. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

10. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure unless specifically waived by the City.
 11. Insurance policies offering protection against debts established by the federal government.
 12. Costs prohibited by 29 CFR Part 93 (Lobbying Restrictions) and 2 CFR Section 200.450 or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
 13. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
 14. Grant funds may not be used to supplant existing services.
- C. Advancements or reimbursements for costs or expenditures made to Contractor that are determined by the City to be unallowable must be immediately returned to the City.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 29 CFR 97.25, 2 CFR Part 200.307 and WIOA §194(7)(A)-(B). Program income includes, but is not limited to, grants, fees that duplicate payments; average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is "program income." All interest earned must be reported as part of Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City, and which identifies that the amount represents interest earned on advanced funds.
- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to Contractor. At the City's discretion, program income may be used to augment Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.
- D. Contractor's failure to comply fully with program income requirements, including any City Directives or regulations, shall result in findings of disallowed costs.

§405 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds for WIOA and all employment training programs, shall be immediately returned to the City and in no event later than fifteen (15) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed under this Agreement to the City within fifteen (15) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 15 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the fifteen (15) days may not be paid by the City.

§406 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have Contractor secure the services of a licensed accounting firm. The costs of such accounting services are to be borne by Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

§407 CUSTOMER RELATED THIRD-PARTY COSTS

- A. Definition:
Customer related third-party costs shall be defined as costs incurred for work experience wages, and fringe benefits; supportive services and needs related payments; and third party training agreements,

subcontracts, and procured tuition payment/voucher agreements; as allowed to Contractor in the approved Budget/Expenditure Plan.

B. Limitations

1. Contractor shall provide necessary and allowable supportive services and needs related payments to eligible customers who would not otherwise be able to participate.
2. Contractor shall comply with supportive services guidelines as defined in §§3(59) and 134(d)(2) and (3) of the WIOA, and City Directives, and any amendments thereto, which are incorporated herein by this reference.
3. The cost of the supportive service, as identified in the WIOA, must be paid directly to the vendor of the particular service whenever possible, and must comply with WIOA reporting requirements.
4. All wages earned or other cash funds provided to a customer must be paid in the form of a check or voucher that documents the amount paid and the appropriate withholdings.

C. Documentation: Contractor shall obtain and maintain on file documentation to support all requests for cost reimbursements. At a minimum, documentation shall include the following:

1. Copies of time cards, canceled checks, or other verifiable electronic means of payment for wages paid to work experience and customized training customers.
2. Copies of time cards, canceled checks, or other verifiable electronic means for wages paid.
3. Copies of On the Job Training (OJT) agreements, customer payroll records, timecards, OJT employer invoices, records of monitoring site visits to employers, and employer evaluation of skills acquired by customer.
4. Copies of invoices from vendors, canceled checks, or other verifiable electronic means paid to vendors for supportive services or tuition.
5. Copies of needs based assessments, payment authorizations, canceled checks, or other verifiable electronic means paid to the customer.
6. Copies of learning incentives and bonus assessments, payment authorizations, canceled checks, or other verifiable electronic means paid to the customer.
7. Copies of the childcare supportive needs assessments, the agreement forms, canceled checks, or other verifiable electronic means paid to the childcare provider.
8. Copies of valid vouchers for Individual Training Account and eligible training provider documentation in accordance with City directives.

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INTENTIONALLY OMITTED

§502 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 in the City's "Instructions and Information on Complying with City Insurance Requirements" (Revised 05/18), 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 coverage; 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 which 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 coverage and limits shall be described by contractor in any request for proposal (RFP) for subcontractor services. These coverage 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 on the Form Gen. 146. Electronic submission is the preferred method of submitting evidence of insurance documents. KwikComply™ is the City's online insurance compliance system which 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, 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 KwikComply™ at <https://kwikcomply.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 for Contractor proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted for approval 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 coverage 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 at a minimum, showing 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.

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

Contractor shall comply with all applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City, including the following:

- A. Contractor shall comply with WIOA Section 188, which prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of the WIOA as well as by the One-Stop partners listed in WIOA Section 121(b) that offer programs or activities through the One-Stop/American Job Center workforce development system.

1. Section 188 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including, but not limited to, pregnancy, childbirth and related medical conditions, transgender status and gender identity) national origin, age, disability (physical or mental impairment), political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.
 2. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
 3. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 ("Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act") and all other regulations implementing the laws listed in this section. This assurance applies to Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.
- B. Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (Cancer, age (over 40)), marital status, pregnancy disability and denial of family care leave and shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment in compliance with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*) and the application regulations promulgated under California Code of Regulations Title 2, §7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing Gov., Code §12990 set forth in Chapter 5, Div., 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement.
 - C. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
 - D. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals.
 - E. The Age Discrimination Act of 1975 (42 USC §§6101-6107), as amended, which prohibits discrimination on the basis of age.
 - F. Title IX of the Education Amendments of 1972 (20 USC §§1681- 1683 and 1685-1686), as amended, which prohibits discrimination on the basis of sex in educational programs.
 - G. City Affirmative Action Requirements: Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration of \$1,000 or more, the Equal Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
 - H. Contractor shall include the nondiscrimination and compliance provisions of this section, to the extent allowed hereunder, in all subcontracts to perform work under this Agreement.

§504 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

The 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. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08 dated January 10, 2017

(http://ewddlacity.com/images/directives/wds-directive/WDS-Dir_17-08.pdf#zoom=75) and comply with 2 CFR 200.318(c). The Code shall be submitted to the City for approval prior to execution of this Agreement

2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the 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 a family business, etc.); or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
 - c. 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, 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 or more; ownership of five percent 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 a 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 he or she receives any financial benefit provided by any City agreement.
7. Contractor further covenants that no officer, director, employee, or agent of Contractor 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 such officer, employee, or agent).
8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and Contractor.
9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, 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 an 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 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 the City, that meets the foregoing requirements.
- C. Contractor shall comply with 2 CFR 200.112 by disclosing in writing any potential conflict of interest to the federal awarding agency or the City in accordance with applicable federal awarding agency policy.

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor, in performance of this Agreement, warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, Los Angeles County and City. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, Los Angeles County and City laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to, laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. Code of Federal Regulations (CFR) and OMB Circulars

Contractor shall comply with 48 CFR 31 (Allowable Costs for For-Profit) and provisions of 2 CFR Parts 200 and 2900, which provisions supersede OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (former OMB Circular A-110 –Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); 45 CFR 74 (Allowable costs for hospitals); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.* and 2 CFR Parts 200 and 2900; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulations or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Americans with Disabilities Act

In implementing this Agreement, Contractor represents and certifies that it will:

- a. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.
- b. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.

- c. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

4. Political and Sectarian Activity Prohibited

- a. 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.
- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify and disclose accordingly.

5. Sweat-free Code of Conduct

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code §6108. Contractor agrees to provide records requested by the California Department of Industrial Relations or City to determine compliance with the foregoing requirements.

6. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's "Standards for a Merit System Personnel Administration" (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 USC §276c, 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Articles 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*
 - (1) Comply with applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and
 - (2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by EDD.
- h. Priority Hiring Considerations: If the Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients pursuant to California Public Contract Code Section 10353.
- i. Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.* and any successor legislation.

7. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 USC §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin, and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by persons with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13."
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.
- c. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- d. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- e. Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- f. Any other nondiscrimination provisions in the specific statute(s) under which application for federal funds is being made.
- g. The requirements of any other nondiscrimination statute(s) which may apply to federal funds.
- h. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- i. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e).
 - j. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.
8. Environmental
- a. Air or Water Pollution Violation: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to California Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
 - b. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 - c. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 USC 1857 *et seq.*) (42 USC §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 USC 1360).
 - d. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 USC §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
 - e. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - f. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
 - g. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - h. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.
 - i. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
 - j. Coastal Barrier Resources Act, PL 97-348 dated October 19, 1982, 16 USC §3501 *et seq.*

k. Contractor shall comply with EPA requirements.

9. Preservation

Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 USC §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC §469a-1 *et seq.*).

10. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, Executive Orders 12549 and 12689, 29 CFR Parts 97.35 and 7 98.510, and 2 CFR Section 200.213, and any amendments thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

11. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §8102, 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

12. Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §2131 *et seq.*).

13. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 USC 8251 *et seq.*) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 USC 13212).

14. Contractor must comply with Public Law 103-227, Part C, -"Environmental Tobacco Smoke," also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

15. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services, and that all subcontractors shall certify compliance accordingly.

16. Contractor shall assure, pursuant to Public Law 103-333, and where applicable to the extent practicable, that all equipment and products purchased with grant funds made available under this Agreement shall be American made.

17. Contractor shall administer this Agreement in accordance with the provisions of 2 CFR Part 200, which provisions supersede OMB Circulars, as applicable: OMB requirements contained in the following Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

18. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, "Remedies for Noncompliance," including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with the following statutes and regulations as applicable:

1. Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles, including laws and regulations pertaining to labor, wages, hours and other conditions of employment and City's anti-discrimination provision, Affirmative Action Plan, and WIOA customer's compliance with Selective Service Act. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, policies, and/or procedures that apply to the performance of this Agreement.
2. Examples of applicable statutes, rules or regulations include, but are not limited to, the following:
 - a. WIOA (29 USC §3101 *et seq.*), and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
 - b. All State legislation and regulations to the extent permitted by federal law and all policies, directives, executive orders and/or procedures, which implement WIOA.
 - c. Wagner-Peyser Act (29 USC §49 *et seq.*), as amended by Title III of WIOA and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
 - d. Provisions of the grant agreements between the City and the DOL, and between the City and the State, pursuant to WIOA, including their general terms and conditions, which are hereby incorporated by reference as though set forth herein in full.
 - e. City WIOA policies as set forth in the Certification Policy and Procedures, as approved by the WDB.
 - f. City administrative procedures and notices released in the form of City Information Bulletins or City Directives.
 - g. Contractor shall abide by the stipulations in the Maintenance of Effort provisions of WIOA and any implementing regulations.
 - h. Contractor shall comply with the Salary and Bonus Limitations as provided by PL 109-149 and PL 109-234 restricting the salary level and bonus compensation for anyone receiving WIOA funds not to exceed Executive Level II under Section 5313 of Title 5, United States Code, either as direct or indirect costs, except as provided for under Section 101 of PL 109-149. This limitation shall not apply to vendors providing goods and services as defined under 2 CFR Parts 200 and 2900. See Training and Employment Guidance Letter Number 5-06 for further clarification.
 - i. Provisions of Public Law 107-288 (38 USC 4215), Jobs for Veterans Act, as the law applies to DOL job training programs.

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit "J" and incorporated herein by reference.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 1. Monthly Fiscal Report and Closeout Report:

- a. Expenditure Report - Due on or before the 15th day of each month, Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request - Due on or before the 15th day of the month, a cash request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for a cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
2. Closeout Report
 - a. Within 15 calendar days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, Contractor certifies that: i) costs reported and payments requested are valid and consistent with the terms of the Agreement and ii) cash payments received from the City shall be used to pay only for expenditures as reported on the Agreement final closeout invoices. Costs reported and payments made are subject to City verification.
 - b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally close out the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 15-day closeout date following the termination of this Agreement.
3. Annual Inventory Report:

Contractor shall submit an annual inventory report to the City as stipulated in this Agreement for all nonexpendable property that has a City Identification decal affixed to it. The City shall provide the inventory report form to Contractor 30 days before the termination date of this Agreement.
4. Report on Reasonable Cost:

Contractor shall report to the City costs charged to other funding sources for services, which are the same type of fee-for-performance price services as those covered by this Agreement. If the costs are lower, Contractor shall submit a justification for charging the City a higher cost. This report shall be submitted by Contractor within 30 calendar days after the execution of the Agreement with the other funding source(s).

§602 MAINTENANCE OF RECORDS

- A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of three (3) years after termination of this Agreement 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. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. See 2 CFR Section 200.333-337.
- B. Location of Records: Records, in their original form, (including, but not limited to, customer files and fiscal documents) 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.

§603 CUSTOMER/APPLICANT FILES

- A. Contractor shall complete and maintain on-site in the customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents; 7) job development records; 8) exit documents; 9) post

placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

- B. NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 EQUIPMENT RECORDS

- A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.
1. A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$1,000 or more per unit, or is expected to have a useful life of one year or more. Items falling into the following categories are also considered equipment, regardless of acquisition costs and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by purchase and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.
 2. The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; (4) source of acquisition; (5) condition of the equipment; (6) title holder; (7) date of disposition, if applicable; and (8) location.
- B. All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- C. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.
- D. Contractor shall comply with the requirements of City Directives and any amendments thereto in the management of nonexpendable property purchased with WIOA funds.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement. Any purchase of property with an acquisition cost of \$5,000 or more per unit and any of the cost charge to WIOA funding in this Agreement shall require a written prior approval of the State.

The term "equipment" as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property, real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.

2. No modifications shall be made to the property without the prior written approval of City.
 3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by the EDD and City Directives and any approved Ordinance, e.g. Ordinance #178450, which codifies procedures related to handling City-owned Electronic Waste (e-Waste), such as computers, printers, cellular devices and all related accessories. Disposition of WIOA funded properties shall be governed by EDD Directives. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.
- D. Lease of Property or Facilities
1. All lease agreements shall incorporate the following provisions.
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
 - c. It is recommended that Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the Lessor agrees that if Lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, Lessee may terminate the lease with 120 days written notice.

Contractor shall amend any current lease agreements to incorporate the above provisions.
 2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of cash.
 3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
 4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

Contractor shall maintain a system of internal control in accordance with standard accounting practices.

- A. In accordance with GAAP and City Directives, financial systems shall include:
1. Information pertaining to sub-grant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 2. Effective internal controls to safeguard assets and assure their proper use;
 3. A comparison of actual expenditures with budgeted amounts for each sub-grant and contract;
 4. Source documentation to support accounting records;
 5. Proper charging of costs and cost allocation; and be sufficient to (i) permit preparation of required reports and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
 6. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

- B. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to Contractor.

§607 DOCUMENTATION OF EXPENDITURES

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.
- B. Payroll expenditures shall be supported by activity reports that may include, but not be limited to, case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.
- C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, DOL, the Auditor General of the State, and EDD or their designees or 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, the U.S. Comptroller General, and the DOL, the Auditor General of the State and the EDD or their designees, 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.
- B. Access by the City, the Auditor General of the State, and EDD or their designees, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor shall comply with the provisions of 2 CFR Parts 200 and 2900 (DOL Exceptions), which provisions supersede OMB Circulars, as applicable: Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in 2 CFR Parts 200 and 2900 as applicable (City Council action dated February 4, 1987, C.F. No. 84-2259-S1), and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the Financial Management Division of EWDD.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$500,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with Directives received from the City.

- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
 - 1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to EWDD, and/or
 - 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or impose the Default, Probation, Suspension and Termination provisions of this Agreement.
- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require a Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.
- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the grant.

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
 - 1. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 - 2. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
 - 3. Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.
 - (a) Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

- (b) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094 (c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (c) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- 4. Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
- 5. Contractor shall notify City within 24 hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - (a) Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
 - (b) If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- 6. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- 7. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- 8. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- 9. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- 10. Each party shall promptly return to the other party confidential information when its use ends, or shall destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- 11. If the City or Contractor enters into an agreement with a third party to provide WIOA services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- 12. The City may, in its operation of the America's Job Center of California (AJCC)/One-Stops, permit an AJCC/One-Stop operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls into CalJobs. The City shall ensure that all such subcontracts comply with the intellectual property requirements of this Agreement attached hereto as Exhibit J and incorporated herein by reference, the confidentiality requirements of this section and any other

terms of this Agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

- a. All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example, a resume-distribution service that provides enrollment in CalJobs, social security numbers must be destroyed within two days after the client registers for CalJobs. If a subcontractor obtains confidential information as an agent of the City, the subcontract must specifically state the purpose for the data collection, state the term of records retention, and be directly related to the purpose and use of the information. In accordance with 2 CFR Parts 200 and 2900 (DOL Exceptions), social security numbers and other client-specific information shall not be retained for more than three years after a client completes services. City shall extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records shall be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.
 - b. Client information (personal information that identifies a client, such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - c. An AJCC/One-Stop client must still be given the option to use the AJCC/One-Stop's services, including CalJobs, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the AJCC/One-Stop or for CalJobs, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC/One-Stop operator.
 - d. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - e. When the Grantor modifies State automated systems such as the State CalJobs System, it shall provide reasonable notice of such changes to the City. The City shall be responsible to communicate such changes to the AJCC/One-stop Operator(s) in the local area.
13. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

- A. Contractor hereby certifies that, by signing this Agreement, Contractor and subcontractor staff working with youth, as either employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass a background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact a staff member will have with minors. Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of security clearance and TB tests of all staff, including those of the subcontractors, and make such records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with State and federal law.

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

- A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System (ISIS) prescribed by the City for this purpose.
- B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.
- C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the project premises a sign, identifying Contractor as receiving financial assistance from the City.

§614 PRESS RELEASES-PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program, regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds in this Agreement shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local EDD Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 TECHNICAL ASSISTANCE

Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using grant funds received under this Agreement for the purpose of instituting legal proceedings against the City or their official representatives.

§619 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this Agreement. If Contractor conducts

such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in its facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§620 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

Contractor shall comply with 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 comply with subcontracting/procurement requirements set forth in Exhibit "K", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and its respective subcontractor agreement.

8. REMEDIES

§801 DEFAULTS

Should Contractor fail for any reason to comply with the contractual obligations of this Agreement, including, but not limited to, meeting the performance standards, starting up the program on time, providing services according to plan and/or to benefit customers and the provisions of the Agreement, maintaining expenditures at an approved rate in the Budget, resolving performance problems in a timely manner, demonstrating the capabilities to solve identified problems within a specific time, providing necessary fiscal or Management Information Services documents to City in a timely manner, maintaining agreed cost per placement or utilizing grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.

- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit B (Insurance Requirement Form) and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

- A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.
- B. Within ten (10) business days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may, if applicable, notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within ten (10) business days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement, or portion thereof. Upon receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

- F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- J. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) business days from the City's written notice.

§806 GRIEVANCE AND COMPLAINT RESOLUTION PROCEDURES

A. City WIOA Complaint Resolution Procedures

- 1. Contractor shall comply with current City Grievance and Complaint Resolution Procedures, which may be superseded at any time by new procedures issued by the City, incorporated therein during the term of this Agreement, in the resolution of complaints alleging a violation of WIOA, WIOA regulations, the grant, or any other Agreements under WIOA. City shall furnish a copy of its procedures to Contractor upon execution of this Agreement.
- 2. Contractor shall provide to each eligible customer and staff employee a copy and/or summary of the City's current Grievance and Complaint Resolution Procedures during orientation. In the event that Contractor subcontracts with another party for the provisions of training or job development services to a customer, the subcontract shall require that the customer receive access to current complaint procedures at each tier of service. Contractor shall maintain written documentation on file that each WIOA staff person and customer has received information regarding the City's current Complaint Resolution Procedures.
- 3. Contractor shall designate a staff person as the Equal Opportunity (EO) Complaints Officer. The EO Complaints Officer WIOA responsibilities will be to notify the City, EWDD, and EO Compliance Unit within 24 hours of acceptance of a WIOA complaint; conduct an informal resolution meeting and attempt to resolve the complaint filed within 15 calendar days of its receipt and acceptance; refer all WIOA discrimination complaints directly to the EWDD EO Compliance Unit; and represent Contractor in WIOA administrative hearings conducted under the complaint procedures.

B. Contractor WIOA Customer Complaint Resolution Procedures

- 1. Contractor shall designate an EO Complaints Officer whose duties will be to develop, administer, and maintain procedures for the resolution of complaints involving Individual Training Accounts and on-the-job training (OJT). Contractor shall advise complainant that all discrimination complaints should be filed directly with the City's EO Compliance Unit.
- 2. Contractor shall post in a public location initial and continuing notice of the local grievance and complaint procedures and instructions on how to file a complaint. Copies shall be made available to the general public upon request.
- 3. Contractor shall provide each customer with a copy of City's current Grievance and Complaint Resolution Procedures upon registration into the program or during orientation. In the event that Contractor subcontracts with another party for the provision of training or job development services to a customer, the subcontract shall require that the customer receive access to City's

current Grievance and Complaint Resolution Procedures at each tier of service. Contractor shall maintain written documentation that each customer has received a copy of City's current Grievance and Complaint Resolution Procedures and signature acknowledging receipt shall be in its original form.

4. Where a hard copy case file is maintained, a copy of the acknowledgment of receipt of the City's current Grievance and Complaint Resolution Procedures shall be signed by the participant and included in each participant's case file. Where an electronic case file is maintained, Contractor must make a note indicating this notification did occur, the date of the notification, and the name of Contractor staff person who provided it, if applicable.
- C. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of WIOA or WIOA regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to WIOA, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.
- D. Contractor shall provide technical assistance (TA) to the complainants, including those grievances or complaints against the Contractor. Such TA shall include providing instructions on how to file a grievance or complaint, providing relevant copies of documents such as WIOA, regulations, rules, contracts, etc. and providing clarifications and interpretations of relevant provisions. This requirement shall not be interpreted as requiring Contractor to violate rules of confidentiality.
- E. Contractor shall permit the Civil Rights Center (CRC), U.S. DOL (or a representative) access to its premises, customers, employees, books, and papers should the need arise during a complaint investigation.

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 602, 604 and 608.

§902 ORDER OF PRECEDENCE

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) exhibits and attachments hereto, and (iv) any documents provided by Contractor.

§903 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

§904 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in two (2) duplicate originals, each of which is deemed an original. This Agreement includes Thirty-Three (33) pages and Eleven (11) Exhibits which constitute the entire understanding and agreement of the parties.


10. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY

MICHAEL N. FEUER, City Attorney

By


Deputy/Assistant City Attorney

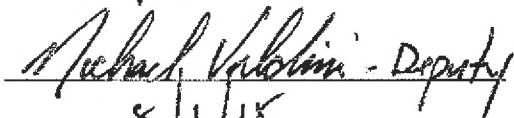
Date

8/1/18

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By


Deputy

Date:

8/1/18

(Contractor's Corporate Seal)



Executed this 31st day of July, 2018

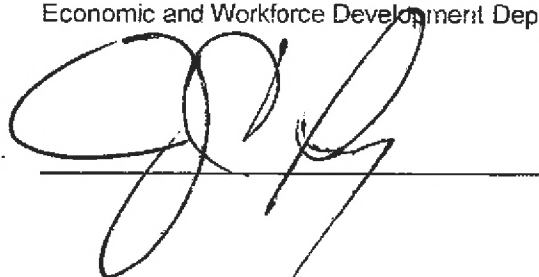
For: THE CITY OF LOS ANGELES

JAN PERRY

General Manager

Economic and Workforce Development Department

By



Executed this 31st day of July, 2018

For: MANAGED CAREER SOLUTIONS, SPC

By


PHILLIP STARR
Executive Director

City Business License Number: 000590886-0001-5

Internal Revenue Service ID Number: 95-4626137

WDB Actions of April 23, 2018 and July 26, 2018

Said Agreement is Number C-131584 of City Contracts
(T6438)

EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS
TABLE OF CONTENTS

PSC – 1.	Construction of Provisions and Titles Herein	1
PSC – 2.	Applicable Law, Interpretation and Enforcement.....	1
PSC – 3.	Time of Effectiveness.....	1
PSC – 4.	Integrated Contract	1
PSC – 5.	Amendment	1
PSC – 6.	Excusable Delays	1
PSC – 7.	Waiver	2
PSC – 8.	Suspension	2
PSC – 9.	Termination	2
PSC – 10.	Independent Contractor	3
PSC – 11.	Contractor's Personnel.....	3
PSC – 12.	Assignment and Delegation	3
PSC – 13.	Permits.....	4
PSC – 14.	Claims for Labor and Materials	4
PSC – 15.	Current Los Angeles City Business Tax Registration Certificate Required	4
PSC – 16.	Retention of Records, Audit and Reports	4
PSC – 17.	Bonds.....	4
PSC – 18.	Indemnification	4
PSC – 19.	Intellectual Property Indemnification	4
PSC – 20.	Intellectual Property Warranty	5
PSC – 21.	Ownership and License	5
PSC – 22.	Data Protection	5
PSC – 23.	Insurance.....	5
PSC – 24.	Best Terms	6
PSC – 25.	Warranty and Responsibility of Contractor.....	6
PSC – 26.	Mandatory Provisions Pertaining to Non-Discrimination in Employment	6
PSC – 27.	Child Support Assignment Orders	6
PSC – 28.	Living Wage Ordinance.....	6
PSC – 29.	Service Contractor Worker Retention Ordinance	6
PSC – 30.	Access and Accommodations	6
PSC – 31.	Contractor Responsibility Ordinance.....	7
PSC – 32.	Business Inclusion Program.....	7
PSC – 33.	Slavery Disclosure Ordinance.....	7
PSC – 34.	First Source Hiring Ordinance	7
PSC – 35.	Local Business Preference Ordinance.....	7
PSC – 36.	Iran Contracting Act.....	7
PSC – 37.	Restrictions on Campaign Contributions and Fundraising in City Elections	7
PSC – 38.	Contractors' Use of Criminal History for Consideration of Employment Applications	8
PSC – 39.	Limitation of City's Obligation to Make Payment to Contractor.....	8
PSC – 40.	Compliance with Identity Theft Laws and Payment Card Data Security Standards.....	8
PSC – 41.	Compliance with California Public Resources Code Section 5164.....	8
PSC – 42.	Possessory Interests Tax.....	9
PSC – 43.	Confidentiality.....	9
Exhibit 1	Insurance Contractual Requirements.....	10

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC – 2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC – 3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC – 4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC – 5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC – 6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC – 7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the 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.

PSC – 8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC – 9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

- b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC – 10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **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 **CITY**.

PSC – 11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC – 12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC – 13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC – 14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC – 15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC – 16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC – 17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC – 18. 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** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC – 19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (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, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC – 20. Intellectual Property Warranty

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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for 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 **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC – 22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC – 23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and

limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit B hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC – 24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC – 25. 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.

PSC – 26. Mandatory Provisions Pertaining to Non-Discrimination In Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **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 **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 30 Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC – 32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC – 33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** 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."

PSC – 37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this

Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC – 38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC – 40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC – 41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC – 42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax

may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC – 43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your Insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR. CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.
- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 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 time during the performance of the work pursuant to this Contract.
- 7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.
- 9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
INSURANCE REQUIREMENTS

Form Gen 146 (Rev. 6/12)

REQUIRED INSURANCE AND MINIMUM LIMITS

Name: Managed Career Solutions, SPC Date: _____

Agreement/Reference: (T6438) 2017 California Wildfire

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 (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 <input type="checkbox"/> Jones Act
<hr/>		
<input checked="" type="checkbox"/>	General Liability	\$ <u>1,000,000</u>
	<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____
<hr/>		
<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
<hr/>		
<input type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period _____	\$ _____
<hr/>		
<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"/> Boiler and Machinery
	<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
	<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____
<hr/>		
<input type="checkbox"/>	Pollution Liability	\$ _____
	<input type="checkbox"/> _____	
<hr/>		
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	\$ _____
<input type="checkbox"/>	Crime Insurance	\$ _____

Other:

1) In the absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

2) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:

<http://cao.lacity.org/risk/InsuranceForms.htm>

EXHIBIT B - Cont.
INSURANCE REQUIREMENTS

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Rev. 05/18)

(Share this information with your insurance agent or broker)

PERSON TO CONTACT

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

NAME	LaFaye Jones
CITY AGENCY	Economic & Workforce Development
Dept.	Financial Management
Div.	
ADDRESS	1200 W. 7 th Street, 6 th Floor Los Angeles, CA 90017
TEL (213) 744-7321	FAX (213) 744-7362

For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

1. Agreement/Reference All evidence of insurance should 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 required method of submitting your documents. **KwikComply** 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 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment 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.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

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 [https://bca.lacity.org/Uploads/lwo/Notice to Employees of Retaliation %28English%29.pdf](https://bca.lacity.org/Uploads/lwo/Notice%20to%20Employees%20of%20Retaliation%20English.pdf) and in Spanish at [https://bca.lacity.org/Uploads/lwo/Notice to Employees of Retaliation %28Spanish%29.pdf](https://bca.lacity.org/Uploads/lwo/Notice%20to%20Employees%20of%20Retaliation%20Spanish.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 City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

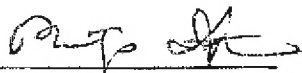
CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-1922 — Fax: (213) 847-2777

Rev 09/17

AGREEMENT NUMBER: (T6438)

Managed Career Solutions, SPC.
CONTRACTOR/BORROWER/AGENCY

Phillip Starr, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

7/31/17
DATE

EXHIBIT D
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR Section 200.213 and 29 CFR Parts 97.35 and 98.510 (Participants' Responsibilities)

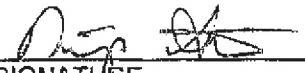
(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. The prospective recipient of federal assistance funds certifies that neither it nor its principles have not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. The prospective recipient of federal assistance funds certifies that neither it nor its principals are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. The prospective recipient of federal assistance funds certifies that neither it nor its principals have not, within a three year period preceding this agreement, had one or more public transactions (federal, state, local) terminated for cause of default.
5. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to the proposal.

AGREEMENT NUMBER: (T6438)

Managed Career Solutions, SPC.
CONTRACTOR/BORROWER/AGENCY

Philip Starr, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

7/3/18
DATE

Exhibit D (cont.)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans
and Cooperative Agreements

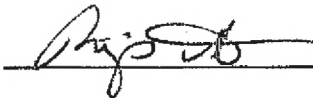
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER: (T6438)

Managed Career Solutions, SPC.
CONTRACTOR/BORROWER/AGENCY

Philip Starr, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

7/31/18
DATE

EXHIBIT F
MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.
True ☒ False ☐
2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.
True ☒ False ☐
3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.
True ☒ False ☐
4. Except as recorded or disclosed to you herein, I know of no instances of:
 - a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
True ☒ False ☐
 - b. Guarantees, whether written or oral, under which the Contractor is contingently liable.
True ☒ False ☐
 - c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.
True ☒ False ☐
5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.
True ☒ False ☐
6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.
True ☒ False ☐
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.
True ☒ False ☐
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.
True ☒ False ☐

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
True ☒ False ☐
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
True ☒ False ☐
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
True ☒ False ☐
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
True ☒ False ☐
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
True ☒ False ☐
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
True ☒ False ☐
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.
True ☒ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

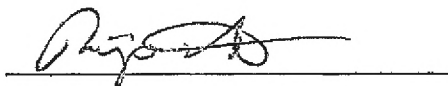
AGREEMENT NUMBER: (T6438)

Managed Career Solutions

CONTRACTOR/BORROWER/AGENCY

Phillip Starr, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

7/31/18
DATE

EXHIBIT G
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 8102 *et seq.*), 29 CFR Part 98; and the California Drug-Free Workplace Act of 1990, CA Gov't Code § 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the WIOA program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIOA program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination (consistent with requirements of the Rehabilitation Act of 1973 and the Americans with Disabilities Act), or
 - b. Requiring the employee's satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

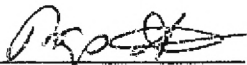
AGREEMENT NUMBER: (T6438)

Managed Career Solutions

CONTRACTOR/BORROWER/AGENCY

Phillip Starr, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

7/31/18
DATE

EXHIBIT H
CERTIFICATION REGARDING RELOCATION OF BUSINESS

This certification is required of all the Contractors who have relocated their place of business within the preceding 120 days of receiving this Agreement. This certification is required pursuant to WIOA, Section 181(d). The regulations prohibit the use of any WIOA funds by an entity that has relocated within the previous 120 days, where such relocation has caused the loss of employment of any employee at the original location.

The Contractor certifies as follows:

"I have read the foregoing regulations and I certify on behalf of the Contractor mentioned below that if this Contractor has relocated its place of business within the past 120 days, that such relocation has not resulted in the loss of employment for any employee at the original location. I also certify that any funds provided by us to any subcontractor(s) shall require the same certification."


AGREEMENT NUMBER: (T6438)

Managed Career Solutions

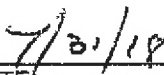
CONTRACTOR/BORROWER/AGENCY

Phillip Starr, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE



DATE

EXHIBIT I
SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

§1. GENERAL STATEMENT

- A. The Statement of Work is a general description of the services made available by Contractor. Should the Contractor determine a need to significantly alter the services described, Contractor must submit a written request for City approval. Written City approval must be obtained by Contractor before any change is implemented, which may require a contract amendment.
- B. Contractor shall provide allowable WIOA program services and activities to customers, as determined necessary, appropriate, and reasonable.

§2. PROGRAM RESPONSIBILITY

- A. Contractor shall provide eligible dislocated workers (DW) temporary jobs assisting with clean-up, recovery, and humanitarian efforts in areas impacted by the Creek and La Tuna Wildfires of 2017.
- B. Contractor shall serve a minimum of **70** eligible DW participants.
- C. Eligible DW participants are those who:
 - 1. Reside within the declared disaster areas;
 - 2. Were forced to relocate due to the disaster or emergency event;
 - 3. Were temporarily or permanently laid off as a consequence of the disaster; or
 - 4. Are long term unemployed (unemployed at the time of enrollment and underemployed more than 15 of the previous 26 weeks prior to enrollment).
- D. Contractor shall engage in a workforce strategy to serve aforementioned DWs, which must include the following components:
 - 1. Repair public lands that were affected by the aforementioned fires. Each location must be approved by both the city and the Employment Development Department (EDD) prior to the commencement of any work.
 - 2. A temporary work-experience opportunity for participants, which will not exceed 20 weeks. Participant wages paid under this agreement shall not exceed \$15.00 per hour.
 - 3. Providing case management and supportive services that will facilitate the placement or advancement of program participants, once the work experience is concluded.
 - 4. Performing the following tasks with respect to employment services to ensure the identification and matching of job seekers to job opportunities:
 - a. Working with the Department of Sanitation to assist in the identification of public lands that were affected by the La Tuna and Creek Fires of 2017.
 - b. Following industry standard safety guidelines and provide any necessary safety training for the participants
 - c. Providing Supportive Services, when necessary and appropriate, in order to eliminate a barrier identified during the initial assessment of the participant.
 - d. Working with employers that are ready, willing, and able to hire program participants post work experience.
- E. Program Responsibilities
 - 1. Participants *may be co-enrolled* in the WIOA dislocated worker formula program under grant code 501, but not in another special grant-funded program without the express written authorization of the City and the grant administrator.

Co-enrollments can leverage National Dislocated Worker Grant funding.

2. **OCCUPATIONAL SAFETY AND HEALTH ACT:** Contractor agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970, as amended, if the participants were employees of Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act, as amended.
3. Contractor is required to close-out funds appropriated within fifteen (15) days following the date of December 31, 2018.
4. Contractor shall enroll participants in CalJOBS System to within 30 business days of the activity date (ex: enrollment/registration date, exit date, follow-up date), utilizing 2017 National Dislocated Worker Grant (NDWG) grant code 1125 use activity code 227. Please refer to all WDS Information Bulletins and Directives related to NDWG MIS and Budget Reporting Guidelines.
5. Contractor shall inform program participants that they may access WIOA services, including supportive services. Supportive services shall be provided to the participant based on need.

§3. PERFORMANCE MEASURES

The figures the Performance Measures Table below establish minimum quantitative performance measures based on DOL measures, local measures and the State's expectations for the City's WorkSource system performance. As part of continuous quality improvement and in keeping with its service plan, Contractor should strive to exceed the minimum levels.

Performance Measures	
DOL Measure	Project Goals
Employment Rate 2 nd Quarter After Exit	71%
Employment Rate 4 th Quarter After Exit	69.5%
Median Earnings 2 nd Quarter After Exit	\$7,523
Credential Attainment Within 4 Quarters After Exit	63%
Total Enrolled NDWG Participants	70

§4. SPECIAL CONDITIONS

- A. If the City imposes additional requirements to this Agreement that Contractor believes could cause an increase in the cost of, or the time required for, the performance of the services under this Agreement, Contractor may request an equitable adjustment be made in the price or performance schedule, or both, and if the City concurs, the Agreement shall be amended in writing accordingly.
- B. Neither party shall be liable for damages for delays in performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

EXHIBIT J
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 29 CFR 97.34 and 2 CFR 200.315.

D. Rights to Data

1. The Grantor and the City shall own all interests rights and title to any and all data created under this agreement including the copyright created thereto. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401-1. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404-3 instead of unlimited rights (48 CFR 27.404-1). Contractor shall have an unencumbered, non-exclusive irrevocable royalty-free license to use non-confidential, redacted information for research and teaching purposes.
2. **Obligations Binding on Subcontractors** Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

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

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

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use,

reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. Refer to 2 CFR Section 200.35.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
 - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
 - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this subgrant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

- 1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
- 2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

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

EXHIBIT K
SUBCONTRACT AND PROCUREMENT

§1 SUBCONTRACTS

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts.
- B. Subcontracts entered into in the performance of this Agreement shall:
 - 1. Be subject to the terms and conditions set forth in of this Agreement. City may require incorporation of the applicable provisions in a written agreement;
 - 2. Be specifically prohibited from assignment or transfer of interest without prior written approval by the City;
 - 3. Require that Contractor specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§2 PROCUREMENT PROCEDURES

- A. It is the policy of the City to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to, all of the following subsections. It is the City's intent that the following rules be binding upon the City and its subcontractors. Several of the provisions herein include City-mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
- B. Purpose. It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
- C. Competition. The City and each of its contractors shall conduct procurement in a manner that provides full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - 1. Placing unreasonable requirements on firms or organizations in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;
 - 4. Noncompetitive awards to consultants that are on retainer contracts;
 - 5. Organizational conflicts of interest;
 - 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
 - 7. Overly restrictive specifications; and
 - 8. Any arbitrary action in the procurement process.
- D. Responsibilities.
 - 1. The following procedures shall apply to all procurement under this Agreement in order to ensure that all solicitations:
 - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

- b. Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
2. Issue a Public Notification. The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
3. All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
4. Contractor shall provide a copy of the RFP/request for qualifications (RFQ) to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the RFP/RFQ.
5. The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
6. The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
7. The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure in compliance with 2 CFR Parts 200 and 2900. These records shall include, but are not limited to, the following: rationale for the method of procurement, the selection of contract type, contractor selection or rejection, rationale and reasonable rating criteria and the basis for the contract type.
8. The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
9. The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of three (3) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to, an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
10. The Contractor shall not contract with any party which is debarred, suspended or otherwise excluded from participation in federal assistance programs in accordance with 2 CFR Part 200. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The federal government prohibits awards to any party that is debarred. The federal government compiles a list of debarred parties. The federal list is published by the General Services Administration; a copy may be obtained by telephoning the Superintendent of Documents (202/512-1600). The list will be issued as an information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment lists.
11. Procurement shall be conducted at least once every three years.
12. Procurement activities must be conducted in a confidential manner. Staff involved in procurement must not divulge advance purchasing information, specific proposal/offer evaluation criteria, negotiations with bidders or in-house discussions regarding a procurement until such time as this information is released to all parties.
13. Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a login sheet or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that only proposals received by the deadline specified in the RFP/RFQ qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
14. Contractor shall establish proposal evaluation procedures that shall include, but not be limited to, the following:
 - a. Clear staff responsibilities. A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to ensure compliance with these procurement rules.

- b. Develop a standard worksheet or check list for determining responsiveness of each proposal.
 - c. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal.
 - d. Prepare an analysis of costs to verify allowability and to determine reasonableness.
 - e. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results.
 - f. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluators).
 - g. Identify policy and process by which selection of awardee(s) will be made.
 - h. Provide an opportunity for bidders to appeal staff recommendations.
 - i. Items a-c should be sufficiently completed before issuance of the RFP so relevant parts can be included.
15. Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the RFP/RFQ. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal. For participant service RFPs/RFQs demonstrated performance and ability must be documented and should include independently verified information and data.
 16. Contractor shall determine which proposals are in the competitive range for technical response and based on the cost and price analysis conducted prior to the RFP/RFQ are within the cost and price criteria.
 17. Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
 18. Contractor shall determine for participant service RFPs the demonstrated performance and ability of the highest rated offeror(s). This determination must be documented and should include independently verified information and data.
 19. Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
 20. Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
 21. City may procure goods and services from other governmental entities in accordance with Agreement procurement regulations. Contracts may not contain prices that are higher than that available to the general public. All such contracts are subject to cost reasonableness requirements.
 - a. In-school youth programs may be sole sourced to public and nonprofit private secondary schools.
 - b. City may use as the basis for selecting a provider a procurement process from another government in its market area upon review of the procurement process and City determination that such process complies with this Agreement and local law.
 - c. City may use the Central City Purchasing agent in order to procure office supplies, basic equipment and other similar goods.
 - d. The City may authorize its Contractor to use a subcontractor who has been already selected through the City's procurement process without requiring an additional procurement process.
 22. If the State or the City has established a debt against an Agreement service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future grant funds.

23. The City will use the definition of a private postsecondary education institute as defined in the California Education Code Section 94302(w) as any person doing business in California that offers to provide or provides, for a tuition, fee, or other charge, any instruction, training, or education primarily to people who completed or terminated their secondary education or are beyond the age of compulsory high school attendance. Information Bulletin B95-83 provides further guidance regarding post-secondary education.

24. **Participation of Minorities, Women and Small Businesses**

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women and small businesses to participate in procurement under this Agreement.

E. Cost or Price Analysis

1. Contractor shall establish standards for the performance of cost or price analysis.
2. Under 2 CFR 200.323, Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications, to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
 - a. Contractor must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
 - b. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
 - c. If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
 - d. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
3. The following cost analysis steps shall be used 1) verify cost or pricing data and evaluate cost elements; 2) evaluate the effect of the offeror's current practices on future costs; 3) compare proposed costs for individual cost elements; 4) verify that offeror's cost submissions are in accordance with cost principles (allowable/allocable); and 5) review to determine that all necessary cost or pricing data have been submitted.
4. Agreement procurement shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program income is included in the price, the City or the Contractor shall negotiate profit or program income as a separate element of the price for each contract/subcontract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:
 - a. The complexity of the work to be performed;
 - b. The risk borne by the Contractor;
 - c. The Contractor's investment;
 - d. The amount of subcontracting;
 - e. The quality of the Contractor's record of past performance; and
 - f. Industry profit rates in the surrounding geographical area for similar work.
5. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
6. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be

allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

7. All Contractors must comply with 29 CFR section 97.25 income regulations, EDD Directive WSD15-25, issued May 24, 2016, entitled "WIOA Program Income," and City contract provisions regarding program income.
8. All goods and services procured pursuant to the Agreement must be in compliance with the allowable cost provisions in 29 CFR §95.27, 29 CFR 97.22 and any State or Federal directives on allowable costs.

F. Awarding of Agreement/Contract.

1. Prior to an award of a contract, the City shall make a determination that the Contractor has demonstrated effectiveness in providing RFP documented services. Agreements/Contracts shall be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/ Request for Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants, and 10) be both qualified and eligible to receive the award under applicable law and regulation. Contractor shall make the award(s) and finalize the contract(s). Contractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selection process.
2. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as described in §6, hereinbelow.
3. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and life cycle costs may be considered in determining the lowest bid. No points shall be given for status as a subcontractor or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the Contractor or a subcontractor with an approved childcare policy.
4. Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

G. Additional Requirements for High Risk Contractors/Subcontractors.

1. Contractor must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performances and financial and technical resources.
2. In evaluating risks posed by a potential contractor/subcontractor, the following may be considered:
 - a. History of performance;
 - b. Financial stability;
 - c. Quality of management systems and ability to meet the management standards prescribed in 2 CFR Part 200;

- d. Conformance to general or specific terms and conditions of a previously awarded grant or sub-grant;
 - e. Reports and findings from audits;
 - f. Ability to effectively implement statutory, regulatory or other imposed requirements; or
 - g. Is not otherwise responsible.
3. If the City/Contractor agency determines that a grant or sub-grant will be made to a "high-risk" Contractor or subcontractor, the City/Contractor may impose additional specific award conditions , including:
- a. Requiring payments as reimbursement rather advance payments; Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - b. Requiring additional, more detailed financial reports;
 - c. Requiring additional monitoring;
 - d. Requiring the Contractor or subcontractor to obtain specific technical or management assistance; and/or
 - e. Establishing additional prior approvals (e.g. requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
4. If the City/Contractor decides to impose such funding restrictions, the awarding official must notify the Contractor or subcontractor as early as possible, in writing, as to:
- a. The nature of the additional requirements;
 - b. The reason(s) why the additional requirements are being imposed;
 - c. The nature of the action needed to remove the additional requirement, if applicable;
 - d. The time allowed for completing the actions, if applicable; and
 - e. The method for requesting reconsideration of the additional requirements imposed.
5. Any special conditions must be promptly removed once the conditions that prompted them have been corrected.

H. City Code of Conduct

Contractor shall comply with the Conflict of Interest provisions found in Section 504 of this Agreement.

I. Methods of Procurement

Within the context of open competition, there are five methods by which agencies may procure goods and services (micro-purchase, small purchase, sealed bids, competitive proposals, and non-competitive proposals). For a transaction of less than \$50,000, the small purchase method may be used. However, the sealed bid and competitive proposal may also be selected. For transactions of \$50,000 or more, the sealed bid or competitive proposal must be used.

1. Micro-Purchases

- a. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

Anticipated Price

Up to \$3,000

Required Action

May be awarded without soliciting competitive quotations if non-Federal entity considers the price to be reasonable

- b. Documentation: To substantiate reasonableness, documentation can include product or service catalogs, current price lists, or telephone contact with bidders to obtain quotes (i.e., a memorandum that reflects the oral quotations by source and dated and signed by a Contractor staff person obtaining the bids). Catalogs and price lists should be updated annually.

2. Small Purchases

- a. Informal procurement methods for procuring services, supplies, or other property that under \$50,000. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

Anticipated Price

Required Action

\$3,001 to \$9,999

Two documented quotations

\$10,000 to \$49,999

Three or more written quotations

- b. Documentation: For "3 written quotes," the RFQ must either be provided in writing to the bidders or transmitted as uniformly as possible over the telephone. To be considered, the response must be signed and dated by the bidder responding to the RFQ.
- c. A cost/price analysis must be conducted prior to purchase for small purchases. Lowest price is the normal criteria for selecting goods and services. Qualifications of the bidder, availability of the goods or services, service to be provided, quality and location are some additional factors that could influence the procurement. The documentation must contain the basis for bidder selection. If the basis is something other than the price, the Contractor must prepare written documentation describing the additional criteria for selection, its relevance to the need and benefit, and the relative advantage of the offering from the selected bidder. Documentation should be retained as described in the procurement procedures.
- d. Many governmentally-linked subrecipients purchase office supplies and basic office equipment through their central governmental supply house or procurement administration. Items procured for subrecipient use in this manner will be assumed, for the purposes of WIOA, to be purchased competitively by the central governmental purchasing agency and to meet the requirements of these regulations. Any item purchased solely for WIOA use must be purchased following applicable City Information Bulletins, State Information Notices, City and State Directives, the WIOA, and its regulations.

3. Competitive Sealed Bids—Formal Advertising- Above \$50,000

- a. Contractor shall prepare an Invitation for Bid (IFB) or similar solicitation document that includes a complete, adequate, and realistic specification or purchase description. Sealed bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) or other fixed-price arrangement. Contractor shall distribute the IFB to subcontractors on an established bidders' lists (if available). Contractor shall publicly advertise the procurement in a local newspaper with Workforce Development area-wide circulation. Contractor shall notify the bidders of the dispute resolution process. Contracts shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Contractor shall determine the demonstrated performance and ability of the lowest bidder who meets the technical requirements (for service providers).
- b. If sealed bids are used, the following requirements apply:
 - (1) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids and publicly advertised;
 - (2) The IFB, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (3) All bids will be opened at the time and place prescribed in the IFB, and opened publicly;

- (4) A firm fixed price contract will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs must be considered in determining which bid is the lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - c. Contractor reserves the right to reject any or all bids if there is a sound documented reason that is fully described and documented in the procurement file. Contractor may award a firm fixed-price or fixed-unit price contract by written notice to the responsible offeror whose bid represents the lowest price and conforms with all of the specifications in the IFB. Contractor shall also provide written notification of the awarding of the contract to the bidders who were not accepted. Contractor shall document the procurement in the procurement file.
4. **Competitive Proposals- Formal Advertising – Above \$50,000**
 - a. Proposals shall normally be conducted with more than one source submitting an offer. Either a fixed-price or a cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - (1) RFPs must be publicized and identify all evaluation factors and their relative importance. Any response to publicized RFPs must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
 - (3) Contractor must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (5) Contractor may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 - b. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible offeror whose proposals are most advantageous to the program with price, technical, and other factors considered. Requests for proposals must be formally advertised for all contracts above \$50,000.
 - c. The Contractor must indicate in the RFP the scope of work and service area, the method for scoring the proposals, the deadline for receipt, and the dispute process. The various components of the request will be valued and the value assigned should be reasonable in relation to the entire request. The Contractor can reserve the right to reject any or all bids when the bid is not responsive. However, the Contractor must state this in the solicitation and the specific reasons must be fully described and documented in the procurement file. The Contractor must establish a method for recording the date and time that proposals were received. This process must ensure that only proposals received in accordance with the date and time specified in the RFP qualify for the evaluation process. A log is an acceptable method for recording date and time of receipt.
 - d. Contractor must conduct a cost or a price analysis of the proposals selected for consideration. See above-mentioned Section E, "Cost or Price Analysis."
5. **Noncompetitive Proposals – Sole Source**
 - a. To conduct a noncompetitive procurement, the criteria for a sole source justification must be met. Sole source contracts shall be procured through solicitation of a proposal from

only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, when competition is determined inadequate. All sole source justifications require prior City approval. City approval, however, does not guarantee that the Grantor will not make an adverse determination as to whether the requirements for a sole source justification have been met. All sole source procurements must be documented, and the proposer must have demonstrated performance in supplying the goods or services. Contractor shall minimize the use of sole source procurements to the extent practicable, but in every case, the use of sole source procurements shall be justified and documented.

- b. Purchases of goods and services for the general administration of the administrative entity (EWDD) should follow normal business practices to ensure receipt and quality of the goods and services. Procurement by noncompetitive proposals may be used only when the award of a contract is unfeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
 - (1) The item or service is available only from a single source;
 - (2) The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only;
 - (3) The awarding agency authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.
 - (5) OJT contracts, except OJT brokering contracts, which shall be selected competitively, or enrollment of individual customers in classroom training.

J. Appeal and Dispute Procedures

- 1. The City and its contractors shall have protest procedures to handle and resolve disputes relating to their procurements. A protester shall exhaust all administrative remedies with the Contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders. WIOA bidders who are dissatisfied may file a complaint in accordance with City WIOA complaint procedures.
- 2. The selected bidders are offered contracts after the evaluation and negotiation process is completed. The contracts with subcontractors must contain all provisions set forth in Section K below, and the requirements of 29 CFR Part 97. When purchasing material subject to copyright law, the Contractor must include the copyright provisions in 29 CFR 97.34.
- 3. Regardless of the amount of the award, all contractors shall certify to a Drug Free Workplace. All awards to contractors in excess of \$100,000 shall certify that no funds shall be used for lobbying. All contracts and awards to contractors and subrecipients in excess of \$25,000 shall include debarment certifications.

K. RFP/RFQ Procedures

- 1. It is City policy to contract for services on the basis of demonstrated competence and reasonable price by obtaining bids or proposals. Before preparing an RFP/RFQ for the procurement of services, several preliminary activities should be performed including the determination of the City's/Contractor's needs, consulting with contractors and other local governments, and developing an approach to the procurement process. Contractors must justify the procurement method used for each purchase. Once these activities are completed, the development of an RFP/RFQ can begin.
- 2. The sample RFP/RFQ format will require modification to the language to clarify that the solicitation is from a contractor and not the City. In the RFP process, cost is usually one of several selection criteria that proposers must address in their proposals. By contrast in the RFQ process, cost becomes a selection criterion only after proposers have been evaluated based on a review of their qualifications. RFQs are usually reserved for the selection of engineers, architects, or other highly specialized, technical service providers.

3. The purpose of these guidelines is to present ideas and material that are characteristic of well-prepared solicitations. The guidelines are not intended to provide total coverage of any topic. While the guidelines apply generally, exceptional circumstances may call for modifying or excluding one or more of the suggested provisions. In any case, the RFP or RFQ should be tailored to the job that needs to be done. The arrangement, adequacy, clarity, simplicity and appeal of the solicitation document shall remain the responsibility of the administering agency. To be most effective, a solicitation document should be clear and complete but avoid repetition, legalism or extraneous information. RFPs must be publicly advertised.
4. To obtain a copy of the most updated EWDD-issued Standard RFP Format document, please contact your program monitor.

§3 RECORDS AND AUDITS OF SUBCONTRACTS

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

§4 COST-PLUS-A-PERCENTAGE-OF-COST-SUBCONTRACTING

Under no circumstances shall the Contractor enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§5 RESTRICTION ON DISBURSEMENTS

No money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as described herein and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§6 PARTICIPATION OF SMALL, MINORITY, AND WOMEN'S BUSINESS

Under 2 CFR 200.321, and along with Executive Order Nos. 11625, 12432, and 12138, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

§7 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT

Contractor will require its subcontractors, if any, to include the language of Section 505.A.3 of this Agreement in any subcontract.

EWDD CONTRACT SUMMARY SHEET

To: The Office of the City Attorney, Room 920, CHE
 The Office of the City Clerk, Index Section, Room 395, CH
 The Office of Contract Compliance (OCC), Mail Stop #138, 1149 S. Broadway, 3rd fl.

From: Economic and Workforce Development Department
 Workforce Development System
 Contract Unit (213) 744-9001
 CU Analyst/Phone: Amelia Marucut (213) 744-7271

Contract No: (T6438)

Unit: ☐ POD-FS ☐ POD-ED ☐ POD-WFS ☐ PRE
☐ POD-Youth ☐ FAST ☐ Other:

Amendment No: N/A

Amendment Amount: n/a

Amendment Authority: ☐ Administrative Code 14.8
☐ WDB/LEO Authority

☐ Council Amendment

Contractor Name: Managed Career Solutions, SPC

Authorized by: WDB Actions

Term of Contract: April 1, 2018 to December 31, 2018

Date of Approval: April 23 & July 26, 2018

Funding Source: National DW Grant: \$1,125,000
 WIOA Dislocated Worker: \$
 WIOA Youth: \$

Total Amount: \$1,125,000

Project Title: 2017 California Wildfire

Line Item of Authority:
☐ Consolidated Plan, Year 44, ID:
☒ WDB Annual Plan, Year 19, Line #
☐ Other:

Operating Division Analyst-Phone: Ramon Sierra - 213.744.9344 M/S# 854

PURPOSE OF AGREEMENT/AMENDMENT: TO PROVIDE ELIGIBLE DISLOCATED WORKERS (DW) TEMPORARY JOBS ASSISTING WITH CLEAN-UP, RECOVERY, AND HUMANITARIAN EFFORTS IN AREAS IMPACTED BY THE CREEK AND LA TUNA WILDFIRES OF 2017.

Contractor Address:		3333 Wilshire Blvd., Suite 405, Los Angeles, CA 90010	
Contact/Title/Phone:		Philip Starr, Executive Director 213-355-5312 pstarr@mcscareergroup.com	
Contract/Amendment Number	Authority	Description	Dollar Amount
Original	WDB Actions		\$1,125,000
		TOTAL AMOUNT (requires Council Amend if over \$25,000 cumulative)	\$1,225,000