



PERSONAL SERVICES AGREEMENT

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND

HUNTERS POINT FAMILY

Project Title:

Bathroom Attendant and Monitoring Services at Automatic Public Toilet and
Mobile Pit Stop Program Locations

Contract No. C-130868

A PERSONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF LOS ANGELES AND HUNTERS POINT FAMILY

TO PROVIDE BATHROOM ATTENDANT AND MONITORING SERVICES AT
AUTOMATIC PUBLIC TOILET AND MOBILE PIT STOP PROGRAM LOCATIONS

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "City") and, HUNTERS POINT FAMILY, a community based California non-profit 501(c)(3) organization (hereinafter called "Contractor"), with reference to the following facts:

RECITALS

WHEREAS, the Los Angeles City Council (Council) approved a motion describing the potential spread of Hepatitis A Virus and public health risk associated with people who are forced to urinate and defecate in public places due to lack of access to restrooms (C.F. 17-1092);

WHEREAS, the City of San Francisco Public Works Department (SFPW) implemented a Pit Stop Program which successfully provided safe and clean public toilets, sinks, used needle receptacles, and dog waste stations in neighborhoods with a high population of individuals experiencing homelessness;

WHEREAS, the SFPW utilized a competitive selection process to hire the Hunters Point Family for implementation of the Pit Stop Program and hiring and training of bathroom attendants;

WHEREAS, the SFPW program and staffing of bathroom attendants significantly increased the utilization rate of public bathroom facilities;

WHEREAS, the Council and Mayor authorized the Board of Public Works to negotiate and execute contracts necessary to establish a six-month contract to provide bathroom attendants with the option to extend an additional six months (C.F. 17-1092);

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character; and

WHEREAS, the Board of Public Works is piggybacking off the competitive selection process completed by the SFPW to select Hunters Point Family to satisfy the requirements of Los Angeles City Charter Section 371;

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Hunters Point Family, a California non-profit 501(c)(3) corporation, having its principle office at 1800 Oakdale Avenue, San Francisco, CA 94124

§102 Representatives of the Parties and Service of Notices

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

i) The representative of the City shall be:

Raoul Mendoza Raoul.Mendoza@lacity.org
Assistant Executive Officer
Board of Public Works
200 N Spring St., Room 361
Los Angeles, CA 90012

ii) The representatives of the Contractor shall be:

Lena Miller (415) 822-8894
Executive Director of Development
Hunters Point Family
1800 Oakdale Avenue
San Francisco, CA 94124

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by electronic mail, registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor is or shall be an employee of the City by virtue of this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

I

TERM AND SERVICES TO BE PROVIDED

§201 Term and Time of Performance

- A. The term of this Agreement is for six months to commence from the date of full execution. Said term is subject to the termination provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required herein and a written Notice to Proceed.

§202 Extension of Contract Term

- A. The City reserves the option of extending the agreement by one (1) additional six-month term upon written authorization by the Board of Public Works Executive Officer. Any contract extension will be subject to the availability of funds and the City's determination that such extension is in the best interests of the City. City reserves the right to request additional as-needed services, subject to availability of funds, within the nature and scope of work of this engagement, including but not limited to, staffing of additional bathroom attendants.

§203 Services to be Provided by Contractor

- A. As requested in the Notice to Proceed issued in accordance with Section 205 by the City, the Contractor shall provide the following services:

- B. PROACTIVE MONITORING

Monitoring of eight (8) total locations, including five Mobile Pit Stop (Pit Stop) locations and three (3) JCDecaux Automated Public Toilet (APT) (jointly, "bathrooms") locations in Los Angeles to ensure the availability of safe and clean public restroom facilities. Proactive monitoring shall be provided by bathroom attendants or other designated staff representing the Contractor. Monitoring will include the following duties:

- i. Cleaning and daily set-up of the portable public restroom facilities at each of the five (5) Pit Stop locations and three (3) APT locations. Cleaning tasks are to be monitored using the attached "Task and Cleaning Supplies List" Form (Attachment B);
- ii. Ensure safe usage of the each bathroom by members of the public;

- iii. Enforce courtesy rules and report any damage or misuse of the bathrooms to the City;
- iv. Secure bathrooms in the event that it becomes unusable due to damage or vandalism;
- v. Clean the sidewalks, curbs, and other areas immediate to the bathrooms;
- vi. Manage the collection of waste (needles, trash, and hazardous waste) in designated City-provided receptacles at all eight (8) locations; and,
- vii. Monitors to serve as an "Ambassador" and assist the needs of the General Public, such as, but not limited to, answering questions, providing directions, etc. in a respectful and professional manner.

Unless specified otherwise by the City, monitoring will be twelve (12) hours per day, and seven (7) days a week for each of the portable Pit Stop locations and a minimum of twelve (12) hours per day, and seven (7) days a week for each of the APT (JCDecaux) locations, with specific hours subject to the sole discretion of the City.

C. TRAINING

Prior to deployment, each bathroom attendant will be required to undergo trauma informed, de-escalation training prior to the starting of their position. Contractor will provide this training. Each bathroom attendant will also be required to undergo training on handling of SHARPS and other hazardous materials waste.

D. MONTHLY REPORTING

For the duration of the contract, Contractor will provide monthly reporting of data on each Pit Stop and APT location, including usage rates and demographic information, as well as on the volume of the specific waste types collected around the bathroom locations on the template provided in Attachment C. Monthly reporting will serve to track usage rates and monitor the success of the pilot program.

E. OUTREACH

Contractor will coordinate outreach efforts and be available to schedule outreach meetings in collaboration with each Council District Office to inform members of the local community where a Pit Stop or APT is located. Meetings should include, but not be limited to Los Angeles Police Department Officers, neighborhood services, local businesses, and other interested neighborhood residents.

F. OPERATING HOURS AND LOCATIONS

Below is the list of locations identified by the City. However, the City may elect to

change these locations based on usage rates, safety, feasibility, and various other factors. At least one attendant will be on site at each location during hours of operation, and at least two at the Venice location. Due to the 12 hour daily operation, this may require staffing more than one individual per location.

Location	Type of Facility	Hours of Operation	Minimum # of Staff during Hours of Operation	Days of Service
38 th and Hill (CD9)	Pit Stop	12 hours a day	1	Sunday-Saturday
17 th St., West of Griffith (CD14)	Pit Stop	12 hours a day	1	Sunday-Saturday
Quay Avenue, between C and Harry Bridges Blvd. (CD15)	Pit Stop	12 hours a day	1	Sunday-Saturday
1 Rose Avenue (CD11)	Pit Stop	12 hours a day (overnight service)	2	Sunday-Saturday
Near 438 North Alvarado (CD13)	Pit Stop	12 hours a day	1	Sunday-Saturday
819 East 6 th Street	APT	12 hours a day	1	Sunday-Saturday
444 South Los Angeles Street	APT	12 hours a day	1	Sunday-Saturday
1099 North Vermont Street	APT	12 hours a day	1	Sunday-Saturday

G. OPTION FOR ADDITIONAL ATTENDANTS

During the course of the Bathroom Attendant program, the City will continue to evaluate the proposed bathroom attendant staffing levels based on safety, volume of workload, and other factors at each location, and the City may determine that additional bathroom attendants are necessary beyond the attendants listed in Subsection (F) above. The City reserves the option, at its sole discretion, of requiring the Contractor to provide additional bathroom attendants. This option takes effect upon written authorization by the Board of Public Works Executive Officer. Exercising this option is subject to the availability of funds and the City's determination that such extension is in the best interests of the City.

§204 Services to be Provided by City

- A. To support the Contractor in successfully managing the Bathroom Attendant Program, the City will provide:
 - i) Portable Restroom Facilities – The City will provide portable restroom facilities at each of the listed locations, including separate receptacles for needles, trash, and hazardous waste, to be used for this Program.
 - ii) Disposal Services – The City will provide disposal services for the collection of waste accumulated in the receptacles for needles, trash, and hazardous waste.
 - iii) Transportation – The City will transport the portable restroom facilities to and from the designated locations daily.

iv) Permits – The City will provide the street space occupancy permits for parking the portable restroom facilities on the street.

v) Parking – The City will transport the portable restroom facilities to the designated holding area during operating hours.

vi) Maintenance – The City will perform maintenance services needed to repair/replace nonfunctioning or damaged components of the portable restroom facilities.

§205 Issuance of Notice to Proceed

- A. The City will issue a Notice to Proceed to commence work on the scope of work described above.
- B. Notice to Proceed will authorize the Contractor to begin work and specify a “not to exceed” compensation amount. The Contractor shall complete the work within the “not to exceed” amount unless changes to the Notice to Proceed are made by the City. Any change to the Notice to Proceed must be requested in writing and approved by the City in writing. The Contractor shall not proceed with any work until a Notice to Proceed is issued.
- C. Actual locations and any subsequent changes in location for the bathroom facilities will be specified in the Notice to Proceed.

II **PAYMENT**

§301 Compensation and Method of Payment

- A. The Notice to Proceed Letter from the City shall serve as authorization to proceed with the scope of work as requested by City to Contractor at particular locations. Notice to Proceed(s) will be awarded based on the service needs of the City as per the guidelines in Section 205. No guarantee is made that more than one Notice to Proceed will be issued against this Agreement.
- B. Contractor will invoice the City for work performed in accordance with the contract. This is a “Fee For Service” contract. Compensation for complete and satisfactory performance of the terms of this Agreement shall not to exceed \$942,000. The foregoing amount represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- C. Contractor shall submit monthly invoices at each month end for services. Contractor shall upon request by the City supply all satisfactory backup documentation for each invoice. Satisfactory backup documentation includes, but is not limited to: payroll information, Task and Cleaning Supplies List (Attachment

B), and Monthly Reporting on usage rates and collection of waste (Attachment C), and other reporting requirements as deemed necessary by the City.

D. Each monthly invoice shall:

1. Be submitted on the Contractor's letterhead.
2. Upon request by the City, include separate backup documentation (electronic form preferred) with the name, hours, rate of pay for all personnel to be paid through this contract.
3. Include supporting documentation for any pre-approved purchases of equipment or supplies.

E. Contractor payments shall be made upon the submission and approval of each invoice by the City representative.

F. Such funds shall be allocated from the Board of Public Works, Contractual Services Account. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement.

G. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under Penalty of Perjury that the information submitted is true and correct.

H. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

I. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

J. The Contractor shall maintain records of every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, payrolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, overhead expenses, and any other official documents pertinent to the expenditures. Such records shall be maintained in a file and made available for periodic review by authorized representatives of the City.

K. Contractor shall maintain the account and records for work done under this agreement separate from all work performed under other contracts that the Contractor may have. The City will not make duplicate payments for the same work.

- L. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.
- M. It is understood that the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any of the extension options, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

§302 Advance Payment

- A. Contractor may request an advance payment to cover start-up costs or other costs deemed appropriate by the City. Requests for advance payments must be in writing, include justification and be approved by the City. The advance payment will be reconciled with actual charges on or by the end of the month two services or invoice 3, whichever comes first. Any amount not covered in the advance will be added to invoice 3. If an overpayment is made in the advance, it will result in a deduction to invoice 3.

§303 Modifications, Termination, and Extension

- A. The dollar amount set forth above is subject to change and may be reduced or increased by an amendment to this Agreement. 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 the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment.
- B. The authority of the City's representative shall extend to authorizing modifications to this Agreement as are mutually agreed upon in writing subject to the limitations imposed by the City's policy that a modification of a personal services contract which substantially alters the obligation of the City or changes the purpose or nature of Contractor performance, must be approved in the same manner as the original contract.
- C. Modifications in cost or scope of work for each task may not be made except by mutual agreement of the City and Contractor as monthly work status reports are presented and discussed.
- D. The City reserves the right to terminate this Agreement by providing the Contractor written notice within 60 days. Work authorized shall continue unless mutually agreed to by Parties. Nothing herein shall require or obligate the City to extend this Agreement.

§304 Withheld Payments

- A. 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 the 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.

§305 Reversion of Assets

- A. Should this contract be terminated by the City prior to its term, the monies due to Contractor shall be accrued as of the last monthly invoice updated to include work in progress that cannot be immediately terminated and only such work shall be performed upon notice of termination. However, no payment shall be made for work performed two (2) weeks after the City has formally advised Contractor to terminate the contract.

III

CONFIDENTIALITY

- A. All documents, records and information provided by City to Contractor shall remain the property of the City and are confidential. Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, unless required by law. Contractor agrees that all documents or other information used or reviewed in connection with Contractor's work for the City shall be used only for the purpose of carrying out City business and cannot be used for any other purpose until such time as the City authorizes its release or it is released as a public document.
- B. Any reports, findings, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in the Agreement or as provided for by law.
- C. The provisions of this Section survive termination of this Agreement.

IV

ENTIRE AGREEMENT

- A. This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes eleven (11) pages and three (3) Attachments (No. A, B, and C), which constitute the entire understanding and agreement of the parties.
- B. The Contractor agrees to comply with the Standard Provisions for City Personal Services Contracts, revised October 2017 ("Standard Provisions"), which are

attached hereto as Attachment A and made a part hereof. The order of precedence for interpretative purposes shall be (a) any particular Notice to Proceed; (b) this Agreement; and (c) the Standard Provisions.

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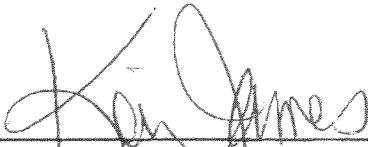
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IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS

HUNTERS POINT FAMILY

By 
Kevin James, President
Board of Public Works

By 
Lena Miller, Executive Director of
Development

Date: 2-21-2018

Date: 2-21-18

APPROVED AS TO FORM

ATTESTED

Mike N. Feuer, City Attorney

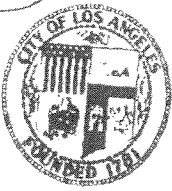
Holly L. Wolcott, City Clerk

By 
Edward Jordan, Asst. City Attorney

By 

Date: 2-21-2018

Date: 2-21-18



City Business Tax Registration Certificate Number: 0003031489

Internal Revenue Service ID Number: _____

Contract No.: C-130868