

0150-10548-0002

**TRANSMITTAL**

TO The Council	DATE 1/3/19	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT --	

**Second Amendment to Contract No. C-127304 with Emergency Response Crime Scene  
Cleaning for Emergency Crime Scene Cleanup Services for the Los Angeles Police  
Department**

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act,  
otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).  
See the attached City Administrative Officer report.



(Ana Guerrero) for

MAYOR

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 12-17-18	C.D. No. —	CAO File No.: 0150-10548-0002
Contracting Department/Bureau: Police Department		Contact: Nancy Cammarata, (213) 486-0378	
Reference: Board of Police Commissioners Transmittal dated October 30, 2018; Supplemental information received December 6, 2018.			
Purpose of Contract: To provide emergency crime scene cleanup services			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-127304		Contract Term Dates: March 29, 2019 through March 28, 2021	
Contract/Amendment Amount: \$1,200,000			
Proposed amount \$1,200,000 + Prior award(s) \$879,687 = Total \$2,079,687			
Source of funds: General Fund			
Name of Contractor: Emergency Response Crime Scene Cleaning			
Address: 220 Kruse Avenue, Monrovia, CA 91016			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
Contractor has complied with:		Yes	No
8. Business Inclusion Program		X	
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Slavery & Border Wall Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010		X	

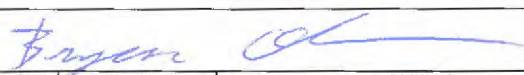
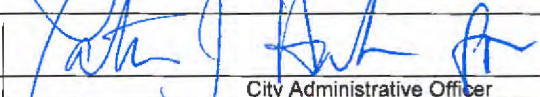
**RECOMMENDATION**

That the City Council, subject to the approval of the Mayor, authorize the Chief of Police, or his designee, to negotiate and execute the Second Amendment to a professional services agreement between the Los Angeles Police Department and Emergency Response Crime Scene Cleaning for emergency crime scene cleanup services effective March 29, 2019 through March 28, 2021, subject to the review and approval of the City Attorney as to form.

**SUMMARY**

The Los Angeles Police Department (LAPD) requests authority to execute the Second Amendment with Emergency Response Crime Scene Cleaning (Contractor) for emergency crime scene cleanup services for a term effective March 29, 2019 through June 28, 2021. The term of the initial contract began on March 29, 2016 and is set to expire on March 28, 2019 in accordance with the First Amendment.

The Contractor was selected through a Request for Proposals (RFP) process that was conducted during February, 2015. The Board of Police Commissioners subsequently approved and authorized the LAPD to negotiate an Agreement with the Contractor on July 21, 2015. The LAPD has partnered with the Contractor for emergency crime scene cleanup services for the past 18 years and the Contractor

 BYO Analyst	04190064	 City Administrative Officer
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will continue to provide emergency crime scene cleanup services at the scene of homicides and traffic collisions on City streets, sidewalks, parkways, and City-owned property. The Contractor will be available to respond to service requests within one hour on a 24/7, 365-day per year basis. Services will include, but are not limited to, cleaning up blood or human waste on City streets and properties; cleaning up biological and automotive fluids resulting from traffic collisions; cleaning and disinfecting police vehicles and jail facilities; venting and decontaminating tear gas residue from City property; cleaning up sewage spills; decontaminating and sanitizing evidence rooms and drying units at police facilities; transporting and disposing of medical waste; and, cleaning up and decontaminating crime scenes and other affected areas. The Contractor will be required to possess the necessary permits required to clean, recover, transport, and dispose hazardous materials. The First Amendment was necessary to expand the scope of services provided on the initial contract to include cleaning up, decontaminating, and disinfecting crime scenes, other affected areas in City-involved incidents, and all City equipment.

The LAPD reports that \$879,687 has been expended in the first three years of the contract and that \$1,200,000 will be utilized for the term of the Second Amendment. The fee schedule for services provided will remain unchanged and can be found on pages 5-6 of the original contract document. In accordance with Los Angeles Administrative Code Section 10.5, Council approval of the Second Amendment is required because there was no new competitive process, the term of the initial contract and amendments exceed three years, and it is estimated that the annual payments under the Second Amendment will exceed \$154,925, the adjusted contract exemption limit for Fiscal Year 2018-19.

A Charter Section 1022 Determination was previously conducted by the Personnel Department. The Personnel Department concluded that City employees do not have the expertise, required training, or qualifications to clean biological or hazardous materials while preserving evidence at crime scenes.

## **FISCAL IMPACT STATEMENT**

There is no additional impact to the General Fund as a result of the recommendation in this report. Funding has already been provided and is available in the Department's Contractual Services account. Approval of this contract complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

*RHL:BYO:04190064*

Attachment

# LOS ANGELES POLICE COMMISSION

Attachment

## BOARD OF POLICE COMMISSIONERS

STEVE SOBOROFF  
PRESIDENT

VACANT  
VICE PRESIDENT

DALE BONNER  
EILEEN M. DECKER  
SANDRA FIGUEROA-VILLA  
SHANE MURPHY GOLDSMITH

MARIA SILVA  
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI  
MAYOR

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

MARK P. SMITH  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 238-1400 PHONE  
(213) 238-1410 FAX  
(213) 238-1440 TDD

October 30, 2018

BPC #18-0346

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: REQUEST FOR APPROVAL OF SECOND AMENDMENT BETWEEN THE CITY OF  
LOS ANGELES AND EMERGENCY RESPONSE CRIME SCENE CLEANING FOR  
EMERGENCY CRIME SCENE CLEANUP SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, October 30, 2018, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in cursive script, appearing to read "Maria Silva".

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

BPC # 18-0346 Attachment

52

October 24, 2018  
3.5

RECEIVED

OCT 24 2018

REVIEWED

POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

*Richard M. Tefank*  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR  
10/24/18  
DATE

SUBJECT: REQUEST FOR APPROVAL OF SECOND AMENDMENT BETWEEN THE CITY OF LOS ANGELES AND EMERGENCY RESPONSE CRIME SCENE CLEANING FOR EMERGENCY CRIME SCENE CLEANUP SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Second Amendment with Emergency Response Crime Scene Cleaning (Contractor).
2. That the Board TRANSMIT the Amendment to the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Amendment upon Mayoral approval.

DISCUSSION

The Contractor's current three-year agreement with the City of Los Angeles (Contract No. C-127304) will expire on March 28, 2019. Because of their satisfactory performance, the LAPD wishes to continue utilizing the Contractor's services. The Second Amendment extends the term of the original agreement an additional two years from March 29, 2019 to March 28, 2021.

If you have any questions, please contact Nancy Cammarata, Senior Management Analyst II, Contracts Section, Fiscal Operations Division, at (213) 486-0378.

Respectfully,

*Michel R. Moore*  
MICHEL R. MOORE  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS  
Approved *October 30 2018*  
Secretary *Maria Clara*

Attachment



INTRADEPARTMENTAL CORRESPONDENCE

Attachment

October 5, 2018

3.5

**TO:** Chief of Police

**FROM:** Commanding Officer, Fiscal Operations Division

**SUBJECT:** REQUEST FOR APPROVAL OF SECOND AMENDMENT BETWEEN THE CITY OF LOS ANGELES AND EMERGENCY RESPONSE CRIME SCENE CLEANING FOR EMERGENCY CRIME SCENE CLEANUP SERVICES

It is requested that the Chief of Police review, approve, and transmit to the Board of Police Commissioners the attached Second Amendment between the Los Angeles Police Department (LAPD) and Emergency Response Crime Scene Cleaning (Contractor) for Emergency Crime Scene Cleanup Services. The Office of the City Attorney has reviewed and approved the Second Amendment as to form.

The Contractor's current three-year agreement with the City of Los Angeles (Contract No. C-127304) will expire on March 28, 2019. Because of their satisfactory performance, the LAPD wishes to continue utilizing the Contractor's services. The Second Amendment extends the term of the original agreement an additional two years from March 29, 2019 to March 28, 2021.

If you have any questions, please contact Nancy Cammarata, Senior Management Analyst II, Contracts Section, Fiscal Operations Division, at (213) 486-0378.



ANNEMARIE SAUER, Police Administrator II  
Commanding Officer  
Fiscal Operations Division

Attachment

**SECOND AMENDMENT TO AGREEMENT NUMBER C-127304  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
EMERGENCY RESPONSE CRIME SCENE CLEANING  
FOR EMERGENCY CRIME SCENE CLEANUP SERVICES**

This **SECOND AMENDMENT** ("Second Amendment") to Los Angeles City Contract No. C-127304 ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Department") and Emergency Response Crime Scene Cleaning, a California corporation (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, on March 29, 2016, the LAPD and Contractor entered into an Agreement to provide the LAPD with emergency crime scene cleanup services involving cleaning, collection and disposal of numerous types of hazardous materials; and

**WHEREAS**, the Original Agreement was for three (3) years and expires on March 28, 2019; and

**WHEREAS**, Section 9.0 of the Agreement provides for amendments to the Agreement; and

**WHEREAS**, the First Amendment amended the Agreement to add services in Section 3.0 of the Agreement entitled "Services to Be Provided"; and

**WHEREAS**, the City and the Contractor are desirous of amending the Agreement to extend the contract for two additional years commencing on March 29, 2019 and expiring on March 28, 2021; and

**WHEREAS**, the Standard Provisions for City Contracts (rev. 03/09), attached thereto and incorporated therein as Attachment C to the Agreement has been superseded by the Standard Provisions for City Contracts (rev.10/17) [v3]; and

**WHEREAS**, the Contractor is willing to perform the work under the terms and conditions of the Agreement, as amended; and

**WHEREAS**, this Second Amendment is necessary and proper to continue the activities authorized under the Agreement, as amended,



**NOW THEREFORE**, the City and the Contractor hereby agree that the Agreement be amended as follows:

**1. Extension of the Term of the Original Agreement**

City and Contractor hereby agree that the term of the Agreement as set forth in Section 2.0 of the Agreement entitled, "Term of the Agreement" is hereby extended for an additional two-year period, beginning March 29, 2019 through March 28, 2021, unless terminated as provided in Section 7.0, Termination, of the Agreement.

**2. Attachment C of the original Agreement, Standard Provisions for City Contracts (rev. 03/09) is hereby amended in its entirety and restated as set forth in Attachment 1 of this Second Amendment, Standard Provisions for City Contracts (rev.10/17) [v3], which is attached hereto.**

**Ratification.** Due to the need for the Contractor's services to be provided continuously, the Contractor may have provided services prior to the execution of this Second Amendment. To the extent that said services were performed in accordance with the terms and conditions of the Agreement, the First and Second Amendments, those services are hereby ratified.

**Order of Precedence of Documents.** This Second Amendment is intended to extend the term of the original Agreement. In the event of an inconsistency between any of the provisions of this Third Amendment to Contract No. C-127304, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

1. Second Amendment
2. First Amendment
3. Contract No. C127304
4. Standard Provisions for City Contracts (rev.10/17) [v3]

Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

This Second Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Second Amendment consists of three (3) pages and one (1) Attachment, which constitute the entire understanding and agreement of the parties.

**[Signature page follows]**




IN WITNESS THEREOF, the parties hereto have caused this Second Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

EMERGENCY RESPONSE CRIME  
SCENE CLEANING

By: \_\_\_\_\_  
MICHEL R. MOORE  
Chief of Police

By:   
BEN MIHAM  
President

Date: \_\_\_\_\_


Date: 9-26-18

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2<sup>nd</sup> Corporate Officer)

By: \_\_\_\_\_  
DANIEL KREINBRING  
Deputy City Attorney

By:   
MICHELLE MIHAM  
Vice President

Date: \_\_\_\_\_

Date: 9-26-18

(Contractor's Corporate Seal or Notary)

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

City Business License Number: 0002563012-0001-8

Internal Revenue Service ID Number: 22-3880744

Agreement Number C-127304-2

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**ATTACHMENT 1**

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

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# STANDARD PROVISIONS FOR CITY CONTRACTS

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## 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 1192.7, 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 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 1 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](http://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](http://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.

**Required Insurance and Minimum Limits**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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****Workers' Compensation (WC) and Employer's Liability (EL)****WC Statutory****EL**☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**General Liability**☐ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐**Pollution Liability**☐**Surety Bonds - Performance and Payment (Labor and Materials) Bonds****Crime Insurance**

Other: \_\_\_\_\_



## CONTRACT SUMMARY SHEET

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

DATE: 3/29/16

FROM (DEPARTMENT): Police

CONTACT PERSON: Nancy Cammarata PHONE: (213) 486-0378

CONTRACT NO.: C-127304

COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_

APPROVED BY BPW: n/a  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

- ☒ NEW CONTRACT  
☐ AMENDMENT NO. \_\_\_\_\_  
☐ ADDENDUM NO. \_\_\_\_\_  
☐ SUPPLEMENTAL NO. \_\_\_\_\_  
☐ CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR NAME: Emergency Response Crime Scene Cleaning

TERM OF CONTRACT: March 29, 2016 THROUGH: March 28, 2019

TOTAL AMOUNT: Based on Fees included in Section 4.0 of Agreement

PURPOSE OF CONTRACT:

Emergency Crime Scene Cleanup Services for the LAPD.

PROFESSIONAL SERVICES AGREEMENT

Contractor: EMERGENCY RESPONSE CRIME SCENE CLEANING

Regarding: EMERGENCY CRIME SCENE CLEANUP SERVICES  
FOR THE LOS ANGELES POLICE DEPARTMENT

Agreement Number C-127304



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### **ATTACHMENTS:**

**ATTACHMENT A – List of Key Contractor Personnel**

**ATTACHMENT B – Confidentiality Agreement**

**ATTACHMENT C – Standard Provisions for City Contracts (Rev. 3/09)**

**AGREEMENT NUMBER C-127304**  
**BETWEEN THE CITY OF LOS ANGELES**  
**AND**  
**EMERGENCY RESPONSE CRIME SCENE CLEANING**  
**FOR EMERGENCY CRIME SCENE CLEANUP SERVICES**

**RECITALS**

**THIS AGREEMENT** is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and Emergency Response Crime Scene Cleaning, (a California Corporation,) a Division of Mihm, Inc. (hereinafter referred to as the "Contractor").

**WHEREAS**, the City desires to enter into an agreement with a contractor with the appropriate experience and expertise to provide the LAPD with emergency crime scene cleanup services involving cleaning, collection and disposal of numerous types of hazardous materials; and

**WHEREAS**, on February 2015, the City released a Request for Proposals (RFP) (RFP No. 14-300-002) in order to secure the services to perform emergency crime scene cleanup services; and

**WHEREAS**, the Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City; and

**WHEREAS**, the Board of Police Commissioners approved, on July 21, 2015, the recommendation by staff of the selection of Contractor and authorized LAPD to negotiate an Agreement with the Contractor; and

**WHEREAS**, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the services as described herein for consideration and upon the terms and conditions as hereinafter provided, and

**WHEREAS**, the services to be provided by the Contractor are of a professional and technical nature and can be performed more feasibly by the Contractor than by City employees; and

**WHEREAS**, the services to be performed by the Contractor are the Contractor's competency; and



**WHEREAS**, the Contractor has been delivering excellent service to the LAPD for the past fifteen years and has the most substantial exposure to and experience in law enforcement; and

**NOW THEREFORE**, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

## **1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **1.1 Parties to the Agreement**

The parties to this Agreement are:

- a. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.
- b. Contractor – Emergency Response Crime Scene Cleaning, a California corporation, having its principal office at 220 Kruse Avenue, Monrovia, CA 91016.

### **1.2 Representatives of the Parties**

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

- a. The City's representative is, unless otherwise stated in the Agreement:

Charlie Beck  
Chief of Police  
Los Angeles Police Department  
100 West First Street, Tenth Floor  
Los Angeles, California 90012

With copies to:

Commanding Officer  
Detectives Bureau  
Los Angeles Police Department  
100 West First Street, 6<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 486-7000 Phone Number  
(213) 486-7030 Facsimile Number

- b. The Contractor's representative is, unless otherwise stated in the Agreement:

Ben Mihm, President  
220 Kruse Avenue  
Monrovia, CA 91016  
(866-305-9001 Phone Number  
(626) 305-4001 Facsimile Number

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

## **2.0 TERM OF AGREEMENT**

The term of this Agreement will commence upon execution by all parties and will terminate three years thereafter unless terminated as provided in Section 8.0 on Termination.

Performance will not begin until the Contractor has obtained approval of insurance and have an approved contract with the City as required herein.

## **3.0 SERVICES TO BE PROVIDED**

- 3.1 During the term of this Agreement, Contractor shall provide a 24 hours/7 days a week, emergency response call out for all blood/biological spills within the City of Los Angeles. Services may be required for both Police and Fire and response time will be within one (1) hour of call out.

Contractor shall provide the services and implement the tasks identified herein.

- 3.1.1 Clean up blood and/or other human waste on City streets and City owned Properties.
- 3.1.2 Clean up automotive and biological fluids resulting from traffic collisions including, but not limited to anti-freeze, oil, gasoline, and blood.



- 3.1.3 Clean and disinfect police vehicles and jail facilities that have been contaminated with blood and/or other human waste, such as urine, vomit, and feces.
- 3.1.4 Vent and decontaminate tear gas residue from City owned property.
- 3.1.5 Clean up surfaces that have been chemically treated with luminol, amido black, cyanoacrylate, ninhydrin and other re-agents used to develop or enhance biological material.
- 3.1.6 Clean up floor or sewage spills on public property.
- 3.1.7 Decontaminate and sanitize evidence rooms and drying units at police facilities.
- 3.1.8 Transport and dispose of medical waste.
- 3.1.9 Clean up, decontaminate and disinfect crime scenes and other affected areas in order to prevent spread of communicable and emerging infectious and zoonotic diseases.
- 3.2 The contractor has all the necessary permits to clean, recover, transport, and dispose of hazardous materials.
- 3.3 The Contractor will provide the following:
  - 3.3.1 Vehicles
    - a. All emergency vehicles are equipped with emergency lighting to protect while blocking traffic. (Yellow flashing lights, caution tape and red flares).
    - b. All vehicles have emergency lighting to light areas during darkness. These lights also assist law enforcement during investigation if requested.
    - c. All vehicles have power generators to provide added electricity if required.
    - d. Two specialized vacuum trucks specifically designed to wash roadways and concrete surfaces will be provided. The system quickly recovers blood, small fuel and oils from the road surface leaving surface totally clean.
    - e. If needed for evidence recovery, the vacuum trucks can vacuum heavy amounts of blood and the filtration system is designed to catch items down to 1/8<sup>th</sup> of an inch in size. The items can then be easily recovered by the investigators.
  - 3.3.2 Specialized Equipment
    - a. Heavy Exhaust Equipment for Tear-Gassed Residence – Contractor can respond to heavily gassed homes and install venting fans, and hepa filter air scrubbers. This greatly reduces

the amount of gas inside the residence and makes it more comfortable for investigators to complete the investigation.

b. Flood or Water Evacuation Equipment –

Contractor has the ability to vacuum or pump out water that may be contaminating a scene.

c. Bio-Waste Collection and Disposal –

Contractor has the ability and expertise in collection of medical waste. These items include blood or blood-soaked items, sharps or needles, pharmaceutical waste such as pills or medications, chemo waste, and pathology waste. These are often left at scenes or discarded in the city streets.

**3.3.3 Technicians**

- a. All technicians are trained in proper police procedures that cover being on scene of an active case, evidence protection and notification, as well as the proper protocol in dealing with the victims.
- b. All technicians are trained in blood-borne pathogen protection and the handling of hazardous wastes.

**4.0 COMPENSATION AND METHOD OF PAYMENT**

**4.1 Compensation**

The City shall pay the Contractor for satisfactory services provided under this Agreement, in accordance with the rates specified in the Contractor's Proposal and listed below.

**4.1.1 Biological Cleaning Fees**

- a. Police vehicle cleaning (Normal spill) - Flat rate \$250.00; Large spill price is based on non-emergent situation.
- b. Jail Facility Cleanup – (Normal spill) - Flat rate \$350.00. Note – price is based on non-emergent situation.
- c. Station Cleaning – Blood, vomit, infectious disease contamination, i.e., Scabies, MRSA, Hepatitis, etc. – \$650.00 per call out; 2-man response price is for 2 hours of cleaning and decontamination. If the work requires more time, a rate of \$135.00 per hour will be charged.
- d. Emergency call out rate – Biological cleanups (shootings, car accidents, suicides, jail cells, and police vehicles) – \$650 per call out, 24 hour service.



**\*Standby - \$75/hour when called to an incident and asked to standby excessively (in excess of one hour) before being allowed to begin work.**

#### **4.1.2 Biological Transportation and Disposal Fees**

**The Contractor is a licensed medical waste transportation company and will package and dispose of all collected biological materials. They will also pick up and dispose of all medical waste accumulated by the Department including all sharps, blood/urine samples, pathological waste, and pharmaceutical waste.**

- a. One (1) 44-gallon barrel maximum weight 35 pounds = \$125.00**
- b. Pathological waste and pharmaceutical waste = \$3.00 per pound.**

#### **4.1.3 Disposal Fees for Oil and Fuel Generated from Traffic Related Scenes**

**The Contractor is a licensed hazardous waste hauler and is registered by the Department of Toxic Substance Control to haul and handle oil/fuel contaminated debris.**

- a. Oily debris, such as Absorbents – sand, kitty litter, cardboard, paper, plastic, rags, etc. contaminated with oil, antifreeze, grease, and diesel.**
  - 55-gallon drum = \$220.00**
  - 30-gallon drum = \$195.00**
  - 15-gallon drum = \$165.00**
- b. Flammable Debris, Absorbents – sand, kitty litter, cardboard, paper, plastic rags, etc. contaminated with gasoline.**
  - 55-gallon drum = \$550.00**
  - 30-gallon drum = \$450.00**
  - 15-gallon drum = \$325.00**
  - 5-gallon drum = \$175.00**
- c. Contaminated Rinsate – Rinse water from wash down and/or pressure washer clean-up contaminated with oil, grease, anti-freeze, or diesel fuel.**

**The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City therefore, the Contractor is not entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits.**

## **4.2 Method of Payment**

### **4.2.1 Invoices**

The City shall pay the Contractor in accordance with the Cost Breakdown in Section 3.0 above and the other conditions and provisions of this Section after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in the contract, specific supporting documentation shall be submitted with invoices.

#### ***Billing and Invoicing Requirements***

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- a. Name and address of contractor
- b. Name and address of City department being billed
- c. Date of invoice
- d. Invoice Number
- e. Contract number
- f. Date and description of completed task/s and amounts due
- g. Total amount payable

### **4.2.2 General Requirements for Invoices**

Invoices will be sent to:

Commanding Officer  
Detectives Bureau  
Los Angeles Police Department  
100 West First Street, Suite 636  
Los Angeles, California 90012

## **5.0 PERSONNEL**

### **5.1 Key Personnel**

#### **5.1.1 Primary Contact**

Contractor shall assign a primary contact with full authority to administer the Agreement for Contractor and with relevant experience in successfully planning and conducting crime scene cleanups.



**5.1.2 Staff Size**

The size of the staff employed by the Contractor in the performance of the Services must be kept consistent with Section 3.0, Services to be provided.

**5.1.3 Identification of Key Personnel**

Key Contractor personnel to be assigned to this Agreement are identified in Attachment A, List of Key Contractor Personnel. Key Contractor personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

**5.1.4** The City considers the services of Contractor's Key Personnel listed in Attachment A, List of Key Contractor Personnel, essential to Contractor's performance under this Agreement. Contractor shall not reassign any key personnel without City's prior written consent. City shall have the right to approve or disapprove the reassignment of Contractor key personnel listed in Attachment B for any reason at its sole discretion. Notwithstanding the above, the City's consent for removal/reassignment of Contractor's Key Personnel shall not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

**5.2 Changes in Key Personnel**

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

**6.0 DISPUTES**

Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

## **7.0 TERMINATION**

### **7.1 Termination for Convenience**

City may terminate this Agreement for City's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said 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. City shall pay Contractor its reasonable and necessary costs through the effective date of termination and those reasonable costs incurred by Contractor to effect such termination. Thereafter, Contractor shall have no further claims against City under this Agreement.

### **7.2 Termination for Cause**

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.1.

### **7.3 Notices of Suspension or Termination**

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



## **8.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS**

### **8.1 Confidentiality and Restrictions on Disclosure**

- 8.1.1 All documents, records, and information provided by the City to the Contractor, or accessed or viewed by the Contractor, during performance of this Agreement will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or viewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or viewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- 8.1.2 The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or viewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- 8.1.3 The Contractor will store and process Confidential Information in a secure electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- 8.1.4 The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The

Contractor will not make or retain copies of any such information, materials, or documents.

8.1.5 Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.

8.1.6 The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information. The Confidentiality Agreement is attached hereto as Attachment B and incorporated herein by reference.

## **8.2 Background Checks**

To the extent permitted by applicable law, the City may conduct reference checks on the Contractor, its employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct reference checks. The City may request changes to Contractor personnel pursuant to Section 5.2 of this Agreement in response to reference check information, which the Contractor will accommodate.

## **8.3 Survival of Provisions**

The provisions of this Section will survive termination of this Agreement.

## **9.0 AMENDMENTS**

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



## **10.0 STANDARD PROVISIONS**

The Contractor must comply with the requirements of the *Standard Provisions for City Contracts (Rev. 3/09)*, attached hereto as Attachment C and incorporated herein by reference.

### **10.1 Insurance**

The Contractor must access insurance information on the Internet through the City Administrative Officer (CAO) Risk Management website. For information, go to:

[http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf)

Through the TRACK4LA system, a broker can have insurance approval within 24 hours.

### **10.2 Business Tax Registration Certificate**

The Contractor will obtain and keep current a Business Tax Registration Certificate Number and all such certificates required of it and will not allow any such certificate(s) to be revoked or suspended while any contract is in effect.

For compliance details, contact the Office of Finance, Tax and Permit Division at (213) 473-5901 or write to:

Office of Finance, Tax and Permit Division  
200 North Spring Street  
Room 101  
Los Angeles, CA 90012

Contractors also may apply online:

<http://finance.lacity.org/form/taxregistrationv4.pdf>

## **11.0 ENTIRE AGREEMENT**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement of conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

*[Signature page follows.]*

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

By:   
**CHARLIE BECK**  
 Chief of Police

Date: 3-23-16

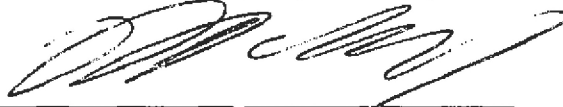
**EMERGENCY RESPONSE CRIME  
SCENE CLEANING**

By:   
**BEN MIHAM**  
 President

Date: 9/28/15

**APPROVED AS TO FORM:**

**MICHAEL N. FEUER, City Attorney**

By:   
**DANIEL KREINBRING**  
 Deputy City Attorney

Date: 3/29/16

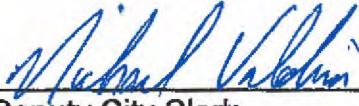
**(2<sup>nd</sup> Corporate Officer)**

By:   
**MICHELLE MIHAM**  
 Vice President

Date: 9/28/15

**ATTEST:**

**HOLLY L. WOLCOTT, City Clerk**

By:   
**Deputy City Clerk**

Date: 3/29/16

City Business License Number: ~~40002142804~~ 0002563012-0001-8

Internal Revenue Service Taxpayer Identification Number: 22-3890744

Agreement Number: C-127304





**ATTACHMENT A**  
**LIST OF KEY CONTRACTOR PERSONNEL**

## **KEY CONTRACTOR PERSONNEL**

### **1. Ben Mihm - Project Manager with full authority to administer the contract.**

Services to be performed:

- Administrative contact
- Drive service vehicle
- Create and complete service documents
- Operate machinery on service vehicle
- Oversee and perform cleanup operation
  - Collection
  - Packaging
  - Transportation
  - Disposal

Experience: 17 years with Emergency Response as owner/founder.

### **2. Rod Brown – Supervising Technician**

Services to be performed:

- Drive service vehicle
- Create and complete service documents
- Operate machinery on service vehicle
- Oversee and perform cleanup operation
  - Collection
  - Packaging
  - Transportation
  - Disposal

Experience: 12 years with Emergency Respo0nse as full-time service technician

### **3. Bill Sullivan – Supervising Technician**

Services to be performed:

- Drive service vehicle
- Create and complete service documents
- Operate machinery on service vehicle
- Oversee and perform cleanup operation
  - Collection
  - Packaging

- Transportation
- Disposal

Experience: 15 years with Emergency Response as part-time service technician

**4. Erick Casas – Service Technician**

Services to be performed:

- Drive service vehicle
- Create and complete service documents
- Operate machinery on service vehicle
- Oversee and perform cleanup operation
  - Collection
  - Packaging
  - Transportation
  - Disposal

Experience: 3 years with Emergency Response as full-time service technician

**5. Kristen Mihm – Service Technician**

Services to be performed:

- Drive service vehicle
- Create and complete service documents
- Operate machinery on service vehicle
- Oversee and perform cleanup operation
  - Collection
  - Packaging
  - Transportation
  - Disposal

Experience: 4 years with Emergency Response as part-time service technician



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**ATTACHMENT B**

**CONFIDENTIALITY AGREEMENT**

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# CONFIDENTIALITY AGREEMENT

Attachment

I understand that Emergency Crime Scene Cleaning has assigned me to provide temporary service to the City of Los Angeles Police Department and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by Emergency Crime Scene Cleaning or the City of Los Angeles.

I further understand that all information, records, software programs, documents, and data provided by the Police Department to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles. Any and all information records, documents, and data provided by the Police Department to me, or access or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal Police Department request is made through my employer.

I agree to forward all requests for the release of information received by me to Emergency Crime Scene Cleaning.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Emergency Crime Scene Cleaning and the City of Los Angeles.

I will be responsible for protecting the confidentiality and maintaining the security of Police Department materials, notes, records, documents, data and any other information in my possession, I am responsible for maintaining all stenographic recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to Emergency Crime Scene Cleaning for storage and/or future transcript requests.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and Emergency Crime Scene Cleaning and will not nullify such agreements, however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this Agreement.

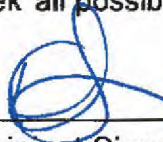
I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.



Owner Signature



Emergency Response Crime Scene Cleaning  
220 Kruse Ave., Monrovia, CA 91016



Recipient Signature



Please Print

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**ATTACHMENT C**

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)**

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**ATTACHMENT A  
STANDARD PROVISIONS FOR CITY CONTRACTS**

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## **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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.



**PSC-4. 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** hereto;
- B. This Contract has been approved by the City Council or the 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

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

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **PSC-9. 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-10. TERMINATION**

##### **A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said 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. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, 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.

##### **B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. 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 the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.
4. In the event the **CITY** terminates this Contract 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, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon 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.

6. 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 been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

#### **PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **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-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement.



Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration of termination of this Contract.

## **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

## **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

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



**PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages 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 General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

**PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material

breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities;
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement



or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or

either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.
- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying



**Affirmative Action Plan.** Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L.** The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.
- M.** The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor



or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

#### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that

**CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
  - 1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  - 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of

executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
  5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.



- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.



**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

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

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits

Ordinance may be obtained from the Department of Public Works,  
Office of Contract Compliance at (213) 847-1922."

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in 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](http://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 Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.



### Exhibit 1 (Continued)

#### Required Insurance and Minimum Limits

Name: Emergency Crime Scene Cleanup Services Date: February 2015

Agreement/Reference: RFP No. 14-300-002

Evidence to 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

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)** WC Statutory  
EL \$1,000,000

☒ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers  
☐ Jones Act

☒ **General Liability** \$1,000,000

☐ Products/Completed Operations ☐ Sexual Misconduct  
☐ Fire Legal Liability  
☐

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

☐ **Professional Liability** (Errors and Omissions)

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery  
☐ Flood ☐ Builder's Risk  
☐ Earthquake ☐

☐ **Pollution Liability**

☐ **Surety Bond - Performance and Payment (Labor and Materials) Bonds** 100 % of Contract Price  
☐ **Crime Insurance**

Other: 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>  
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their Contract must adhere to the financial responsibility laws of the State of California.



DATE: June 20, 2017

FROM (DEPARTMENT): Police

CONTACT PERSON: **James Acheron** PHONE: (213) 486-0395

CONTRACT NO.: C-127304

COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A

APPROVED BY BPW: DATE  
N/A

APPROVED BY BPW: N/A  
DATE \_\_\_\_\_

☐ NEW CONTRACT  
☒ AMENDMENT NO. 1  
☐ ADDENDUM NO. \_\_\_\_\_  
☐ SUPPLEMENTAL NO. \_\_\_\_\_  
☐ CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR NAME: Emergency Response Crime Scene Cleaning

TERM OF CONTRACT: 3/29/2016 THROUGH: 3/28/2019

**TOTAL AMOUNT:**

**PURPOSE OF CONTRACT:**

**This First Amendment further clarifies the services to be provided by the Contractor.**

**FIRST AMENDMENT TO CONTRACT NO. C-127304  
BETWEEN THE CITY OF LOS ANGELES  
AND  
EMERGENCY RESPONSE CRIME SCENE CLEANING  
FOR EMERGENCY CRIME SCENE CLEANUP SERVICES**

This **FIRST AMENDMENT** ("First Amendment") to Los Angeles City Contract No. C-127304 ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Department") and Emergency Response Crime Scene Cleaning, a California corporation (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, on March 29, 2016, the LAPD and Contractor entered into the Agreement to provide the LAPD with emergency crime scene cleanup services involving cleaning, collection and disposal of numerous types of hazardous materials; and

**WHEREAS**, Section 9.0 of the Agreement provides for amendments to the Agreement; and

**WHEREAS**, the City and the Contractor are desirous of amending the Agreement to add services in Section 3.0 of the Agreement entitled "Services to Be Provided"; and

**WHEREAS**, the Contractor is willing to perform the work under the terms and conditions of the Agreement, as amended; and

**WHEREAS**, this First Amendment is necessary and proper to continue the activities authorized under the Agreement, as amended.

**NOW THEREFORE**, the City and the Contractor hereby agree that the Agreement be amended as follows:

**1. Section 3.0, Services to be Provided**

3.1.10 Clean up, decontaminate, and disinfect crime scenes and other affected areas in City-involved incidents.

3.1.11 Clean up, decontaminate, and disinfect all City equipment.

**2. Ratification**

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Amendment. To the extent that said services were

performed in accordance with the terms and conditions of this Amendment, those services are hereby ratified.

**Order of Precedence of Documents.** In the event of an inconsistency between any of the provisions of this First Amendment to Contract No. C-127304, the inconsistency shall be resolved by the following order:

1. First Amendment
2. Contract No. C-127304
3. Standard Provisions for City Contracts (Rev. 3/09)

Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This First Amendment consists of three (3) pages, which constitute the entire understanding and agreement of the parties.


**(Signature page follows)**



IN WITNESS THEREOF, the parties hereto have caused this Second Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

EMERGENCY RESPONSE CRIME  
SCENE CLEANING

By   
CHARLIE BECK  
Chief of Police


By   
BEN MIHM  
President

Date 6/14/17

Date 5/31/17

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By   
DANIEL KREINBRING  
Deputy City Attorney

By   
MICHELLE MIHM  
Vice President

Date 6/19/17

Date 5/31/17

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By   
Deputy City Clerk



Date 5-26-17

City Business License Number 0002563012-0001-8

Internal Revenue Service Taxpayer Identification Number 22-3890744

Agreement Number C-127304-1