

CONTRACT SUMMARY SHEET

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

DATE: 01/30/15

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

FROM (DEPARTMENT): City Clerk

CONTACT PERSON: Jin Hy PHONE: (213) 978-1084

CONTRACT NO.: C-125243 COUNCIL FILE NO.: 14-1506

ADOPTED BY COUNCIL: 11/12/2014
DATE

APPROVED BY BPW: _____
DATE

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

CONTRACTOR NAME: Deborah Murphy Urban Design + Planning

TERM OF CONTRACT: December 1, 2014 THROUGH: December 1, 2015

TOTAL AMOUNT: \$25,000

PURPOSE OF CONTRACT:

Funds will be used to defray costs for designing a pedestrian safety plan in Hollywood and initiation of a Metro Call for Projects Grant Application for the Yucca Corridor, a neighborhood in Hollywood.

ADOPTED BY COUNCIL: _____

APPROVED BY: _____

DATE: _____

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

**AGREEMENT TO PARTLY FUND THE ACTIVITIES OF
DEBORAH MURPHY URBAN DESIGN + PLANNING**

This Agreement ("Agreement" herein) to partly fund services provided by the Deborah Murphy Urban Design + Planning is entered into between the City of Los Angeles, a municipal corporation, ("CITY" herein), and the Deborah Murphy Urban Design + Planning, a private corporation, ("CONTRACTOR" herein). This contract consists of 7 pages, 6 exhibits, and 2 attachments with reference to the following facts:

- A. Council, by recommendation of the Thirteenth District Councilmember (reference: Council File 14-1506) approved an allocation from the Hollywood Mobility Trust Fund account in the Council District 13 Public Benefits Trust Fund No. 904 of twenty-five thousand dollars (\$25,000) to partially fund the CONTRACTOR's activities. The CONTRACTOR understands that said funds will be disbursed to it only in accordance with the provisions of this Agreement.
- B. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said 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 the CITY appropriates additional funds for this Agreement.
- C. The CONTRACTOR warrants and represents that funds provided by the CITY pursuant to this Agreement will only be used for the activities described in Paragraph 2.
- D. The CONTRACTOR is an urban designer and planning professional dedicated to the planning and design such as streetscape and architectural design, active transportation planning, etc., of urban communities throughout Southern California.
- E. The CONTRACTOR's activities will assist with designing and initiation of a pedestrian safety plan, including existing conditions plan and accessibility improvements, in Hollywood. CONTRACTOR will also initiate a Metro Call for Projects Grant Application for the Yucca Corridor, a neighborhood in Hollywood, from Cahuenga Boulevard to Argyle Street, thus increasing the quality of life for residents of the CITY; and therefore, the CONTRACTOR'S services constitute a public purpose for which financial assistance may be provided.

include, but not be limited to, DELIVERABLES associated with each of the TASKS as presented in ATTACHMENT C and in the said format(s) indicated in ATTACHMENT C. Additional documentation may be requested to support CONTRACTOR's payment request at the discretion of the City. Payment of any amount will not be due and owed until the supporting documentation for all TASKS and satisfactory performance and completion of the TASKS and receipt of the DELIVERABLES has been approved by the Councilmember of the Thirteenth District. The REQUEST FOR PAYMENT must be signed under PENALTY OF PERJURY by the CONTRACTOR'S Representative designated in this Agreement.

The CONTRACTOR must submit any REQUEST FOR PAYMENT and TASKS AND DELIVERABLES VERIFICATION OF RECEIPT AND PAYMENT TERMS during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. The CITY will have no obligation to pay any REQUEST FOR PAYMENT after said period.

5. PAYMENT

a. Upon approval of each REQUEST FOR PAYMENT and TASKS AND DELIVERABLES VERIFICATION OF RECEIPT AND PAYMENT TERMS, by the Councilmember of the Thirteenth District, the CITY will pay the CONTRACTOR the approved amount for allowable costs, which in total, will not exceed the sum of Paragraph 3.

b. No later than January 15, 2016 the CONTRACTOR must submit a CLOSE-OUT STATEMENT prepared on the form attached hereto as ATTACHMENT B and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). Said CLOSE-OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY's representative.

c. Any portion of any advance payment made and not expended or obligated by the CONTRACTOR or not approved by the CITY's representative must be paid back to the CITY no later than January 15, 2016. Such payment will accompany the CLOSE-OUT STATEMENT.

d. The CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. The CITY will have no obligation to pay any REQUEST FOR PAYMENT after said period.

b. The CITY will not be obligated to fund the CONTRACTOR for any subsequent fiscal year appropriations which may be made by the CITY's Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by the CITY's representative.

ii. CITY's Representative

The Councilmember of the Thirteenth District, or his designee will represent the CITY with respect to all matters connected with this Agreement, provided, however, that any matter which would increase the CITY's financial obligation hereunder will require the approval of the CITY's Council and Mayor.

11. NOTICES

The following addresses will serve as the places to which notices and other correspondence between the parties will be sent:

**CONTRACTOR'S address: Deborah Murphy Urban Design + Planning
 2351 Silver Ridge Avenue
 Los Angeles, CA 90039**

**CITY'S address: City of Los Angeles
 Office of the City Clerk
 Administrative Services Division
 Attn: Trust Fund Analyst
 200 North Spring Street, Room 224
 Los Angeles, CA 90012**

12. SEPARATION OF CHURCH AND STATE

The CONTRACTOR agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. The CONTRACTOR further agrees that it will not perform or permit the performance of religious activities in connection with this Contract and will not discriminate against any person applying for services provided under this Contract on the basis of religion.

13. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by the CITY hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

14. FIRST SOURCE HIRING ORDINANCE (FSHO)

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

DATED: _____

THE CITY OF LOS ANGELES
a municipal corporation,

By [Signature]
Councilmember, Thirteenth District

DATED: 1.13.15

DEBORAH MURPHY URBAN DESIGN + PLANNING
a private corporation,

By [Signature]

Title PRINCIPAL

By _____

Title _____

Approved as to Form

ATTEST

MICHAEL N. FEUER,
City Attorney

HOLLY L. WOLCOTT,
Interim City Clerk

By [Signature]
Assistant City Attorney

By [Signature]
Deputy City Clerk

Date 1-30-2015

Date 01/30/15

C-125243



Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

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.