

XXXXXXX AMENDMENT TO AGREEMENT
C-122XXX

BPW-2018-0435

BETWEEN THE CITY OF LOS ANGELES AND XXXXXXXXXXXXXXXXXXXX TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY AND PROVIDE VARIOUS COMMUNITY BEAUTIFICATION SERVICES AS NEEDED IN PORTIONS OF COUNCIL DISTRICTS XXXX AND XXXXXX.

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

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

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

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, the Board of Public Works authorized the Office of Community Beautification to release a Request for Proposal for graffiti removal and community beautification services on December 7, 2012, and

WHEREAS, CONTRACTOR submitted to the Board of Public Works-Office of Community Beautification a proposal on May 3, 2013 which set forth the project requirements, approach, tasks, schedule, costs, and team organization, and

WHEREAS, on June 14, 2013 the Board of Public Works authorized the execution of graffiti removal contracts from July 1, 2013 to June 30, 2014, and

WHEREAS, on June 6, 2014 the Board of Public Works authorized the execution of the First Amendment to the Agreement for the hiring of summer youth workers, and

WHEREAS, on May 27, 2014 the Los Angeles City Council adopted the budget for fiscal year 2014-15, which included funding for anti-graffiti efforts (CF 14-0600), and

WHEREAS, on June 10, 2014 the Los Angeles City Council approved the restoration of funds previously provided to the Office of Community Beautification via Community Development Block Grant funding (CF 13-1395-S3), and

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WHEREAS, on July 15, 2014 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide for a continuation of services in fiscal year 2014-15, and

WHEREAS, on September 24, 2014 the Los Angeles City Council created the Council District 1 Community Cleanup Program (Council File 13-1395-S3), and

WHEREAS, on October 20, 2014 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to carry out the intent of the above Council action regarding the Council District 1 Community Cleanup Program, and

WHEREAS, on April 27, 2015 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide funding for the maintenance of former CRA properties (C-122516), and

WHEREAS, on May 18, 2015 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide support for the hire of summer youth workers (C-122516), and

WHEREAS, on June 5, 2015 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide funding to supplement and support graffiti removal and community beautification services citywide, and

WHEREAS, on May 26, 2015 the Los Angeles City Council adopted a budget for Fiscal Year 2015-16, which included funding for the graffiti removal program, and

WHEREAS, on July 13, 2015 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment for the continuation of services in Fiscal Year 2015-16, and

WHEREAS, on October 30, 2015 the Los Angeles City Council (CF 11-1013-S6) adopted CAO Report 0220-05189-0000, which authorized the transfer of funds to the Board of Public Works-Office of Community Beautification for purposes of providing public right-of-way cleanup services, as part of the Clean Streets Initiative program, and

WHEREAS, on November 6, 2015 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the existing contract for public right-of-way cleanup, and

WHEREAS, on June 3, 2016 the Board of Public Works authorized the Office of Community Beautification to execute a Sixth Amendment to the contract to provide funding for summer youth workers, and

WHEREAS on July 1, 2016, the Los Angeles City Council authorized the Board of Public Works to extend current OCB contracts to provide services in Fiscal Year 2016-17 (CF 16-0734), and

WHEREAS on July 27, 2016, the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide for a continuation of community beautification services in fiscal year 2016-17, and

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WHEREAS on July 10, 2017, the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide for a continuation of beautification services in fiscal year 2017-18, and

WHEREAS on XXXXXXX, 2018, the Los Angeles City Council authorized the Board of Public Works to extend current OCB contracts to provide services in Fiscal Year 2018-19 (CF xxxxxxxx), and

WHEREAS on xxxxxxxxxxxxxx, the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide for a continuation of community beautification services in calendar year 2018, and

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

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

**I.
INTRODUCTION**

§101 Parties to the Agreement

- A. The parties to this Agreement are:
1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
 2. The Contractor, known as XXXXXXX, a California non-profit 501(c) (3) corporation, having its principle office at XXXXXXXXXXXXX.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

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

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

§103 Independent Contractor

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

II.

TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Eleventh Amendment to the Agreement extends the term of the contract to provide services in Calendar Year 2018. Therefore Section II-TERM AND SERVICES TO BE PROVIDED, §201-Time of Performance, ITEM A, is hereby amended to read:

- A. The term of this Agreement is to commence from the date of execution through December 31, 2018.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

III.

PAYMENT

§301 Compensation and Method of Payment

This Eleventh Amendment provides funding for a continuation of graffiti removal services in Calendar Year 2018. Therefore Article III PAYMENT, Subsection 301 COMPENSATION AND METHOD OF PAYMENT, item A is hereby amended to include:

An additional amount of XXXXXXXXXXXXXX (\$XXXXXX) is provided by the Eleventh Amendment to the Agreement. The ceiling amount of the contract is increased to XXXXXXXXXXXXXX dollars (\$XXXXXX). The foregoing amount represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.

At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2018. The CITY hereby ratifies and accepts those

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services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

§305 Withheld Payments

No changes to existing agreement.

§306 Reversion of Assets

No changes to existing agreement.

**IV.
STANDARD PROVISIONS**

§401 Construction of Provisions and Titles Herein

No changes to existing agreement.

§402 Applicable Law, Interpretation and Enforcement

No changes to existing agreement.

§403 Integrated Agreement

No changes to existing agreement.

§404 Excusable Delays

No changes to existing agreement.

§405 Breach

No changes to existing agreement.

§406 Prohibition Against Assignment or Delegation

No changes to existing agreement.

§407 Permits

No changes to existing agreement.

§408 Nondiscrimination and Affirmative Action

No changes to existing agreement.

§409 Claims for Labor and Materials

No changes to existing agreement.

§410 Los Angeles City Business Tax Registration Certificate

No changes to existing agreement.

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§411 Indemnification

No changes to existing agreement.

§412 Insurance

No changes to existing agreement.

§413 Conflict of Interest

No changes to existing agreement.

§414 Compliance with State and Federal Statutes and Regulations

No changes to existing agreement.

§415 Federal, State and Local Taxes

No changes to existing agreement.

§416 Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

No changes to existing agreement.

§417 Earned Income Tax Credit

No changes to existing agreement.

§418 Equal Benefits Ordinance

No changes to existing agreement.

§419 Contractor Responsibility Ordinance

No changes to existing agreement.

§420 Slavery Disclosure Ordinance

No changes to existing agreement.

§421 Child support Assignment Orders

No changes to existing agreement.

§422 Security Clearance of Staff and Volunteers

No changes to existing agreement.

New Section 423 is added to the Agreement as follows:

§423. Prevailing Wages – California Labor Code Compliance

The contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with those laws requiring the contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the City of Los Angeles, Department of Public Works, Office of Contract Compliance at (213) 847-1922.

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Unless otherwise exempt, this Agreement will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code. The requirement to submit Certified Payroll Records and to employ apprentices in the ratio required by the California Labor Code shall not apply to workers who are exempt from the Prevailing Wage under the Labor Code, including but not limited to, Volunteer Workers and Volunteer Coordinators, as defined in Section 1720.4 of the California Labor Code.

To the extent CONTRACTOR or any subcontractor utilizes Volunteer Workers or Volunteer Coordinators for the performance of any work under this Agreement, CONTRACTOR shall submit to the Office of Contract Compliance a signed Volunteer Worker/Volunteer Coordinator Certification Form, attached hereto as **Exhibit __XX__**.

The Volunteer/Volunteer Coordinator Certification Form shall also identify and bear the signature of all workers who are Volunteers or Volunteer Coordinators as defined in Section 1720.4 of the California Labor Code. CONTRACTOR shall also be responsible for promptly updating and maintaining the Volunteer/Volunteer Coordinator Certification Form to reflect any staffing changes, no later than one week following any staffing change.

New Section 424 is added to the Agreement as follows:

§424. Joint Labor Compliance Monitoring Program

The CONTRACTOR and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 473-2167

V.

DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 Defaults

No changes to existing agreement.

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§502 Suspension

No changes to existing agreement.

§503 Termination

No changes to existing agreement.

§504 Notices of Suspension or Termination

No changes to existing agreement.

§505 Amendments

No changes to existing agreement.

VI.

ENTIRE AGREEMENT

§601 Complete Agreement

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

§602 Number of Pages and Attachments

- A. This Eleventh Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Eleventh Amendment to the Agreement includes nine (9) pages which constitutes the entire understanding and agreement of the parties.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

XXXXXXXXXXXXXXXXXXXX
A California non-profit agency

By: _____
KEVIN JAMES, President
Board of Public Works

By: _____
XXXXXXXXXX XXXXXX, Executive Director

Date: _____

Date: _____

Approved as to form:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: XXXXXXXXXXX

Contractors Internal Revenue Service Identification Number: XXXXXXXXXXX

Contract Number: C-122XXX-11