

0150-12263-0001

TRANSMITTAL

TO
The Council
The City Attorney

DATE
5/24/2024

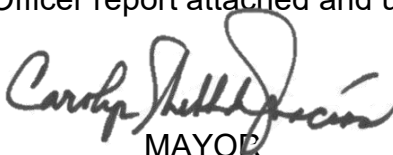
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
Citywide

Request for authority to execute First Contract Amendments with 28 on-call consultants for continued as-needed planning, urban design, marketing, strategic communications, and public outreach services.

Transmitted for your consideration. See the
City Administrative Officer report attached and updated attachments.



MAYOR

(Carolyn Webb de Macias for)

MWS:KHO:02240094T

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: 05-07-24	C.D. No. Citywide	CAO File No.: 0150-12263-0001
Contracting Department/Bureau: Department of City Planning		Contact: Robertino Salgado (213) 978-1204	
Reference: Department of City Planning transmittal dated March 20, 2024. Received by the City Administrative Officer on March 21, 2024. Additional information received through May 2, 2024.			
Purpose of Contract: To provide planning, urban design, marketing, strategic communications, and public engagement services on an as-needed basis.			
Type of Contract: () New contract (X) Amendment, See Attachment 1		Contract Term Dates: April 5, 2021 through April 4, 2026 (First Amendment adds 24 months)	
Contract/Amendment Amount: Not to exceed \$3 million			
Proposed amount \$1,500,000 + Prior award(s) \$1,500,000= Total \$3,000,000			
Source of funds: General Fund, Planning Case Processing Fund No. 52D, Planning Long-Range Planning Fund No. 52F, Systems Development Trust Fund No. 588, Short-Term Rental Enforcement Trust Fund No. 62N			
Name of Contractor: See Attachment 1			
	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: See Attachment 1			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. 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 Council, subject to the approval of the Mayor, authorize the Director of City Planning or designee to:

- Execute first contract amendments to extend the term for an additional 24 months through April 4, 2026 and increase the compensation amount by \$1.5 million for a total compensation amount not-to-exceed \$3 million with 26 on-call consultants as follows: Alta Planning and Design, Arup North America, Ltd., CallisonRTKL Inc. (Callisonetrl Inc.), Champion City, Inc., City Design Studio LLC., DDK Communications, Dudek & Associates, Inc., Finn Partners, M. Arthur Gensler Jr. & Associates, Inc. (Gensler), Gruen Associates, Here Design Studio, IBI Group, Kounkuey Design Initiative, MIG (Moore Iacofano Goltsman, Inc.), Pastilla, Perkins Eastman, PLACEWORKS, Rios Hale Clementi Studios (Rios), Skidmore, Owings, & Merrill LLP, Stoss LU, RDC-S111, Inc. (dba Studio One Eleven), SWA Group, Sax Productions, Inc., Toole Design Group, LLC., Trifiletti Consulting, Inc., and ZELDESIGN (ZHarrison and Associates) to provide on-call planning, urban design, marketing, strategic communication, and public outreach services to various planning projects, in substantial conformance with the proposed contract amendment (Attachment 3) as approved by the City Attorney.

<i>Kelly O'Malley</i>	<i>Ylenda Chavez</i>
KHO Analyst 0150-12263-0001	for City Administrative Officer

2. Execute first contract amendments with AECOM Technical Services, Inc. and Dyett & Bhatia to extend the term for an additional 24 months through April 4, 2026, increase the compensation amount by \$1.5 million for a total compensation amount not-to-exceed \$3 million, and add the Regional Early Action Planning (REAP) grant pass through provisions to provide on-call planning, urban design, marketing, strategic communication, and public outreach services to various planning projects, in substantial conformance with the proposed contract amendment (Attachment 4) as approved by the City Attorney.

SUMMARY

The Department of City Planning (DCP) requests authority to execute first contract amendments with 29 consultants to continue on-call planning, urban design, marketing, strategic communication, and public outreach services for an additional 24 months through April 4, 2026, increase the compensation amount by \$1.5 million for a total compensation amount not-to-exceed \$3 million, and incorporate the Standard Provisions for City Contracts (Rev. 9/22) [v.1]. The proposed first contract amendments for AECOM Technical Services, Inc. and Dyett & Bhatia add the Regional Early Action Planning (REAP) grant pass-through provisions.

The DCP released a Request for Qualifications (RFQ) on September 16, 2019 to establish a list of on-call planning & urban design, marketing & strategic communications, and public engagement services consultants. A total of 32 firms submitted Statement of Qualifications (SOQs) by the due date of December 15, 2019. Of the 32 firms that submitted an SOQ, 29 firms qualified for the tasks outlined in the RFQ Scope of Work with a passing score of 70 percent or higher. A total of 29 contracts were executed as a result of the RFQ. Additional information can be found in the report from DCP included as Attachment 2 to this report.

The DCP has established a selection process that begins with specifying the scope, funding source, and evaluation criteria for the proposed work. Contractors included on the on-call list will receive solicitations to submit proposals for specified work. DCP staff will evaluate the proposals and select a contractor. The DCP will then issue a Notice to Proceed (NTP) based on the selected proposal with a maximum not-to-exceed amount. The original 29 on-call contracts include a cumulative \$1.5 million not-to-exceed amount for all NTPs issued. The proposed first contract amendment increases this amount to \$3 million. The total NTPs issued to date is \$1,371,317. The proposed cumulative not-to-exceed amount is based on the total NTP issued to date and projected work plan over the 24-month extension period.

This Office reviewed the compliance documents for the DCP's proposed 29 on-call contract amendments. During this review, Kendall Planning and Design was nonresponsive. As a result, this Office does not recommend to execute a contract amendment for Kendall Planning and Design.

Following the establishment of the on-call list, DCP was awarded \$2.4 million in grant funds from the Southern California Association of Governments (SCAG) for contractual services related to Regional Early Action Planning (REAP) that require incorporation of REAP pass-through provisions for contracts awarded to AECOM Technical Services, Inc. and Dyett & Bhatia. Attachment 5 provides the REAP Grant pass-through provisions.

Pursuant to Charter Section 1022, on February 12, 2019, the Personnel Department made a determination that City employees do have the expertise to perform the proposed work. On December 16, 2020, this Office determined that it is more feasible to complete the proposed work by

contract because the work exceeds staffing availability, the City does not have the necessary resources to complete the work within the timeframes, the work is of intermittent nature, and it is unlikely that the City would be able to continue the employment of persons hired for this work. The proposed first contract amendment does not change or add to the original scope of work.

Pursuant to Administrative Code Section 10.5(a), Council approval is required for the proposed first contract amendments because they extend the contract for a term longer than three years and the estimated annual payments will exceed \$187,496.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funding for these contracts will be provided by existing budget appropriations for this purpose. In addition, the contracts include a funding clause limiting the City's obligation to make any payments to Contractors unless the City shall have first made an appropriation of funds to make any payments.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies as expenditures will be limited to the use of funds budgeted for this purpose.

MWS:KHO:02240094

Attachment 1: List of On-Call Planning & Urban Design, Marketing & Strategic Communications, and Public Engagement Services Contracts

Attachment 2: Department of City Planning Transmittal Dated March 20, 2024

Attachment 3: Proposed first contract amendment (standard template)

Attachment 4: Proposed first contract amendment (AECOM and Dyett & Bhatia, REAP provisions)

Attachment 5: REAP Grant pass-through provisions

Attachment 6: Standard Provisions for City Contracts (Rev. 9/22) [v.1]

List of On-Call Planning and Urban Design, Marketing and Strategic Communications, and Public Engagement Services Contracts

Contract Number	Name of Contractor	Address	Workforce that resides in the City (%)
C-138152	AECOM Technical Services, Inc.	300 S Grand Ave. Los Angeles, CA 90071	13%
C-138153	Alta Planning and Design	617 W. 7th Street Suite 1103 Los Angeles, CA 90017	3%
C-138154	Arup North America, Ltd	900 Wilshire Blvd., Los Angeles, CA 90017	19%
C-138155	CallisonRTKL Inc. (Callisonetrl Inc.)	333 South Hope Street Suite C-200, Los Angeles, CA 90071	6%
C-138156	Champion City, Inc.	333 S. Grand Ave., Suite 3310, Los Angeles, CA 90071	100%
C-138145	City Design Studio LLC	650 S. Grand Ave. Suite 400, Los Angeles, CA 90017	100%
C-138144	DDK Communications	2862 Tigertail Drive, Los Alamitos, CA 90720	0%
C-138143	Dudek & Associates, Inc. (DUDEK)	38 North Marengo Ave. Pasadena, CA 91101	3%
C-138146	Dyett & Bhatia	4001 Howe St. Oakland, CA 94611	0%
C-138147	Finn Partners	1925 Century Park East Suite 1200, Los Angeles, CA 90067	7%
C-138148	M. Arthur Gensler Jr. & Associates, Inc.	500 S. Figueroa St., Los Angeles, CA 90071	12%
C-138149	Gruen Associates	6330 San Vicente Blvd., Suite 200 Los Angeles, CA 90048	85%
C-138150	Here Design Studio	777 South Alameda St., Los Angeles, CA 90021	100%
C-138151	IBI Group	18401 Von Karman Ave. Unit 110, Irvine, CA 92612	10%
C-138158	Kounkuey Design Initiative	2234 Beverly Blvd., Los Angeles, CA 90057	89%
C-138159	MIG (Moore Iacofano Goltsman, Inc.)	800 Hearst Ave., Berkeley, CA 94710	6%
C-138160	Pastilla	530 S. Lake Ave., Pasadena, CA 91101	100%
C-138161	Perkins Eastman	523 West Sixth St. Suite 600, Los Angeles, CA 90014	4%
C-138138	PLACEWORKS	3 MacArthur Place Suite 1100, Santa Ana, CA 92707	8%
C-138139	Rios Hale Clementi Studios (Rios)	6824 Melrose Ave. Los Angeles, CA 90038	100%
C-138141	Skidmore, Owings, & Merrill LLP	333 South Grand Ave. Suite 3600, Los Angeles, CA 90071	4%
C-138142	Stoss LU	1275 E. 6th St., Unit 201, Los Angeles, CA 90021	20%
C-138162	RDC-S111, Inc. (dba Studio One Eleven)	243 E. 3rd St. Long Beach, CA 90802	9%
C-138163	SWA Group	811 W. 7th Street, Los Angeles, CA 90017	15%
C-138140	Sax Productions Inc.	750 N. San Vicente Blvd. Los Angeles, CA 90069	100%
C-138164	Toole Design Group, LLC	8484 Georgia Ave., Suite 800 Silver Spring, MD 20910	2%
C-138165	Trifiletti Consulting, Inc.	1545 Wilshire Blvd., Los Angeles, CA 90017	63%
C-138166	ZELDESIGN (ZHarrison and Associates)	10736 Jefferson Blvd. #270, Culver City, CA 90230	0%

**DEPARTMENT OF
CITY PLANNING**COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

MONIQUE LAWSHE
PRESIDENTELIZABETH ZAMORA
VICE-PRESIDENTMARIA CABILDO
CAROLINE CHOE

ILISSA GOLD

HELEN LEUNG

KAREN MACK

MICHAEL R. NEWHOUSE

JACOB NOONAN

**CITY OF LOS ANGELES
CALIFORNIA**KAREN BASS
MAYOR**EXECUTIVE OFFICES**200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
(213) 978-1271VINCENT P. BERTONI, AICP
DIRECTORSHANA M.M. BONSTIN
DEPUTY DIRECTORHAYDEE URITA-LOPEZ
DEPUTY DIRECTORARTHI L. VARMA, AICP
DEPUTY DIRECTORLISA M. WEBBER, AICP
DEPUTY DIRECTOR

March 20, 2024

The Honorable Karen Bass
Mayor of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Attn: Heleen Ramirez

**EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE THE FIRST
CONTRACT AMENDMENT TO THE PLANNING & URBAN DESIGN, MARKETING &
STRATEGIC COMMUNICATIONS, AND PUBLIC ENGAGEMENT SERVICES,
PREQUALIFIED ON-CALL BENCH LIST AGREEMENTS**

SUMMARY

Transmitted for your review, approval, and further processing, in accordance with the provisions of Executive Directive No. 3, is a proposed first amendment to the agreements between the Department of City Planning (DCP) and the following contractors:

- | | |
|-----------------------------------|------------------------------------|
| 1. AECOM Technical Services, Inc. | 16. Kounkuey Design Initiative |
| 2. Alta Planning and Design | 17. MIG |
| 3. Arup North America, Ltd | 18. Pastilla |
| 4. CallisonRTKL Inc. | 19. Perkins Eastman |
| 5. Champion City | 20. PLACEWORKS |
| 6. City Design Studio LLC | 21. Rios Clementi Hale Studios |
| 7. DDK Communications | 22. Skidmore, Owings & Merrill LLP |
| 8. Dudek & Associates, Inc. | 23. Stoss LU |
| 9. Dyett & Bhatia | 24. Studio One Eleven |
| 10. Finn Partners | 25. SWA Group |
| 11. Gensler | 26. The Sax Agency |
| 12. Gruen Associates | 27. Toole Design Group, LLC |
| 13. Here Design Studio | 28. Trifiletti Consulting, Inc. |
| 14. IBI Group | 29. ZELDESIGN |
| 15. Kendall Planning & Design | |

The amendment will extend the term of the contracts for an additional 24 months for a new expiration date of April 4, 2026, as well as raise the budget ceiling on each contract to \$3 million, which will be spread across the various contractors on the bench.

DISCUSSION

On September 16, 2019, DCP published on the RAMPLA (Regional Alliance Marketplace for Procurement) website a Letter of Availability and a Request for Qualifications (RFQ) for Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement Services to develop a pre-qualified list of on-call consultants for said services. A mandatory pre-proposal conference was held on October 25, 2019, to review the City's compliance requirements, review the project's Scope of Work, and answer questions. A total of 115 interested parties attended the pre-proposal conference.

A total of 32 firms submitted Statement of Qualifications (SOQ) by the due date of December 5, 2019. The SOQs were evaluated based on the timely submission of all required City documents, the evaluation criteria established in the RFQ, and the anticipated needs of DCP. Twenty-nine (29) firms qualified for some or all of the tasks as outlined in the Scope of Work. A passing score was 70% and above.

Following the execution of the bench list, DCP was awarded \$2,400,000 in grant funds from the Southern California Association of Governments (SCAG) for contractual services related to Regional Early Action Planning (REAP) that require incorporation of REAP passthrough provisions for contracts awarded to AECOM Technical Services, Inc. and Dyett & Bhatia, as well as an increase in the current ceiling to accommodate future projects.

Planning and Urban Design

The Planning and Urban Design consultant list provides irreplaceable professional expertise that will advance the City of Los Angeles's initiatives to confront its current challenges in social justice/racial equity, public health, and financial stability. The DCP has acknowledged the significant role that past planning and land use policies have played in reinforcing systemic racism and historic patterns of inequity in our communities and continues to pursue "restorative planning" initiatives that will empower marginalized communities and address patterns of inequity in our communities. Many firms on the Planning and Urban Design bench list have unique qualifications to engage diverse communities and develop policies and plans that will yield inclusive, equitable development outcomes.

The availability of qualified consultant expertise is critical to DCP's goals to put in place updated Community Plans that will address community aspirations, streamline the development process, and promote the creation of new affordable housing in all Los Angeles communities. The consultants have unique expertise to assist DCP in developing policies, zoning tools, and land use incentives that will jump-start economic recovery and vitality, thereby helping to stabilize the City's financial shortfalls. The urban design consultants also have unique expertise to craft design recommendations that will create equitable public spaces and community design solutions to ameliorate the significant health disparities found within communities of color — disparities that became further exacerbated during the COVID-19 pandemic.

Marketing and Strategic Communications

The marketing and communications list of consultants will be utilized to manage a number of projects for DCP, as well as other City departments. These projects, which include branding and marketing, website updates, and content development, align with the Mayor and City Council's priorities, which aim to foster more inclusive outreach strategies.

The branding and marketing campaign will focus on identifying new ways to best encapsulate, represent, and highlight DCP's work, taking an inventory of all the various programs and initiatives and seeking ways to connect them with core citywide stakeholders. A key component of this exercise will also be to organize information that is easy to locate and available using one's mobile device. The inclusive outreach strategies will be the last part of this exercise, building upon the branding and website to identify additional ways to reach key stakeholders, utilizing a mix of digital and in-person outreach strategies to engage particularly underserved neighborhoods that are most in need of City services.

Public Engagement

The COVID-19 pandemic has drawn attention to the health and economic disparities facing communities. The DCP has long been a proponent of public engagement in planning for the City's future. However, it has relied on traditional face-to-face meetings supplemented by online information dissemination. Innovation and increased creativity continue to be needed to meaningfully engage community members who have not traditionally engaged in such activities, and as highlighted by the pandemic, the need to reach and engage with communities that bear disproportionate burdens will be immensely more critical. The DCP continues to anticipate the need to hire consultants or contractors who have expertise in the non-traditional methods of outreach, education, and engagement, particularly online engagement. This assistance will be especially important for engaging communities in socio-economic areas that have not traditionally been as engaged in planning processes.

FISCAL IMPACT

The contracts are funded by various special funds, including the REAP grant. Specific funds will be determined as project Task Order Solicitations (TOS) are advertised, awarded, and subsequent Notices to Proceed are executed. Funding and availability will be determined and assessed on a case-by-case basis at the time of TOS publication using existing funds.

RECOMMENDATION

That the Mayor authorize the Director of Planning, or designee, to execute this first amendment with the aforementioned 29 on-call contracts for Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement Services, for an additional twenty-four (24) months for a new expiration date of April 4, 2026, and to raise the per contract budget ceiling to \$3 million, subject to the approval of the City Attorney as to form.

For additional information, please contact Robertino Salgado at (213) 978-1204 or Robertino.Salgado@lacity.org.

Sincerely,

VINCENT P. BERTONI, AICP
Director of Planning

A handwritten signature in black ink that reads "Ana Lynn Rocio". The script is cursive and fluid.

Ana Lynn Rocio
Chief Management Analyst

- Attachments:
1. Proposed contract (standard template for all 21 contracts)
 2. REAP Passthrough Provisions (Dyett & Bhatia and AECOM)

cc: Kelly O'Malley, Office of the City Administrative Officer
Catherine Nguyen, Office of the City Attorney

AMENDMENT NO. 1 TO CONTRACT NUMBER XXXXXX BETWEEN THE CITY OF LOS ANGELES AND “CONTRACTOR NAME”

THIS AMENDMENT NO. 1 to Contract Number XXXXXX between the City of Los Angeles, a municipal corporation, (City) and “Contractor Name” (Contractor) is entered into with reference to the following:

WHEREAS,

The City and Contractor entered into Contract Number XXXXXX on April 5, 2021; and

WHEREAS,

The Contract has agreed to provide Planning & Urban Design Services to the Department of City Planning; and

WHEREAS,

The term of the above-named contract expires on April 4, 2024, and additional time is needed to complete the tasks specified in the contract; and

WHEREAS,

Per Section 2 of the contract titled “TIME OF PERFORMANCE” the City requests an extension of this contract for an additional 24 months; and

WHEREAS,

Per Section 7.1 of the contract titled “Compensation” the City requests the budget ceiling to be increased from \$1.5 million to \$3 million; and

NOW THEREFORE:

The parties hereto do mutually agree that upon execution, this agreement is amended as follows:

1. SECTION 2 – TIME OF PERFORMANCE is hereby modified to read in its entirety as follows:

The term of this agreement commences upon execution and will terminate on April 4, 2026, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts or other provisions of this Contract.

2. SECTION 7.1 Compensation, 1st paragraph is hereby modified as follows:

The City's total obligation under this Contract shall not exceed \$3 million for complete and satisfactory performance of the terms of this Contract. Each NTP will specify the amount and manner of compensation that Consultant will receive for completion of the tasks and deliverables for each project awarded.

3. Through the entirety of the contract: Standard Provisions for City Personal Services Contracts (Rev. 10/17) [v.3] will be replaced with Standard Provisions for City Personal Services Contracts (Rev. 9/22) [v.1].
4. Ratification Clause: 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 Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
5. Except as amended herein, all other provisions of Contract Number XXXXXX are incorporated herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officers.

THE CITY OF LOS ANGELES
A Municipal Corporation

“Contractor Name”
Contractor

By: _____
Director of City Planning

By: _____
Title: _____

Date: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to form:

Attest:

HYDEE FELDSTEIN SOTO,
City Attorney

HOLLY L. WOLCOTT
City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate: XXXXXXXXXXXX

Contract Number: XXXXXX

AMENDMENT NO. 1 TO CONTRACT NUMBER 138146 BETWEEN THE CITY OF LOS ANGELES AND DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

THIS AMENDMENT NO. 1 to Contract Number 138146 between the City of Los Angeles, a municipal corporation, (City) and Dyett & Bhatia, Urban and Regional Planners (Contractor) is entered into with reference to the following:

WHEREAS,

The City and Contractor entered into Contract Number 138146 on April 5, 2021; and

WHEREAS,

The Contract has agreed to provide Planning & Urban Design Services to the Department of City Planning; and

WHEREAS,

The term of the above-named contract expires on April 4, 2024, and additional time is needed to complete the tasks specified in the contract; and

WHEREAS,

Per Section 2 of the contract titled "TIME OF PERFORMANCE" the City requests an extension of this contract for an additional 24 months; and

WHEREAS,

Per Section 7.1 of the contract titled "Compensation" the City requests the budget ceiling to be increased from \$1.5 million to \$3 million; and

WHEREAS,

The City was awarded \$2,400,000 in grant funds from the Southern California Association of Governments (SCAG), for contractual services related to Regional Early Action Program (REAP) that require incorporation of REAP passthrough provisions as part; and

NOW THEREFORE:

The parties hereto do mutually agree that upon execution, this agreement is amended as follows:

1. SECTION 2 – TIME OF PERFORMANCE is hereby modified to read in its entirety as follows:

The term of this agreement commences upon execution and will terminate on April 4, 2026, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts or other provisions of this Contract.

2. SECTION 7.1 Compensation, 1st paragraph is hereby modified as follows:

The City's total obligation under this Contract shall not exceed \$3 million for complete and satisfactory performance of the terms of this Contract. Each NTP will

specify the amount and manner of compensation that Consultant will receive for completion of the tasks and deliverables for each project awarded.

3. Through the entirety of the contract: Standard Provisions for City Personal Services Contracts (Rev. 10/17) [v.3] will be replaced with Standard Provisions for City Personal Services Contracts (Rev. 9/22) [v.1].
4. SECTION 11.10 Incorporation of Exhibits is hereby modified by adding "Exhibit II: Regional Early Action Planning Grant (REAP) Pass-Through Contract Provisions".
5. SECTION 11.12 Order of Precedence is hereby removed and replaced as follows:

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by Regional Early Action Planning Grant ("REAP") Pass-Through Contract Provisions, followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

6. Ratification Clause: 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 Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
7. Except as amended herein, all other provisions of Contract Number 138146 are incorporated herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officers.

THE CITY OF LOS ANGELES
A Municipal Corporation

DYETT & BHATIA, URBAN AND
REGIONAL PLANNERS
Contractor

By: _____
Director of City Planning

By: _____
Title: _____

Date: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to form:

Attest:

HYDEE FELDSTEIN SOTO,
City Attorney

HOLLY L. WOLCOTT
City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate: 0003238274

Contract Number: 138146

**REGIONAL EARLY ACTION PLANNING GRANT (“REAP”)
PASS-THROUGH CONTRACT PROVISIONS**

For

FOR PROFIT CONTRACTORS

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THESE ADDITIONAL PASS-THROUGH PROVISIONS, hereinafter referred to as "REAP Agreement" or simply as "Agreement," are made and entered into, by and between the City of Los Angeles, acting by and through its Department of City Planning, hereinafter referred to as "LA City Planning", and said Consultant, hereinafter referred to as "Consultant," named in the LA City Planning contract, hereinafter referred to as "City Planning Agreement," of which this document is attached to. Collectively LA City Planning and Consultant are referred to herein as the "Parties."

RECITALS

WHEREAS, LA City Planning is a planning organization that is organized to work in collaboration with the Southern California Association of Governments, the region's federally designated Metropolitan Planning Organization ("SCAG"). SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial, and LA City Planning collaborates as one of the subregional planning organizations within the County of Los Angeles;

WHEREAS, the primary source of funding for this REAP Agreement is allocated to SCAG pursuant to the State of California ("State"), Department of Housing and Community Development ("Department") under the Regional Early Action Planning ("REAP") Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG and LA City Planning have entered into that certain Memorandum of Understanding, effective as of April 19, 2021 ("MOU"), whereby SCAG has provided grant funding to LA City Planning as a sub-recipient under the REAP program, with such funds being subject to and conditioned on the terms of the MOU;

WHEREAS, consistent with the State of California Contract Manual section 3.17, Subvention and Local Assistance Contract, part B, SCAG has determined the necessity and reasonableness of the cost in the Consultant's cost in this Agreement and the Agreement contains adequate cost controls;

WHEREAS, partial funds provided under this Agreement/the primary source of funding for this Agreement is allocated pursuant to the State of California ("State"), Department of Housing and Community Development ("Department") under the REAP Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG's Fiscal Year is from July 1 through June 30;

WHEREAS, LA City Planning seeks to retain the Services of Consultant to provide services related to implementing planning projects to further the development of housing within the City of Los Angeles ("Project"), which Services are permitted to be procured pursuant to the MOU; and

WHEREAS, Consultant agrees to perform the Services required by LA City Planning on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS OF REAP AGREEMENT

1. Term

- a. The Term of this REAP Agreement shall begin on the Effective Date of the City Planning Agreement and continue until expiration of said agreement, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein.
- b. Time is of the essence in the performance of Services under this REAP Agreement.

2. Compensation

- a. The maximum amount payable under this REAP Agreement, including all expenses, shall not exceed the amount listed in a duly executed LA City Planning Notice to Proceed ("NTP") and/or Change Order subject to Sections 1 (Term) of this Agreement.
- b. This is a Lump Sum Agreement with Milestone/Deliverable Payment Agreement. Consultant shall be paid based upon completed deliverables in accordance with a duly executed LA City Planning NTP and/or Change Order.

3. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this REAP Agreement, and shall not transfer the same, without written notification to and the prior written consent of LA City Planning in a form approved by LA City Planning, which consent LA City Planning may grant, condition or withhold in its sole and absolute discretion.
- b. In the event of any change in ownership or control of Consultant's firm or Subconsultant's firm, Consultant shall provide written notification to LA City Planning and LA City Planning shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by LA City Planning.

4. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing in the form of a contract Amendment and fully executed by the Parties, or in the form of a unilateral Amendment signed by LA City Planning only under the circumstances and process set forth in Section 4.c. of this Agreement, which changes shall be approved in writing and in advance by SCAG. The Consultant Project Manager or LA City Planning Project Manager shall initiate a standard contract Amendment via the "Contract Amendment Request Form" ("Request"), Exhibit F, attached hereto and incorporated herein by this reference. A Request only initiates the contract amendment process. LA City Planning must still approve the actual Contract Amendment ("Amendment"). Such Amendment shall not become effective without the full execution by the Parties. The Effective Date of such Amendment shall be set forth in the Amendment, and shall be no earlier than the date that LA City Planning received the Request. LA City Planning shall disallow any and all costs incurred by the Consultant prior to the Effective Date of an Amendment resulting from a Request.
- b. LA City Planning may request, at any time, Amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) calendar days from the date of

the written notice, Consultant shall notify LA City Planning of the impact of such changes on the Scope of Work, Schedule, and Budget. Upon agreement between the Parties as to the required changes, an Amendment to this Agreement shall be prepared regarding the same.

- c. LA City Planning may additionally unilaterally amend the Agreement if such Amendment relates solely to an administrative revision by LA City Planning of the available funding under Section 2, as set forth in Exhibit D-1. This type of Amendment is administrative in nature and allows LA City Planning to make adjustments to the funding of the Agreement without materially impacting the Scope of Work, Schedule, or Budget. LA City Planning shall notify Consultant of this unilateral Amendment to the Agreement within ten (10) days from the date of the change.

5. Written and Electronic Versions of Work Products, Related Work Materials, and Inventions

- a. For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced from Services under this Agreement including, but not limited to, all Work Products conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Services commissioned or performed under this Agreement. Work Product includes all deliverables, Inventions (as defined below), innovations, improvements, or other works of authorship Consultant and/or Subconsultant may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by, or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. For purposes of this Agreement, "Inventions," shall mean any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or Subconsultant during the term of this Agreement and in performance of any Services under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of any Task Order issued under this Agreement.
- d. During or upon completion of the Scope of Work, Consultant shall deliver to the LA City Planning Project Manager, as requested, all Work Products and Related Work Materials. Such materials shall be provided in electronic PDF format as follows:
 - (1) One electronic PDF copy in a medium pre-approved in writing by the LA City Planning Project Manager;
 - (2) One electronic copies of all software (including source code, User's Manual, and full documentation in printed and electronic form), databases, and web materials;
 - (3) One double-sided hard copy of all material prepared for and used in presentations, including overhead, Power Point and hard copy presentations;
 - (4) Copies of all photographs taken at meetings, conferences, or Project sites in

conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or flash drive. Traditional photographic prints are also acceptable; and,
(5) Other Related Work Materials, as requested by the LA City Planning Project Manager.

- e. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
- f. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to LA City Planning. Consultant shall provide to LA City Planning documentation of quality assurance procedures applied, and a complete record of the software testing performed.
- g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:

“The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of LA City Planning or the Department. This report does not constitute a standard, specification or regulation.”

6. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 5, Subsections a, b and c (Written and Electronic Versions of Work Products, Related Work Materials, and Inventions), respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved and fully assigned hereby to SCAG. The Consultant shall not copyright Work Products or Related Work Materials.
 - As between Consultant and LA City Planning, all title is reserved to LA City Planning for any tangible property purchased in connection with this agreement and not fully consumed in the performance of this Agreement.
 - If applicable, the Consultant shall include a detailed inventory of any State-furnished property, and comply with the policies and procedures regarding State-owned property accounting for, usage, care, maintenance, protection, and return to LA City Planning of the property as set forth in the State Administrative Manual §8640, et seq.
 - If purchase of equipment is a reimbursable item, the equipment to be purchased shall be specified. If applicable, automotive equipment shall be purchased by the DGS/Procurement Division. LA City Planning shall arrange for purchase of all other major equipment items by the DGS/Procurement Division, as well as other items when economies can be achieved by so doing, with the cost to be deducted from the amount payable to the consultant.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third-party agreement and related to the Services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.

- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify LA City Planning and SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title, and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of LA City Planning's and SCAG's respective legal counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by LA City Planning or SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. LA City Planning shall direct Consultant as to the disposition of all such property upon completion or termination of this Agreement.
- i. LA City Planning and/or SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which LA City Planning and/or SCAG deem(s) appropriate without additional compensation to Consultant.

7. Termination

- a. Termination Resulting from Lack of Approval in SCAG's Comprehensive Budget

In the event that the work provided for under this Agreement is not approved in the next SCAG Comprehensive Budget, the subsequent Comprehensive Budget, or Comprehensive Budget Amendments, this Agreement, as provided in Section 1 (Term), is deemed to be terminated effective June 30th of the applicable Fiscal Year.

- b. Termination for Convenience of LA City Planning

LA City Planning may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty (30)

calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of LA City Planning, become LA City Planning's and/or SCAG's property. If this Agreement is terminated by LA City Planning, as provided herein, LA City Planning's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. **Termination for Cause**

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, LA City Planning shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of LA City Planning, become LA City Planning's property.

8. Compliance with Laws, Rules, and Regulations

Consultant shall perform all Services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

9. Independent Contractor

The Consultant agrees to provide the Services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of LA City Planning.

10. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision; if this provision differs from the rules of the American Arbitration Association, then this provision shall control. Consultant shall continue with the responsibilities under this Agreement during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award.

11. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless LA City Planning, its members, officers, governing board members, employees, and agents, and SCAG, its members, officers, governing board members, employees, grantors, and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional Services under this Agreement.
- c. For all other Services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, protect, defend, and hold harmless LA City Planning, its members, officers, governing board members, employees, and agents, and SCAG, its members, officers, governing board members, employees, grantors, and agents, from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees, or Subconsultants.
- d. Consultant shall defend, indemnify, and hold harmless LA City Planning, its members, officers, governing board members, employees, grantors, and agents, and SCAG, its members, officers, governing board members, employees, grantors, and agents, against any and all claims against LA City Planning and/or SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that LA City Planning and/or SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

12. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (e.g., cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.
- b. Consultant shall ensure and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act and the Age Discrimination Act of 1975 and all implementing regulations (Government Code, Section 12900 et seq. and 42 USC 3601-20); and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990

(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are all incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- d. Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- e. If federal funds are to be provided under this Agreement, or if expressly required by the State funding source, Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation ("U.S. DOT"), 49 C.F.R. Part 21 and 23 C.F.R. Part 200; hereinafter referred to as "U.S. DOT regulations"), and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term "Contractor" appears therein, it shall mean Consultant.
- f. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data, and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- g. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the U.S. DOT regulations relative to nondiscrimination.
- h. Sanctions for Noncompliance: Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as LA City Planning may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- i. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of "a" through "e" of this section. The Consultant shall take such action with respect to any subcontract or procurement as LA City Planning may direct as a means of enforcing such provisions including sanctions for noncompliance.

13. Records Retention and Audits

- a. The Consultant and its Subconsultants shall maintain all source documents, books, and records connected and all work performed under this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program ("OWP"), whichever is later, and shall make all supporting

information available upon request for inspection and audit by representatives of LA City Planning, SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by Consultant or its Subconsultants upon request at no cost to LA City Planning or SCAG.

- b. LA City Planning shall maintain all source documents, books, and records connected with this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by LA City Planning upon request at no cost to SCAG.
- c. At any time during the term of this Agreement, LA City Planning, SCAG or the Department may perform a financial audit of any and all phases of the Agreement. At LA City Planning, SCAG, and the Department's request, Consultant or its Subconsultants shall provide, at their respective own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. LA City Planning agrees that LA City Planning, SCAG, or the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. Consultant agrees to provide any relevant information requested.
- e. Consultant agrees to permit LA City Planning, SCAG, or the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes or program guidelines that are relevant to Consultant's performance of this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Consultant or Subconsultants until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, LA City Planning and Consultant agree to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by LA City Planning in compliance with 2 C.F.R., Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. LA City Planning is responsible for assuring that the Single Auditor has reviewed the requirements of this Agreement. Copies of said audits shall be submitted to SCAG.
- h. Consultant, its staff, contractors, and subcontractors shall establish and maintain an accounting system and reports conforming to Generally Accepted Accounting Principles

("GAAP") to support invoices which segregate and accumulate incurred costs of the applicable Project Number(s) by line item and produce narrative reports which clearly identify reimbursable costs and other. Further, Consultant agrees to authorize SCAG or the Department to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

- i. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

14. Invoicing for Payment

- a. The Consultant agrees and acknowledges that that it will not engage in any Services for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner. Any request by Consultant for payment from LA City Planning for these Services will be disallowed.
- b. The Consultant shall obtain LA City Planning's written authorization prior to purchasing any item exceeding \$2,500 for any articles, supplies, equipment, or Services. When purchasing these types of items, the Consultant shall competitively procure items and maintain documentation to substantiate the competition. This includes all the particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of competition.
- c. LA City Planning reserves prior agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. Consultant is required to acknowledge the support of LA City Planning when publicizing the work under the contract in any media.

15. State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State funds have been paid or will be paid, by or on behalf of LA City Planning, to any person for influencing or attempting to influence an officer or employee of any State agency, a Member of the State Legislature, an officer or employee of the Legislature, or any employee of a Member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- b. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and that all such Subconsultants shall certify and disclose accordingly.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. If any federal funds are provided under this Agreement or if state funding sources otherwise require, the Consultant agrees that submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31

U.S.C. 1352.

- d. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

16. Certifications and Assurances

The provisions of this Section 16 shall only apply if federal funds are to be provided under this Agreement or if state funding sources require such assurances to be given.

- a. Consultant shall adhere to the following requirements. Such requirements shall apply to Consultant and any of its Subconsultants to the same extent as LA City Planning and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation ("U.S. DOT") implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's Comprehensive Budget. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
 - (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - (3) Drug Free Work Place Agreement
 - (4) Intergovernmental Review Assurance
 - (5) Nondiscrimination Assurance
 - (6) Nondiscrimination on the Basis of Disability
 - (7) Certification and Assurances required by the U.S. Office of Management and Budget
 - (8) State of California Form CCC 04/2017, incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- c. The Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation at no cost to LA City Planning and/or SCAG to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.
- d. Clean Air; Clean Water Act. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to: (1) the Clean Air Act, as amended, 42 U.S.C. §7401 et seq., and (2) the Federal Water Pollution Control Act, as amended, 33 U.S.C.

§1251 et seq. Consultant agrees to report each violation of either of the foregoing to SCAG and understands and agrees that the SCAG will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

17. Cost Principles

- a. Consultant agrees to comply with the following if Federal funds are to be provided under this Agreement, or if expressly required by the State funding source:
 - (1) "Cost Principles for State, Local, and Indian Tribal Governments," and successors thereto, shall be used to determine the allowability of individual project cost items, and
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either LA City Planning, The State of California, Department of Housing and Community Development, or other State or authorities to be unallowable are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due LA City Planning within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, LA City Planning is authorized to withhold future payments due Consultant.
- c. Consultant agrees to furnish documentation to LA City Planning to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

18. Stop Work

- a. LA City Planning may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Consultant, and for any further period to which LA City Planning authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to the Consultant, or within any extension of that period by LA City Planning, LA City Planning shall either:
 - (1) Cancel the Stop Work Order; or
 - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.
- b. If a Stop Work Order is issued under this section, LA City Planning shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

19. Flow-Down Provisions

Any subcontract, of any tier entered into by the prime consultant as a result of this Agreement

shall be written, executed subsequent to the prime consultant executing its contract with LA City Planning within a reasonable time, and shall contain the following provisions of this Agreement:

Section 5 (Written and Electronic Version of Work Products and Related Work Materials);
Section 6 (Ownership, Confidentiality, Use of Work Products and Inventions);
Section 7 (Termination);
Section 8 (Compliance with Laws, Rules, and Regulations);
Section 9 (Independent Contractor);
Section 10 (Disputes);
Section 11 (Indemnity);
Section 12 (Non-Discrimination/Equal Employment Opportunity);
Section 13 (Records Retention and Audits);
Section 15 (State Lobbying Activities Certification);
Section 16 (Certifications and Assurances);
Section 17 (Cost Principles)

Upon LA City Planning's request, the consultant shall provide LA City Planning a copy of any subconsultant agreement.

20. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

21. Survival

The following sections survive expiration or termination of this Agreement:

Section 5 (Written and Electronic Versions of Work Products, Related Work Materials and Inventions)
Section 6 (Ownership, Confidentiality, and Use of Work Products)
Section 10 (Disputes)
Section 11 (Indemnity)
Section 13 (Records Retention and Audits)
Section 23 (Jurisdiction and Venue)
Section 34 (Third Party Beneficiaries)

22. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Agreement shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- Order of Precedence as outlined in the City Planning Agreement
- State of Californian's General Terms and Conditions and REAP General Terms and Conditions

23. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws Subject to the arbitration requirements in Section 10 (Disputes) requiring that all disputes arising under this Agreement be addressed in arbitration, both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

24. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
- (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
- (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim and aggregate. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.

c. Other Insurance Provisions – The general liability and automobile liability policies are to

contain, or be endorsed to contain, the following provisions:

- (1) LA City Planning, its subsidiaries, officials and employees are to be covered as additional insureds as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to LA City Planning, its members, subsidiaries, officials and employees.
 - (2) For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects LA City Planning, its members, subsidiaries, officials, and employees. Any insurance or self-insurance maintained by LA City Planning shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LA City Planning, its members, subsidiaries, officials, and employees.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to LA City Planning, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of LA City Planning, its officers, agents, employees and volunteers.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by LA City Planning.
 - e. Acceptability of Insurers – Insurance is to be placed with California admitted or approved insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by LA City Planning.
 - f. Verification of Coverage – Consultant shall furnish LA City Planning with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by LA City Planning before work commences. Upon request of LA City Planning at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

25. Force Majeure

Neither LA City Planning nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control or cause of LA City Planning or Consultant; provided, however, that the party seeking to avail itself of the provisions of this Section 25 shall notify the other party in writing not later than ten (10) days

from the first instance of the event that the party claims excuses or delays its performance and, if timely notice is not provided, then such party's performance or failure shall not be deemed excused or delayed. Any delay or excuse of performance shall only continue on a day-for-day basis for the length of the noticed event.

26. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written Amendment thereto.

27. Effective Date

The Effective Date of this Agreement shall mean the last date that the Parties have fully executed the LA City Planning Agreement.

28. Use of Name

Neither party shall use the name, trade name, or trademark or other designation of SCAG or the other party or its affiliates in connection with any products, promotions, or advertising without the prior written permission of the other party.

29. Recycling Certification

By executing this Agreement, the Consultant certifies, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

30. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or

under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

31. Child Support Compliance Act

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

32. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Consultant shall give priority consideration in filling vacancies in positions funded by the this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

33. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Cont. Code Section 10344(e).)

34. Third Party Beneficiaries

Other than with respect to SCAG as provided in this section, there are no third-party

beneficiaries to this Agreement. LA City Planning and Consultant agree that SCAG is an intended third-party beneficiary of this Agreement but has no obligations whatsoever hereunder. As a third party beneficiary, SCAG shall have the right, but not the duty or obligation, to enforce the provisions of this Agreement with respect to those rights pertaining to SCAG's interests specified herein.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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 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.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: RFPDate: 8/25/2020Agreement/Reference: Planning and Urban Design Services

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 StatutoryEL 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) _____

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 _____☐ _____

☐ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: Provided to: Jason Valencia, Department of City Planning (213) 978-1256

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.