

0150-11538-0003

**TRANSMITTAL**

TO The City Council	DATE 11/09/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Board of Public Works requests amendments with ten contractors to increase the term to five years to provide community beautification services including graffiti removal services.**

Approved within the various existing contract terms. Any extension of the term must proceed to the City Council. Transmitted for further processing. See the City Administrative Officer report attached.

  
MAYOR

(Chris Thompson for)

MWS:DFB:06230158t


# 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: 06-26-23	C.D. No. Various	CAO File No.: 0150-11538-0003				
Contracting Department/Bureau: Board of Public Works		Contact: Paul Racs (213) 978-0229					
Reference: Board of Public Works report transmittal dated May 3, 2023; referred for report on May 4, 2023.							
Purpose of Contract: To provide graffiti abatement and community beautification services.							
Type of Contract: ( ) New contract (X) Amendment, Contract No. CRCD C-136650, CCAC C-136588, GAP C-136595, LACC C-136662, NDFY C-136804, NEGB C-136631, PGS C-136626, SGB C-136632, WVA C-136591, and HBT C-136655		Contract Term Dates: Contract No. 136650, C-136588, C-136595, C-136662, C-136804, C-136631, C-136626, C-136626, C-136632, and C-136591 have a term of July 1, 2020, through June 30, 2023. The proposed two-year amendment is from July 1, 2023, through June 30, 2025. HBT C-136655 has a term of July 1, 2020, through March 31, 2024. The proposed 1.3-year extension is April 1, 2023- June 30, 2025					
Contract Amount: CRCD C-136650 \$23,000,000    CCAC C-136588 \$5,000,000    GAP C-136595 \$26,000,000    LACC C-136662 \$24,000,000 NDFY C-136804 \$8,000,000    NEGB C-136631 \$20,000,000    PGS C-136626 \$8,000,000    SGB C-136632 \$2,500,000 WVA C-136591 \$12,000,000    HBT C-136655 \$9,232,665							
Source of funds: General Fund 003040, Contractual Services							
Name of Contractor and Address: Coalition for Responsible Community Development (CRCD) 3101 South Grand Ave, Los Angeles, CA 90007 Central City Action Committee (CCAC) 34 N. East Edgeware Road, Los Angeles, CA 90026 Gang Alternatives Program (GAP) 309 West Opp Street, Wilmington, CA 90744 Los Angeles Conservation Corps (LACC) 1400 N Spring Street, Los Angeles, CA 90012 New Directions For Youth (NDFY) 7315 Lankershim Blvd, North Hollywood, CA 91605 Northeast Graffiti Busters (NEGB) 9808 Glenoaks Blvd, Los Angeles, CA 91352 Pacific Graffiti Solutions (PGS) 3747 Robertson Blvd, Los Angeles, CA 90232 Sylmar Graffiti Busters (SGB) P.O. Box 921294, Sylmar, CA 91392 West Valley Alliance (WVA) 17436-E Chatsworth Street, Granada Hills, CA 91344 Hollywood Beautification Team (HBT) 1741 Cherokee Ave, Los Angeles, CA 90028							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010	X		

## RECOMMENDATIONS

- That the Mayor and Council authorize the President of the Board of Public Works, or two Commissioners of the Board of Public Works, to execute amendments to ten contracts, for community beautification-related services, subject to the review and approval of the City Attorney as to form, and compliance with the City's contracting requirements, as follows:

Vendor	Amendment	Contract Number	Requested Term Increase	New Contract Term
Coalition for Responsible Community Development	Third	C-136650	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Central City Action Committee	Second	C-136588	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025

Daisy Bonilla DFB    Analyst    06230158	 for City Administrative Officer
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Vendor	Amendment	Contract Number	Requested Term Increase	New Contract Term
Gang Alternatives Program	Fourth	C-136595	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Hollywood Beautification Team	Third	C-136655	April 1, 2024- June 30, 2025	July 1,2020-June 30, 2025
Los Angeles Conservation Corps	Fifth	C-136662	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
New Directions for Youth	Second	C-136804	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Northeast Graffiti Busters	Third	C-136631	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Pacific Graffiti Solution	Second	C-136626	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Sylmar Graffiti Busters	First	C-136632	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
West Valley Alliance	Second	C-136591	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025

2. That the Mayor instruct the Board of Public Works to comply with all Mayoral Directives including, but not limited to, Executive Directive 3, and prepare and present items with sufficient lead time to allow consideration by the Mayor.

## SUMMARY

The Board of Public Works (Board) requested authority to execute eleven amendments to extend the contracts to a five-year term.

Vendor	Amendment	Contract Number	Requested Term Increase	New Contract Term
Coalition for Responsible Community Development	Third	C-136650	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Central City Action Committee	Second	C-136588	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Gang Alternatives Program	Fourth	C-136595	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Hollywood Beautification Team	Third	C-136655	April 1, 2024- June 30, 2025	July 1,2020-June 30, 2025
Koreatown Youth and Community Center	Third	C-136652	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Los Angeles Conservation Corps	Fifth	C-136662	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
New Directions for Youth	Second	C-136804	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Northeast Graffiti Busters	Third	C-136631	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
Pacific Graffiti Solution	Second	C-136626	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025

Vendor	Amendment	Contract Number	Requested Term Increase	New Contract Term
Sylmar Graffiti Busters	First	C-136632	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025
West Valley Alliance	Second	C-136591	July 1, 2023- June 30, 2025	July 1,2020-June 30, 2025

The contract with Koreatown Youth and Community Center (C-136652) does not require an extension term as it was already amended in May 2022 to extend the term to five years (C.F. 21-1176).

The proposed contract amendments were submitted simultaneously to the Mayor and Council on May 4, 2023, in violation of Executive Directive 3.

In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed ten amendments is required because the new terms exceed three years.

This Office requested the actual contract amendments from the Board to review and received them on the morning of June 21, 2023. The City Council Public Works Committee held a Special Meeting at 1 p.m. on June 21, 2023, to approve the contract amendments so that services would not lapse on July 1, 2023. However, the Committee did not have the contract amendments before them and the public did not have access to the amendments when the Committee Agenda was issued. The City Attorney advised that the Board must ensure that the actual contract amendments are uploaded to the Council File Management System and available to the public before the Council publishes an Agenda with these proposed contract amendments.

Additionally, the Board requested item 13, “AUTHORIZE the Board of Public Works to approve additional amendments to the contracts for items other than additional term extensions.” This Office and the City Attorney’s Office do not recommend approval of this request as it is not legal for the Mayor and Council to approve blanket authority for the Board to modify these contracts without further approval. This item was subsequently rejected during the Public Works Committee meeting.

## BACKGROUND

A Notice of Intent to Contract for graffiti removal was submitted to the Employee Relations Division on January 30, 2020. On March 24, 2020, the Board of Public Works authorized the Office of Community Beautification to release a Request for Proposal (RFP) for graffiti removal services beginning July 1, 2020.

The prior contracts for service with the exact same contractors expired on June 30, 2021. In 2020, and 2021, with the pandemic-induced recession, the Mayor’s Office issued a Cost Containment policy that encouraged a slower pace of contract execution in order to save money. On August 4, 2020, the Board of Public Works requested ED3 approval from the Mayor’s Office. On August 11, 2020, the Office of Community Beautification executed 11 graffiti removal contracts with various respondents to the RFP without receiving approval from the Mayor’s Office. In May 2021, the Mayor’s Office provided ED3 approval.

The awarded respondents were the following Contractors:

Vendor	Initial Contract Amount	Term
Coalition for Responsible Community Development	\$ 5,000,000	July 1, 2020, through June 30, 2023
Central City Action Committee	3,000,000	July 1, 2020, through June 30, 2023
Gang Alternatives Program	8,000,000	July 1, 2020, through June 30, 2023
Hollywood Beautification Team	4,000,000	July 1, 2020, through June 30, 2023
Los Angeles Conservation Corps	4,000,000	July 1, 2020, through June 30, 2023
New Directions for Youth	3,000,000	July 1, 2020, through June 30, 2023
Northeast Graffiti Busters	5,000,000	July 1, 2020, through June 30, 2023
Pacific Graffiti Solution	3,000,000	July 1, 2020, through June 30, 2023
Sylmar Graffiti Busters	2,500,000	July 1, 2020, through June 30, 2023
West Valley Alliance	5,000,000	July 1, 2020, through June 30, 2023
<b>Total:</b>	<b>\$ 42,500,000</b>	

### Approved Amendments

Since the inception of the contracts, the Board has made the following amendments to the contracts:

Approved Amendments			
Vendor	Amendment	Ceiling Increase Amount	Term Extension
Coalition for Responsible Community Development	First	\$ 8,000,000	None
Coalition for Responsible Community Development	Second	10,000,000	None
Gang Alternatives Program	First	253,744	None
Gang Alternatives Program	Second	8,000,000	None
Gang Alternatives Program	Third	10,000,000	None
Hollywood Beautification Team	First	232,665	July 01, 2023, through March 31, 2024
Los Angeles Conservation Corps	First	6,000,000	None
Los Angeles Conservation Corps	Second	Second Amendment Skipped	
Los Angeles Conservation Corps	Third	4,010,040	None
Los Angeles Conservation Corps	Fourth	9,989,960	None
New Directions for Youth	First	5,000,000	None
Northeast Graffiti Busters	First	8,000,000	None
Pacific Graffiti Solution	First	5,000,000	None

### *Additional Amendments in Process*

On June 16, 2023, this Office released a report on the following proposed amendments to increase the ceiling for five community beautification contracts, which are pending ratification.

Vendor	Amendment	Contract Number	Approved Ceiling	Requested Increase	New Contract Ceiling
Central City Action Committee	First	C-136588	\$ 2,500,000	\$ 2,500,000	\$ 5,000,000
Northeast Graffiti Busters	Second	C-136631	13,000,000	7,000,000	20,000,000
West Valley Alliance	First	C-136591	5,000,000	7,000,000	12,000,000
Hollywood Beautification Team	Second	C-136655	4,232,665	5,000,000	9,232,665
Koreatown Youth and Community Center	Second	C-136652	11,576,660	5,000,000	16,576,660
Totals:			\$ 36,309,325	\$ 26,500,000	\$ 62,809,325

Funding for community beautification and graffiti removal is provided for the Board of Public Works Budget for Fiscal Years 2022-23 (\$12,773,534), and 2023-24 (\$12,773,534). These five additional amendments increase the ceiling but do not increase the terms of the contracts and, therefore, will not require Council approval.

All of the amendments for the contracts include language, which limits the City's obligation to make payments to the contractor unless the City first appropriates funding.

This Office has confirmed that the recommended contractors have submitted the required documentation in compliance with City contracting policies.

### **FISCAL IMPACT STATEMENT**

The recommendations stated in this report will have no additional impact to the General Fund. The 2022-2023 and 2023-24 City Budget includes funding in the Board of Public Works for the community beautification services in the proposed amendments. Additional funding for 2024-25 will be requested as part of the City annual budget process. The City's financial obligation will be limited to funds appropriated for this purpose pursuant to the Standard Provisions for City Contracts.

### **FINANCIAL POLICIES STATEMENT**

The recommendation of this report complies with the City's Financial Policies as expenditures are limited to the amount appropriated by the Council and Mayor.

**BOARD OF PUBLIC WORKS  
MEMBERS**

**AURA GARCIA**  
PRESIDENT

**M. TERESA VILLEGAS**  
VICE PRESIDENT

**DR. MICHAEL R. DAVIS**  
PRESIDENT PRO TEMPORE

**VAHID KHORSAND**  
COMMISSIONER

**SUSANA REYES**  
COMMISSIONER

**CITY OF LOS ANGELES**

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**DR. FERNANDO CAMPOS**  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

May 3, 2023

**BPW-2023-0252**

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012  
Attn: Heleen Ramirez

**CONTRACT EXTENSION – VARIOUS GRAFFITI REMOVAL CONTRACTS**

As recommended in the accompanying report of the Director of the Office of Community Beautification, which this Board has adopted, the Board of Public Works recommends that the City Council and Mayor concurrently:

1. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Coalition for Responsible Community Development through June 30, 2025;
2. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Central City Action Committee through June 30, 2025;
3. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Gang Alternatives Program through June 30, 2025;
4. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Hollywood Beautification Team through June 30, 2025;
5. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Koreatown Youth and Community Center through June 30, 2025;
6. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Los Angeles Conservation Corps through June 30, 2025;

7. AUTHORIZE the Office of Community Beautification to execute a contract amendment to increase the term of an existing contract with New Directions for Youth through June 30, 2025;
8. AUTHORIZE the Office of Community Beautification to execute a contract amendment to increase the term of an existing contract with Northeast Graffiti Busters through June 30, 2025;
9. AUTHORIZE, the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with Pacific Graffiti Solution through June 30, 2025;
10. AUTHORIZE, the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with Sylmar Graffiti Busters through June 30, 2025;
11. AUTHORIZE, the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with West Valley Alliance through June 30, 2025;
12. AUTHORIZE the President or two members of the Board of Public Works to execute the contract amendments after approval as-to-form has been obtained by the City Attorney; and
13. AUTHORIZE the Board of Public Works to approve additional amendments to the contracts for items other than additional term extensions.

(C-136650, C-136588, C-136595, C-136655, C-136852, C-136662, C-136804, C-136631, C-136626, C-136632, C-136591)

**Fiscal Impact:**

These contracts contain a "Financial Liability Clause", which states that "The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to terms and conditions of the contract". This Board action solely increases the authorized ceiling amount of the contract.

Sincerely,



TJ KNIGHT,  
Assistant Executive Officer, Board of Public Works

TJ:lc

Sincerely,




**DEPARTMENT OF PUBLIC WORKS**

**BOARD OF PUBLIC WORKS  
OFFICE OF COMMUNITY BEAUTIFICATION  
REPORT NO. 1**

**MAY 3, 2023**

**COUNCIL DISTRICTS: ALL**

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE CITY COUNCIL  
MAY 03 2023  
AND REFERRED TO THE MAYOR  
  
Executive Officer  
Board of Public Works

**REQUEST APPROVAL FROM THE LOS ANGELES CITY COUNCIL, SUBJECT TO APPROVAL OF THE MAYOR TO EXTEND THE CONTRACT TERM FOR VARIOUS OFFICE OF COMMUNITY BEAUTIFICATION GRAFFITI REMOVAL CONTRACTS.**

**Recommendations**

That the Board of Public Works, request the Los Angeles City Council, subject to the approval of the Mayor to:

1. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Coalition for Responsible Community Development (CO136650) through June 30, 2025.
2. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Central City Action Committee (CO136588) through June 30, 2025.
3. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Gang Alternatives Program (CO136595) through June 30, 2025.
4. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Hollywood Beautification Team (CO136655) through June 30, 2025.
5. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Koreatown Youth and Community Center (CO136852) through June 30, 2025.
6. AUTHORIZE the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with the Los Angeles Conservation Corps (CO136662) through June 30, 2025.
7. AUTHORIZE the Office of Community Beautification to execute a contract amendment to increase the term of an existing contract with New Directions for Youth (CO136804) through June 30, 2025.
8. AUTHORIZE the Office of Community Beautification to execute a contract amendment to increase the term of an existing contract with Northeast Graffiti Busters (CO136631) through June 30, 2025.
9. AUTHORIZE, the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with Pacific Graffiti Solution (CO136626) through June 30, 2025.
10. AUTHORIZE, the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with Sylmar Graffiti Busters (CO136632) through June 30, 2025.
11. AUTHORIZE, the Office of Community Beautification to execute a contract amendment to extend the term of an existing contract with West Valley Alliance (CO136591) through June 30, 2025.
12. AUTHORIZE the President or two members of the Board of Public Works to execute the contract amendments after approval as-to-form has been obtained by the City Attorney.
13. AUTHORIZE the Board of Public Works to approve additional amendments to the contracts for items other than additional term extensions.

**Project Background**

The Office of Community Beautification maintains contracts with various non-profit community-based organizations for services such as graffiti removal, weed/litter abatement, tree planting/maintenance services, and other as funded services. A Request For Proposals was conducted in May 2020, and in August 2020 the Board of Public Works authorized the Office of Community Beautification to execute contracts with various agencies for these types of services with a three year term (through June 30, 2023).

OCB contractors are environmentally focused non-profit community organizations located within the City of Los Angeles. By offering work experience on various community projects, OCB contractors build resilience in youth

**DEPARTMENT OF PUBLIC WORKS  
BOARD OF PUBLIC WORKS  
OFFICE OF COMMUNITY BEAUTIFICATION  
REPORT NO. 1  
PAGE 2 of 2**

and young adults living in the City of Los Angeles. Work authorized through these contracts provides career training and work experience on various environmental projects throughout the City. In many cases OCB contractors provide case management, supportive services, barrier removal and transition services to persons hired through these programs.

Over the past year, OCB contractors have removed over 29 million square feet of graffiti from over 480,000 locations citywide. Approximately 30% of the work performed is the result of a request for service, and 70% is the result of crews proactively removing graffiti. These graffiti removal contracts have now reached the end of the original three-year term, and in the interest of cost savings and efficiency, the Office of Community Beautification requests a two year extension to the current timeframe of the contracts.

**Status of Contracts**

These contracts were executed with an effective date of July 1, 2020 and extend through June 30, 2023. It is anticipated that the contracts shall be extended for an additional two years.

**Status of Funding**

These contracts contain a "Financial Liability Clause", which states that "The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to terms and conditions of the contract". This Board action solely increases the authorized ceiling amount of the contract.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Paul Racs", written in a cursive style.

Paul Racs, Director  
Office of Community Beautification

## **SECOND AMENDMENT TO AGREEMENT C-136588**

BETWEEN THE CITY OF LOS ANGELES AND CENTRAL CITY ACTION COMMITTEE TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF CENTRAL AND EAST LOS ANGELES.

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

### **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

## **SECOND AMENDMENT TO AGREEMENT C-136588**

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

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

### **ARTICLE I. INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Central City Action Committee, a California non-profit 501(c) (3) corporation, having its principle office at 534 N East Edgeware Road, Los Angeles, CA 90026

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Maryanne Hayashi, Executive Director  
534 N. East Edgeware Road  
Los Angeles, CA 90026

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

#### ***§103 Independent Contractor***

No changes to existing agreement.

## **SECOND AMENDMENT TO AGREEMENT C-136588**

### **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

#### **§201 Time of Performance**

*This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

#### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

#### **§203 Quality Control Standards**

No changes to existing agreement.

#### **§204 Safety Standards**

No changes to existing agreement.

#### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

#### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

### **ARTICLE III. PAYMENT**

#### **§301 Compensation and Method of Payment**

No changes to existing agreement.

#### **§302 Advance Payment**

No changes to existing agreement.

#### **§303 Modification**

No changes to existing agreement.

#### **§304. Allowable and Unallowable Costs**

No changes to existing agreement.

#### **§305 Withheld Payments**

No changes to existing agreement.

#### **§306 Reversion of Assets**

No changes to existing agreement.

## **SECOND AMENDMENT TO AGREEMENT C-136588**

### **ARTICLE IV. STANDARD PROVISIONS**

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

### **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

#### ***§501 Defaults***

No changes to existing agreement.

#### ***§502 Suspension***

No changes to existing agreement.

#### ***§503 Termination***

No changes to existing agreement.

#### ***§504 Notices of Suspension or Termination***

No changes to existing agreement.

#### ***§505 Amendments***

No changes to existing agreement.

### **ARTICLE VI. ENTIRE AGREEMENT**

#### ***§601 Complete Agreement***

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

#### ***§602 Number of Pages and Attachments***

A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes five (5) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT  
C-136588**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

CENTRAL CITY ACTION COMMITTEE  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
MARYANNE HAYASHI, Executive Director

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

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

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

Contractors Los Angeles Business Tax Registration Certificate Number: 000061-021000-018

Contractors Internal Revenue Service Identification Number: 23-7363312

Contract Number: C-136588-2

# **THIRD AMENDMENT TO AGREEMENT C-136650**

BETWEEN THE CITY OF LOS ANGELES AND COALITION FOR RESPONSIBLE COMMUNITY DEVELOPMENT TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF SOUTH LOS ANGELES; AND TO PROVIDE PUBLIC RIGHT-OF-WAY CLEANUP AND COMMUNITY BEAUTIFICATION SERVICES.

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

## **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a first amendment to the agreement, and

WHEREAS, on April 19, 2022 the Community Investment For Families Department approved the Project Expenditure Plan for the CleanLA program as part of the CDBG Program Year 47, and



# **THIRD AMENDMENT TO AGREEMENT**

## **C-136650**

WHEREAS, May 2, 2022 the Mayor's Office signed off on the ceiling increase to the contract, per Executive Directive No. 3, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

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

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

### **ARTICLE I.**

#### **INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Coalition For Responsible Community Development, a California non-profit 501(c) (3) corporation, having its principle office at 3101 Grand Ave., Los Angeles, CA 90007

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Mark Wilson, Executive Director  
Coalition for Responsible Community Development  
3101 South Grand Ave  
Los Angeles, CA 90007

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

## **THIRD AMENDMENT TO AGREEMENT C-136650**

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

**§103 Independent Contractor**

No changes to existing agreement.

### **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

**§201 Time of Performance**

*This Third Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

**§202 Services to be provided by the Contractor**

No changes to existing agreement.

**§203 Quality Control Standards**

No changes to existing agreement.

**§204 Safety Standards**

No changes to existing agreement.

**§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

**§206 Issuance of Notice to Proceed**

No changes to existing agreement.

### **ARTICLE III. PAYMENT**

**§301 Compensation and Method of Payment**

No changes to existing agreement.

**§302 Advance Payment**

No changes to existing agreement.

**§303 Modification**

No changes to existing agreement.

**§304. Allowable and Unallowable Costs**

No changes to existing agreement.

# **THIRD AMENDMENT TO AGREEMENT C-136650**

**§305 *Withheld Payments***

No changes to existing agreement.

**§306 *Reversion of Assets***

No changes to existing agreement.

## **ARTICLE IV. STANDARD PROVISIONS**

**§401 *Construction of Provisions and Titles Herein***

No changes to existing agreement.

**§402 *Applicable Law, Interpretation and Enforcement***

No changes to existing agreement.

**§403 *Integrated Agreement***

No changes to existing agreement.

**§404 *Excusable Delays***

No changes to existing agreement.

**§405 *Breach***

No changes to existing agreement.

**§406 *Prohibition Against Assignment or Delegation***

No changes to existing agreement.

**§407 *Permits***

No changes to existing agreement.

**§408 *Nondiscrimination and Affirmative Action***

No changes to existing agreement.

**§409 *Claims for Labor and Materials***

No changes to existing agreement.

**§410 *Los Angeles City Business Tax Registration Certificate***

No changes to existing agreement.

**§411 *Indemnification***

No changes to existing agreement.

**§412 *Insurance***

No changes to existing agreement.

**§413 *Conflict of Interest***

No changes to existing agreement.

**§414 *Compliance with State and Federal Statutes and Regulations***

No changes to existing agreement.

## **THIRD AMENDMENT TO AGREEMENT C-136650**

**§415 *Federal, State and Local Taxes***

No changes to existing agreement.

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

No changes to existing agreement.

**§417 *Earned Income Tax Credit***

No changes to existing agreement.

**§418 *Equal Benefits Ordinance***

No changes to existing agreement.

**§419 *Contractor Responsibility Ordinance***

No changes to existing agreement.

**§420 *Slavery Disclosure Ordinance***

No changes to existing agreement.

**§421 *Child support Assignment Orders***

No changes to existing agreement.

**§422 *Security Clearance of Staff and Volunteers***

No changes to existing agreement.

**§423. *Prevailing Wages – California Labor Code Compliance***

No changes to existing agreement.

**§424. *Prevailing Wages – California Labor Code Compliance***

No changes to existing agreement.

**§425. *COVID-19***

No changes to existing agreement.

### **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

**§501 *Defaults***

No changes to existing agreement.

**§502 *Suspension***

No changes to existing agreement.

**§503 *Termination***

No changes to existing agreement.

**§504 *Notices of Suspension or Termination***

No changes to existing agreement.

**§505 *Amendments***

No changes to existing agreement.

# **THIRD AMENDMENT TO AGREEMENT C-136650**

## **ARTICLE VI. ENTIRE AGREEMENT**

### ***§601 Complete Agreement***

- A. This Third Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Third Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### ***§602 Number of Pages and Attachments***

- A. This Third Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Third Amendment to the Agreement includes eight (8) pages which constitutes the entire understanding and agreement of the parties.

## **ARTICLE VII CDBG PROVISIONS**

### ***§701 Conditions Precedent to the Execution***

No changes to existing agreement.

### ***§702 Identification of Project Eligibility/National Objectives:***

No changes to existing agreement.

### ***§703 Reporting Requirements***

No changes to existing agreement.

### ***§704 Maintenance of Records***

No changes to existing agreement.

### ***§705 Customer/Applicant Files***

No changes to existing agreement.

### ***§706 Equipment Records***

No changes to existing agreement.

### ***§707 Purchase or Lease of Equipment or Facilities***

No changes to existing agreement.

### ***§708 Accounting Practices***

No changes to existing agreement.

### ***§709 Documentation of Expenditures***

No changes to existing agreement.

### ***§710 Audits and Inspections***

No changes to existing agreement.

## **THIRD AMENDMENT TO AGREEMENT C-136650**

- §711 Confidentiality of Information**  
No changes to existing agreement.
- §712 Security Clearance and Tuberculosis Test of Staff and Volunteers**  
No changes to existing agreement.
- §713 Restriction on Disclosures**  
No changes to existing agreement.
- §714 Management Information System Records and Reports**  
No changes to existing agreement.
- §715 installation of Financial Assistance Sign**  
No changes to existing agreement.
- §716 Press Releases--Public Information**  
No changes to existing agreement.
- §717 Notice to City of Labor Disputes**  
No changes to existing agreement.
- §718 Listing of Contractor's Employment Opportunities with EDD**  
No changes to existing agreement.
- §719 Technical Assistance**  
No changes to existing agreement.
- §720 Prohibition of legal proceedings**  
No changes to existing agreement.
- §721 Administrative Hearing for Denial of Client Benefits by Contractor – IF APPLICABLE**  
No changes to existing agreement.
- §722 Faith-Based Activities**  
No changes to existing agreement.
- §723 CHILD ABUSE**  
No changes to existing agreement.

**THIRD AMENDMENT TO AGREEMENT  
C-136650**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

COALITION FOR RESPONSIBLE  
COMMUNITY DEVELOPMENT  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
MARK WILSON, Executive Director

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

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

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

Contractors Los Angeles Business Tax Registration Certificate Number: 0002161372-0001-8

Contractors Internal Revenue Service Identification Number: 20-2445113

Contract Number: C-136650-3

## **FOURTH AMENDMENT TO AGREEMENT C-136595**

BETWEEN THE CITY OF LOS ANGELES AND GANG ALTERNATIVES PROGRAM TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF HARBOR AREA, SOUTH LOS ANGELES, EAST LOS ANGELES, DOWNTOWN AND TO PROVIDE VARIOUS COMMUNITY BEAUTIFICATION SERVICES AS FUNDED.

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

### **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on May 26, 2021 the Board of Public Works authorized the Office of Community Beautification to execute a First Amendment to the Agreement, to allow the Bureau of Street Services and Bureau of Sanitation to piggyback on the contract, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the agreement, and



## **FOURTH AMENDMENT TO AGREEMENT C-136595**

WHEREAS, on April 19, 2022 the Community Investment For Families Department approved the Project Expenditure Plan for the CleanLA program as part of the CDBG Program Year 47, and

WHEREAS, May 2, 2022 the Mayor's Office signed off on the ceiling increase to the contract, per Executive Directive No. 3, and

WHEREAS, on July 29, 2022 the Los Angeles City Council (CF 21-1392) approved the transfer of funds and increase to the ceiling amount of this contract, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a third amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

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

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

### **ARTICLE I. INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Gang Alternatives Program, a California non-profit 501(c) (3) corporation, having its principal office at 309 W Opp Street, Wilmington, CA 90744

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

SueAnn Ballat, Executive Director  
Gang Alternatives Program

# **FOURTH AMENDMENT TO AGREEMENT C-136595**

309 West Opp Street  
Wilmington, CA 90744

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

## **§103 Independent Contractor**

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

## **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

### **§201 Time of Performance**

*This Fourth Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

### **§203 Quality Control Standards**

No changes to existing agreement.

### **§204 Safety Standards**

No changes to existing agreement.

### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

# **FOURTH AMENDMENT TO AGREEMENT C-136595**

## **ARTICLE III. PAYMENT**

### **§301 *Compensation and Method of Payment***

No changes to existing agreement.

### **§302 *Advance Payment***

No changes to existing agreement.

### **§303 *Modification***

No changes to existing agreement.

### **§304. *Allowable and Unallowable Costs***

No changes to existing agreement.

### **§305 *Withheld Payments***

No changes to existing agreement.

### **§306 *Reversion of Assets***

No changes to existing agreement.

## **ARTICLE IV. STANDARD PROVISIONS**

This Third Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### **§501 *Defaults***

No changes to existing agreement.

### **§502 *Suspension***

No changes to existing agreement.

### **§503 *Termination***

No changes to existing agreement.

### **§504 *Notices of Suspension or Termination***

No changes to existing agreement.

### **§505 *Amendments***

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### **§601 *Complete Agreement***

- A. This Fourth Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or

## **FOURTH AMENDMENT TO AGREEMENT C-136595**

employee of either party shall affect or modify any of the terms and conditions of this Agreement.

- B. This Fourth Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### ***§602 Number of Pages and Attachments***

- A. This Fourth Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Fourth Amendment to the Agreement includes seven (7) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

## **ARTICLE VII CDBG PROVISIONS**

### ***§701 Conditions Precedent to the Execution***

No changes to existing agreement.

### ***§702 Identification of Project Eligibility/National Objectives:***

No changes to existing agreement.

### ***§703 Reporting Requirements***

No changes to existing agreement.

### ***§704 Maintenance of Records***

No changes to existing agreement.

### ***§705 Customer/Applicant Files***

No changes to existing agreement.

### ***§706 Equipment Records***

No changes to existing agreement.

### ***§707 Purchase or Lease of Equipment or Facilities***

No changes to existing agreement.

### ***§708 Accounting Practices***

No changes to existing agreement.

### ***§709 Documentation of Expenditures***

No changes to existing agreement.

### ***§710 Audits and Inspections***

No changes to existing agreement.

### ***§711 Confidentiality of Information***

No changes to existing agreement.

## **FOURTH AMENDMENT TO AGREEMENT C-136595**

- §712 Security Clearance and Tuberculosis Test of Staff and Volunteers**  
No changes to existing agreement.
- §713 Restriction on Disclosures**  
No changes to existing agreement.
- §714 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS**  
No changes to existing agreement.
- §715 INSTALLATION OF FINANCIAL ASSISTANCE SIGN**  
No changes to existing agreement.
- §716 PRESS RELEASES--PUBLIC INFORMATION**  
No changes to existing agreement.
- §717 NOTICE TO CITY OF LABOR DISPUTES**  
No changes to existing agreement.
- §718 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD**  
No changes to existing agreement.
- §719 TECHNICAL ASSISTANCE**  
No changes to existing agreement.
- §720 PROHIBITION OF LEGAL PROCEEDINGS**  
No changes to existing agreement.
- §721 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE**  
No changes to existing agreement.
- §722 FAITH-BASED ACTIVITIES**  
No changes to existing agreement.
- §723 CHILD ABUSE**  
No changes to existing agreement.

**FOURTH AMENDMENT TO AGREEMENT  
C-136595**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

Gang Alternatives Program  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
SueAnn Ballat,  
Executive Director

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

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

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

Contractors Los Angeles Business Tax Registration Certificate Number: 709311-90

Contractors Internal Revenue Service Identification Number: 33-0322451

Contract Number: C-136595-4

# **THIRD AMENDMENT TO AGREEMENT CO136655**

BETWEEN THE CITY OF LOS ANGELES AND HOLLYWOOD BEAUTIFICATION TEAM TO PROVIDE TREE PLANTING/MAINTENANCE SERVICES CITYWIDE.

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

## **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

# **THIRD AMENDMENT TO AGREEMENT CO136655**

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

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

## **ARTICLE I. INTRODUCTION**

### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as The Contractor, known as Hollywood Beautification Team, a California non-profit 501(c) (3) corporation, having its principle office at 1741 Cherokee Ave, Los Angeles, CA 90028.

### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Sharyn Romano, CEO/President  
Hollywood Beautification Team  
1741 N Cherokee Ave  
Los Angeles, CA 90028

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

### ***§103 Independent Contractor***

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this



## **THIRD AMENDMENT TO AGREEMENT CO136655**

Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

### **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

#### **§201 Time of Performance**

*This Third Amendment extends the time of performance by an additional one year and three months. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

#### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

#### **§203 Quality Control Standards**

No changes to existing agreement.

#### **§204 Safety Standards**

No changes to existing agreement.

#### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

#### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

### **ARTICLE III. PAYMENT**

#### **§301 Compensation and Method of Payment**

No changes to existing agreement.

#### **§302 Advance Payment**

No changes to existing agreement.

#### **§303 Modification**

No changes to existing agreement.

#### **§304. Allowable and Unallowable Costs**

No changes to existing agreement.

#### **§305 Withheld Payments**

No changes to existing agreement.

#### **§306 Reversion of Assets**

# **THIRD AMENDMENT TO AGREEMENT CO136655**

No changes to existing agreement.

## **ARTICLE IV. STANDARD PROVISIONS**

This Third Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### ***§501 Defaults***

No changes to existing agreement.

### ***§502 Suspension***

No changes to existing agreement.

### ***§503 Termination***

No changes to existing agreement.

### ***§504 Notices of Suspension or Termination***

No changes to existing agreement.

### ***§505 Amendments***

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### ***§601 Complete Agreement***

- A. This Third Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Third Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### ***§602 Number of Pages and Attachments***

- A. This Third Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Third Amendment to the Agreement includes five (5) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**THIRD AMENDMENT TO AGREEMENT  
CO136655**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

HOLLYWOOD BEAUTIFICATION TEAM  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
SHARYN ROMANO, CEO/President,

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

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

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

Contractors Los Angeles Business Tax Registration Certificate Number: 87-490127

Contractors Internal Revenue Service Identification Number: 95-4358515

Contract Number: CO136655-3

## **FIFTH AMENDMENT TO AGREEMENT C-136662**

BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES CONSERVATION CORPS TO PROVIDE COMMUNITY BEAUTIFICATION SERVICES IN THE CITY OF LOS ANGELES.

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

### **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on July 23, 2021 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to increase the ceiling amount, and

WHEREAS, on March 16, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a Second Amendment to the Agreement to allow the Bureau of Street Services to piggyback on the contract, and

## **FIFTH AMENDMENT TO AGREEMENT C-136662**

WHEREAS, on September 9, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a third amendment to the contract to increase the ceiling amount, and

WHEREAS, on September 27, 2022 the CAO and Mayors Office authorized an increase to the contract up to \$24,000,000, and

WHEREAS, on February 24, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a Fourth Amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

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

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

### **ARTICLE I. INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as the Los Angeles Conservation Corps, a California non-profit 501(c) (3) corporation, having its principle office at 1400 N Spring Street, Los Angeles, CA 90012.

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Wendy Butts, Chief Executive Officer  
Los Angeles Conservation Corps  
1400 N Spring Street  
Los Angeles, CA 90012

## **FIFTH AMENDMENT TO AGREEMENT C-136662**

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

### **§103 Independent Contractor**

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

## **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

### **§201 Time of Performance**

*This Fifth Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

### **§202 Services to be provided by the Contractor**

No change to existing agreement.

### **§203 Quality Control Standards**

No changes to existing agreement.

### **§204 Safety Standards**

No change to existing agreement.

### **§205 Services to be provided by Office of Community Beautification**

No change to existing agreement.

### **§206 Issuance of Notice to Proceed**

No change to existing agreement.

## **ARTICLE III.**

# **FIFTH AMENDMENT TO AGREEMENT C-136662**

## **PAYMENT**

### **§301 *Compensation and Method of Payment***

No changes to existing agreement.

### **§302 *Advance Payment***

No changes to existing agreement.

### **§303 *Modification***

No changes to existing agreement.

### **§304. *Allowable and Unallowable Costs***

No changes to existing agreement.

### **§305 *Withheld Payments***

No changes to existing agreement.

### **§306 *Reversion of Assets***

No changes to existing agreement.

## **ARTICLE IV. STANDARD PROVISIONS**

This Fifth Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### **§501 *Defaults***

No changes to existing agreement.

### **§502 *Suspension***

No changes to existing agreement.

### **§503 *Termination***

No changes to existing agreement.

### **§504 *Notices of Suspension or Termination***

No changes to existing agreement.

### **§505 *Amendments***

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### **§601 *Complete Agreement***

- A. This Fifth Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or

## **FIFTH AMENDMENT TO AGREEMENT C-136662**

employee of either party shall affect or modify any of the terms and conditions of this Agreement.

- B. This Fifth Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### ***§602 Number of Pages and Attachments***

This Fifth Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Fifth Amendment to the Agreement includes six (6) pages which constitutes the entire understanding and agreement of the parties.



**FIFTH AMENDMENT TO AGREEMENT  
C-136662**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

LOS ANGELES CONSERVATION CORPS  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
WENDY BUTTS, Chief Executive  
Officer

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

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

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

City Tax Registration Certificate Number: 615021-66

Internal Revenue Service ID Number: 95-4002138

Contract Number: C-136662-5

## **SECOND AMENDMENT TO AGREEMENT C-136804**

BETWEEN THE CITY OF LOS ANGELES AND NEW DIRECTIONS FOR YOUTH TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF THE NORTHEAST SAN FERNANDO VALLEY AND NORTHEAST LOS ANGELES.

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

### **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a first amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

## **SECOND AMENDMENT TO AGREEMENT C-136804**

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

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

### **ARTICLE I. INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as new Directions For Youth, a California non-profit 501(c) (3) corporation, having its principle office at 7315 Lankershim Blvd, Los Angeles, CA 91605.

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Monica Austin-Jackson, Executive Director  
New Directions For Youth, Inc.  
7315 Lankershim Blvd  
North Hollywood, CA 91605

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

#### ***§103 Independent Contractor***

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this

## **SECOND AMENDMENT TO AGREEMENT C-136804**

Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

### **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

#### **§201 Time of Performance**

*This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

#### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

#### **§203 Quality Control Standards**

No changes to existing agreement.

#### **§204 Safety Standards**

No changes to existing agreement.

#### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

#### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

### **ARTICLE III. PAYMENT**

#### **§301 Compensation and Method of Payment**

No changes to existing agreement.

#### **§302 Advance Payment**

No changes to existing agreement

#### **§303 Modification**

No changes to existing agreement

#### **§304. Allowable and Unallowable Costs**

No changes to existing agreement

#### **§305 Withheld Payments**

No changes to existing agreement

#### **§306 Reversion of Assets**

No changes to existing agreement

# **SECOND AMENDMENT TO AGREEMENT C-136804**

## **ARTICLE IV. STANDARD PROVISIONS**

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### ***§501 Defaults***

No changes to existing agreement.

### ***§502 Suspension***

No changes to existing agreement.

### ***§503 Termination***

No changes to existing agreement.

### ***§504 Notices of Suspension or Termination***

No changes to existing agreement.

### ***§505 Amendments***

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### ***§601 Complete Agreement***

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### ***§602 Number of Pages and Attachments***

- A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes five (5) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT  
C-136804**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

NEW DIRECTIONS FOR YOUTH  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
MONICA AUSTIN-JACKSON,  
Executive Director

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

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

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

City Tax Registration Certificate Number: 111567-49

Internal Revenue Service ID Number: 95-2973008

Contract Number: C-136804-2

# **THIRD AMENDMENT TO AGREEMENT C-136631**

BETWEEN THE CITY OF LOS ANGELES AND NORTHEAST GRAFFITI BUSTERS TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF THE NORTHEAST SAN FERNANDO VALLEY AND NORTHEAST LOS ANGELES.

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

## **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a first amendment to the agreement, and

WHEREAS, on April 19, 2022 the Community Investment For Families Department approved the Project Expenditure Plan for the CleanLA program as part of the CDBG Program Year 47, and

WHEREAS, May 2, 2022 the Mayor's Office signed off on the ceiling increase to the contract, per Executive Directive No. 3, and

# **THIRD AMENDMENT TO AGREEMENT C-136631**

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

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

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

## **ARTICLE I. INTRODUCTION**

### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Northeast Graffiti Busters, a California non-profit 501(c) (3) corporation, having its principle office at 9808 Glenoaks Blvd, Los Angeles, CA 91352.

### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Rogelio Flores, Executive Director  
Northeast Graffiti Busters  
9808 Glenoaks Blvd.  
Sun Valley, CA 91352

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



## **THIRD AMENDMENT TO AGREEMENT C-136631**

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

### **§103 *Independent Contractor***

No changes to existing agreement.

## **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

### **§201 *Time of Performance***

*This Third Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

### **§202 *Services to be provided by the Contractor***

No changes to existing agreement.

### **§203 *Quality Control Standards***

No changes to existing agreement.

### **§204 *Safety Standards***

No changes to existing agreement.

### **§205 *Services to be provided by Office of Community Beautification***

No changes to existing agreement.

### **§206 *Issuance of Notice to Proceed***

No changes to existing agreement.

## **ARTICLE III. PAYMENT**

### **§301 *Compensation and Method of Payment***

No changes to existing agreement.

### **§302 *Advance Payment***

No changes to existing agreement.

### **§303 *Modification***

No changes to existing agreement.

### **§304. *Allowable and Unallowable Costs***

No changes to existing agreement.

# **THIRD AMENDMENT TO AGREEMENT C-136631**

## **§305 *Withheld Payments***

No changes to existing agreement.

## **§306 *Reversion of Assets***

No changes to existing agreement.

## **ARTICLE IV. STANDARD PROVISIONS**

This Third Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### **§501 *Defaults***

No changes to existing agreement.

### **§502 *Suspension***

No changes to existing agreement.

### **§503 *Termination***

No changes to existing agreement.

### **§504 *Notices of Suspension or Termination***

No changes to existing agreement.

### **§505 *Amendments***

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### **§601 *Complete Agreement***

- A. This Third Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Third Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### **§602 *Number of Pages and Attachments***

A. This Third Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Third Amendment to the Agreement includes seven (7) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

# **THIRD AMENDMENT TO AGREEMENT C-136631**

## **ARTICLE VII CDBG PROVISIONS**

- §701 *Conditions Precedent to the Execution***  
No changes to existing agreement.
- §702 *Identification of Project Eligibility/National Objectives:***  
No changes to existing agreement.
- §703 *Reporting Requirements***  
No changes to existing agreement.
- §704 *Maintenance of Records***  
No changes to existing agreement.
- §705 *Customer/Applicant Files***  
No changes to existing agreement.
- §706 *Equipment Records***  
No changes to existing agreement.
- §707 *Purchase or Lease of Equipment or Facilities***  
No changes to existing agreement.
- §708 *Accounting Practices***  
No changes to existing agreement.
- §709 *Documentation of Expenditures***  
No changes to existing agreement.
- §710 *Audits and Inspections***  
No changes to existing agreement.
- §711 *Confidentiality of Information***  
No changes to existing agreement.
- §712 *Security Clearance and Tuberculosis Test of Staff and Volunteers***  
No changes to existing agreement.
- §713 *Restriction on Disclosures***  
No changes to existing agreement.
- §714 *MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS***  
No changes to existing agreement.
- §715 *INSTALLATION OF FINANCIAL ASSISTANCE SIGN***  
No changes to existing agreement.

**THIRD AMENDMENT TO AGREEMENT  
C-136631**

**§716 PRESS RELEASES--PUBLIC INFORMATION**

No changes to existing agreement.

**§717 NOTICE TO CITY OF LABOR DISPUTES**

No changes to existing agreement.

**§718 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD**

No changes to existing agreement.

**§719 TECHNICAL ASSISTANCE**

No changes to existing agreement.

**§720 PROHIBITION OF LEGAL PROCEEDINGS**

No changes to existing agreement.

**§721 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE**

No changes to existing agreement.

**§722 FAITH-BASED ACTIVITIES**

No changes to existing agreement.

**§723 CHILD ABUSE**

No changes to existing agreement.

**THIRD AMENDMENT TO AGREEMENT  
C-136631**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

Northeast Graffiti Busters  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
ROGELIO FLORES, Executive  
Director

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

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

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

City Business Tax Registration Certificate Number: 0002476541-0001-8

Internal Revenue Service ID Number: 91-2150852

Contract Number: C-136631-3

## **SECOND AMENDMENT TO AGREEMENT C-136626**

BETWEEN THE CITY OF LOS ANGELES AND PACIFIC GRAFFITI SOLUTIONS TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF WEST LOS ANGELES AND TO PROVIDE PUBLIC RIGHT-OF-WAY CLEANUP AND OTHER COMMUNITY BEAUTIFICATION SERVICES AS FUNDED.

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

### **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the agreement, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

## **SECOND AMENDMENT TO AGREEMENT C-136626**

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

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

### **ARTICLE I. INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Pacific Graffiti Solutions, a California non-profit 501(c) (3) corporation, having its principle office at 3747 Robertson Blvd., Los Angeles, CA 90232.

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Yvette Neal, CEO  
Pacific Graffiti Solutions  
3747 Robertson Blvd.  
Los Angeles, CA 90232

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

#### ***§103 Independent Contractor***

A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this

## **SECOND AMENDMENT TO AGREEMENT C-136626**

Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

### **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

#### **§201 Time of Performance**

*This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

#### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

#### **§203 Quality Control Standards**

No changes to existing agreement.

#### **§204 Safety Standards**

No changes to existing agreement.

#### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

#### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

### **ARTICLE III. PAYMENT**

#### **§301 Compensation and Method of Payment**

No changes to existing agreement.

#### **§302 Advance Payment**

No changes to existing agreement.

#### **§303 Modification**

No changes to existing agreement.

#### **§304. Allowable and Unallowable Costs**

No changes to existing agreement.

#### **§305 Withheld Payments**

No changes to existing agreement.



## **SECOND AMENDMENT TO AGREEMENT C-136626**

### **§306 *Reversion of Assets***

No changes to existing agreement.

## **ARTICLE IV. STANDARD PROVISIONS**

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### **§501 *Defaults***

No changes to existing agreement.

### **§502 *Suspension***

No changes to existing agreement.

### **§503 *Termination***

No changes to existing agreement.

### **§504 *Notices of Suspension or Termination***

No changes to existing agreement.

### **§505 *Amendments***

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### **§601 *Complete Agreement***

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### **§602 *Number of Pages and Attachments***

- A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes five (5) pages which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT  
C-136626**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

PACIFIC GRAFFITI SOLUTIONS  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
YVETTE NEAL, CEO

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

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

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

City Business Tax Registration Certificate Number: 0002406910-0001-1

Contractors Internal Revenue Service ID Number: 42-1583301

Contract Number: C-136626-2

# **FIRST AMENDMENT TO AGREEMENT C-136632**

BETWEEN THE CITY OF LOS ANGELES AND SYLMAR GRAFFITI BUSTERS TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF THE EAST SAN FERNANDO VALLEY.

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

## **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

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

# **FIRST AMENDMENT TO AGREEMENT C-136632**

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

## **ARTICLE I. INTRODUCTION**

### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Sylmar Graffiti Busters, a California non-profit 501(c) (3) corporation, having its principle office at 12700 Gridley Avenue, Sylmar, CA 91342.

### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Tom Weissbarth, President  
Sylmar Graffiti Busters  
P.O. Box 921294  
Sylmar, CA 91392

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

### ***§103 Independent Contractor***

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

# **FIRST AMENDMENT TO AGREEMENT C-136632**

## **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

### **§201 Time of Performance**

*This First Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

### **§203 Quality Control Standards**

No changes to existing agreement.

### **§204 Safety Standards**

No changes to existing agreement.

### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

## **ARTICLE III. PAYMENT**

### **§301 Compensation and Method of Payment**

No changes to existing agreement.

### **§302 Advance Payment**

No changes to existing agreement.

### **§303 Modification**

No changes to existing agreement.

### **§304. Allowable and Unallowable Costs**

No changes to existing agreement.

### **§305 Withheld Payments**

No changes to existing agreement.

### **§306 Reversion of Assets**

No changes to existing agreement.

# **FIRST AMENDMENT TO AGREEMENT C-136632**

## **ARTICLE IV. STANDARD PROVISIONS**

*This First Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.*

## **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

### **§501 Defaults**

No changes to existing agreement.

### **§502 Suspension**

No changes to existing agreement.

### **§503 Termination**

No changes to existing agreement.

### **§504 Notices of Suspension or Termination**

No changes to existing agreement.

### **§505 Amendments**

No changes to existing agreement.

## **ARTICLE VI. ENTIRE AGREEMENT**

### **§601 Complete Agreement**

- A. This First Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This First Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### **§602 Number of Pages and Attachments**

- A. This First Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This First Amendment to the Agreement includes five (5) pages which constitutes the entire understanding and agreement of the parties.

**FIRST AMENDMENT TO AGREEMENT  
C-136632**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

SYLMAR GRAFFITI BUSTERS  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
TOM WEISSBARTH, President

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

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

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

Contractors Los Angeles Business Tax Registration Certificate Number: 0000727473-0001-2

Contractors Internal Revenue Service Identification Number: 95-4224626

Contract Number: C-136632-1

## **SECOND AMENDMENT TO AGREEMENT C-136591**

BETWEEN THE CITY OF LOS ANGELES AND WEST VALLEY ALLIANCE TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF EAST AND WEST SAN FERNANDO VALLEY AND PROVIDE PUBLIC RIGHT-OF-WAY CLEANUP SERVICES.

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

### **RECITALS**

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

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

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

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

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and



## **SECOND AMENDMENT TO AGREEMENT C-136591**

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

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

### **ARTICLE I. INTRODUCTION**

#### ***§101 Parties to the Agreement***

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as West Valley Alliance, a California non-profit 501(c) (3) corporation, having its principle office at 17436-E Chatsworth Street, Granada Hills, CA 91344.

#### ***§102 Representatives of the Parties and Service of Notices***

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

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

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

The representative of the Contractor shall be:

Daniel Ruiz, CEO/President  
West Valley Alliance  
17436-E Chatsworth St.  
Granada Hills, CA 91344  
P.O. Box 34146  
Granada Hills, CA 91394

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

#### ***§103 Independent Contractor***

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an

## **SECOND AMENDMENT TO AGREEMENT C-136591**

employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

### **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

#### **§201 Time of Performance**

*This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:*

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

#### **§202 Services to be provided by the Contractor**

No changes to existing agreement.

#### **§203 Quality Control Standards**

No changes to existing agreement.

#### **§204 Safety Standards**

No changes to existing agreement.

#### **§205 Services to be provided by Office of Community Beautification**

No changes to existing agreement.

#### **§206 Issuance of Notice to Proceed**

No changes to existing agreement.

### **ARTICLE III. PAYMENT**

#### **§301 Compensation and Method of Payment**

No changes to existing agreement.

#### **§302 Advance Payment**

No changes to existing agreement.

#### **§303 Modification**

No changes to existing agreement.

#### **§304. Allowable and Unallowable Costs**

No changes to existing agreement.

#### **§305 Withheld Payments**

No changes to existing agreement.

## **SECOND AMENDMENT TO AGREEMENT C-136591**

### **§306 *Reversion of Assets***

No changes to existing agreement.

### **ARTICLE IV. STANDARD PROVISIONS**

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A, are incorporated herein by this reference.

### **ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS**

#### **§501 *Defaults***

No changes to existing agreement.

#### **§502 *Suspension***

No changes to existing agreement.

#### **§503 *Termination***

No changes to existing agreement.

#### **§504 *Notices of Suspension or Termination***

No changes to existing agreement.

#### **§505 *Amendments***

No changes to existing agreement.

### **ARTICLE VI. ENTIRE AGREEMENT**

#### **§601 *Complete Agreement***

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

#### **§602 *Number of Pages and Attachments***

A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes six (6) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT  
C-136591**

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

THE CITY OF LOS ANGELES,  
A Municipal Corporation

WEST VALLEY ALLIANCE  
A California non-profit agency

By: \_\_\_\_\_  
AURA GARCIA, President  
Board of Public Works

By: \_\_\_\_\_  
DANIEL RUIZ, CEO/President

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

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

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
EDWARD M. JORDAN  
Assistant City Attorney

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

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

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

Contractors Los Angeles Business Tax Registration Certificate Number: 0000996903-0001-6

Contractors Internal Revenue Service Identification Number: 95-4726917

Contract Number: C-136591-2

## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

## 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 # C-136804. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **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.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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



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

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

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

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