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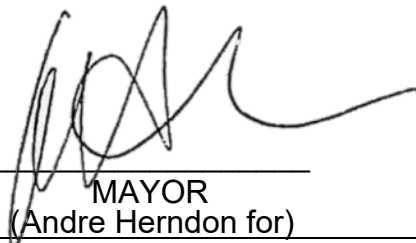
TRANSMITTAL

TO The Council	DATE 10/11/2022	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Proposed Second Amendment to Contract No. C-127106 with IBI Group for On-Call Consulting Services in Parking, Transit, Transportation, and Urban Planning and Design

Approval of authority for the Los Angeles Department of Transportation to execute the above amendment with the contractor named above.

Transmitted for further processing. Please see the attached City Administrative Officer report.



MAYOR
(Andre Herndon for)

MWS:SAM:06230019t
CAO 649-d

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

To: Mayor	Date: 10-06-22	C.D. No. All	CAO File No.: 0150-12151-0000
Contracting Department/Bureau: Los Angeles Department of Transportation (LADOT)		Contact: Ricardo Estrada (213) 473-9193	
Reference: LADOT transmittal dated July 10, 2022, referred for report on July 22, 2022			
Purpose of Contract: On-call consultant services in the service areas of parking operations and facilities, transit services, transportation planning and safety education, and urban planning and design.			
Type of Contract: () New contract (X) Amendment, Contract No. C-127106		Contract Term Dates: February 24, 2016 - February 23, 2024 (Eight years)	
Contract/Amendment Amount: \$0 (no committed funding for on-call contracts available for task orders)			
Proposed amount \$0 + Prior award(s) \$0 = Total \$0			
Source of funds: Not applicable			
Name of Contractor: IBI Group, a California Partnership			
Address: 537 South Broadway, Suite 500, Los Angeles, CA 90012			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed			X
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: N/A%			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION


That the Council authorize the General Manager of the Los Angeles Department of Transportation (LADOT), or designee, to execute a Second Amendment to the contract with IBI Group (Contract No. C-127106) for on-call consultant services in the areas of parking operations and facilities, transit services, transportation planning and safety education, and urban planning and design in order to:

- 1) Extend the contract term retroactively by four years through February 23, 2024 for a total contract term of eight years;
- 2) Update the City's representative at LADOT in the Contract; and,
- 3) Update the Standard Provisions for City Contracts (revised October 2021).

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests approval to execute a Second Amendment to the contract with IBI Group (Contract No. C-127106) to

- extend the term retroactively to February 23, 2024 for on-call consultant services in the areas of parking, transit, transportation planning and safety education, and urban planning and design;

Shafia Mir		 City Administrative Officer
SAM	Analyst	06230019

- update the City's representative at LADOT in the contract; and,
- update the Standard Provisions for City Contracts (revised October 2021).

In 2015, LADOT released a Request for Qualifications (RFQ) for on-call professional consultant services in various service areas. In February 2016, contracts were executed with 96 firms for terms of three years each with Mayoral approval only as the terms did not exceed three years per contract. One of those firms is IBI Group which is included under the Parking Operations and Facilities, Transit Services, Transportation Planning and Safety Education, and Urban Planning and Design service areas in the list of on-call consultants. LADOT executed the original contract with IBI Group (Contract No. C-127106) to be effective on February 24, 2016 for a term of three years. Upon expiration of the contract in February 2019, due to pending Task Orders which needed to be completed, LADOT received Mayor and Council approval to execute a First Amendment with IBI Group to extend the term for one year through February 23, 2020 and update the Standard Provisions for City Contracts (revised as of October 2017) (C.F. 19-0147).

The LADOT states that in August 2017, the Department executed a Task Order Agreement with IBI Group (Task Order T-006) for the Taxicab, Ambulance, Vehicle for Hire Information System (TAVIS) Development project. LADOT issued a change order request on Task Order T-006 in February 2019 due to changes and additional tasks needed relative to the TAVIS system and its functionality. LADOT states that while most of the tasks have been completed, there have been delays and additional work that is needed from the contractor. Therefore, extension of the contract is needed to complete the remaining work in the task order. The current contract agreement for on-call consultant work expired in February 2020 and the attached draft Second Amendment provided by LADOT includes a ratification provision allowing for the reimbursement of any approved work performed by the contractor prior to the execution of the Second Amendment to extend the contract term. Execution of the Second Amendment would retroactively provide a continuous contract term from February 2016 through February 2024.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of the contract exceeds three years.

BACKGROUND

The LADOT uses TAVIS to manage permitting, invoicing, and enforcement of private operators of taxicab, ambulance, non-ambulatory, and public transportation service companies in the City public right-of-way. The system allows LADOT to collect trip and other data relative to the operations of permitted transportation companies and to monitor and assess compliance of the private operators. TAVIS is also used to generate and submit invoices to collect permit fee revenues. LADOT states that the Change Order to Task Order T-006 with IBI Group in February 2019 was necessary to address software adjustments and changed business processes impacting TAVIS. The impact of the COVID-19 pandemic caused delays in the completion of the work. The project was impacted when LADOT lost key Department staff, including its TAVIS project manager and other subject matter experts, due to the Separation Incentive Program in the 2020-21 Fiscal Year.

The LADOT states that a number of new and changed processes and developments require adjustments and changes in TAVIS performed by the contractor. These include:

- inclusion of additional for-hire modes of transportation and services requiring changes in TAVIS workflow,

- reporting and analytics enhancements,
- transition to a different Citywide payment processing system,
- updated City cybersecurity and compliance requirements, and
- integration of qualified services with the City's AngelenoConnect platform (Mayor Garcetti Executive Directive 29 – Contactless and People-Centered City Initiative)

As a result, the extension of the IBI Group contract term is needed to allow the completion of pending task and change orders and the implementation of these necessary changes so that TAVIS can continue to provide effective monitoring, tracking and invoicing related to permitted private transportation operators. The Department has an invoice from IBI Group for Task Order T-006 in the amount of \$64,296 for completed TAVIS enhancement work. Payment of the invoice is pending execution of the Second Amendment to extend the term of the contract and is to be paid as follows: \$47,844 from current encumbrances of 2016-17 Proposition A Local Transit Assistance Fund, Account 94N429 (Transit Operations Consultant), and the remaining \$16,452 from 2022-23 General Fund. The Department anticipates an additional \$751,134 (including a 10 percent contingency) in contract work for Task Order T-006 from 2022 through 2024 and states that a total of \$1,328,736 is estimated to be available in Special Fund revenues in Budget Fiscal Years 2022 through 2024 as follows:

\$308,736 – Scooter Trip Fees (Permit Parking Program Revenue Fund)
\$920,000 – Technology Fees (estimates)
\$100,000 – Proposition A Local Transit Assistance Fund

FISCAL IMPACT STATEMENT

Approval of the recommendation in this Report will have no fiscal impact. No funding is provided directly for on-call contracts. The Los Angeles Department of Transportation (LADOT) states that funding for the contract work that has been completed and invoiced to the Department on the current open Task Order with IBI Group will be paid from 2016-17 Proposition A Local Transit Assistance Fund appropriations and 2022-23 General Fund appropriations. LADOT states that additional work in the Task Order will be paid from anticipated Special Fund revenues. The continued operation of the Taxicab, Ambulance, Vehicle for Hire Information System (TAVIS) enables LADOT to collect revenues for services provided by the Department which has a positive impact on the General Fund. Should the recommendation in this Report not be approved, the pending necessary enhancements and updates to TAVIS would not occur, potentially causing delays in the collection of General Fund revenue for services.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that no funding is provided directly for the on-call contract with IBI Group and funding for Task Orders for on-call contractors is identified from available funds as needed.


Attachment 2: Draft Second Amendment to Contract No. 127106 (IBI Group)
Attachment 3: Standard Provisions for City Contracts (as of October 2021)

MWS:SAM:06230019

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: July 20, 2022

To: The Honorable Eric Garcetti, Mayor
Attention: Heleen Ramirez, Legislative Coordinator

From: Connie Llanos, Acting General Manager 
Department of Transportation

Subject: **AMENDMENT TO AGREEMENT C-127106 BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND IBI GROUP, INC. FOR EXTENSION OF CONTRACT TERM**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to execute an amendment to Agreement C-127106 with IBI Group, Inc. (IBI) to extend the contract term for 48 months. The current contract expires on February 23, 2020 and the contract amendment is needed to allow the completion of work for active tasks under the same terms and conditions of the current contract.

RECOMMENDATION

That the Council, subject to concurrence by the Mayor:

1. Approve and authorize LADOT to execute a Second Amendment to Agreement C-127106 with IBI Group, Inc. to allow the contractor to complete the active task and change orders with the same terms and conditions as the original contract.
2. Approve an extension of Agreement C-127106 for an additional 48 months through February 2024.

BACKGROUND

On February 24, 2016, LADOT entered into a three-year contract for the Taxicab, Ambulance, Vehicle for Hire Information System (TAVIS) Development project with On-Call Services Consultant IBI Group (City of Los Angeles Task Order # T-006). On February 27, 2019, Council approved the first amendment extending the contract term to February 23, 2020 to address changing requirements.

While most of the tasks in T-006 are completed, additional time is needed to complete pending tasks, urgent software adjustments, and address additional requirements to accommodate Council-approved changes to some of LADOT For-Hire Permitting business processes including:

Transition to JP Morgan Payment Processing

The transition to the JP Morgan payment processing system is urgently needed to ensure TAVIS will continue to collect For-Hire Permitting revenues including online permitting revenues, in accordance with the Payment Card Industry (PCI) Data Security Standard (DSS).

Changes in Business Processes and Inclusion of Additional For-Hire Modes of Transportation and Delivery Services

Changes in business processes including a transition to an open-permitting system for taxicabs along with the addition of other For-Hire modes of transportation and delivery services including but not limited to E-Scooters and E-Bikes, Personal Delivery Devices, E-Cargo Delivery Bikes, Moped Share Vehicles, and Urban Air Mobility, necessitates the need for TAVIS workflow changes,

Mayor's Executive Directive No. 29 – Contactless and People-Centered City Initiative

Implement Council-approved changes per the Mayor's Directive #29, to some of LADOT For Hire Permitting business processes that have arisen since TAVIS deployment which need to be added to current tasks to accommodate Contactless and People-Centered staff and customer access to TAVIS. Move TAVIS System Hosting to City Cloud Tenant.

TAVIS Software Adjustments

LADOT identified a number of software adjustments to the existing TAVIS workflows urgently needed to fully meet its changing requirements.

Business Reporting Module, Ad-Hoc Analytics and KPIs

Over the past year, LADOT identified a number of business reporting requirements to meet compliance reporting obligations; and to add data analytics capabilities to quickly respond to inquiries from elected offices and the public.

LADOT executed task order T-006 on August 25, 2017 and issued a change order request in February 2019 to address software adjustments as well as changing business processes. The Change Order provides additional functionality for permitting, vehicle processing, business reporting, billing and accounting reports, and addresses some Cybersecurity and compliance issues.

The TAVIS system is essential to:

1. Permitting, Invoicing and Enforcement: TAVIS is the only system the City uses to manage permitting and enforcement of private operators including taxicab, ambulance, non-ambulatory, public transportation service companies on the public right-of-way.
2. Public safety: Permitting of For Hire companies, drivers, and attendants is essential to preserving the safety of the public as they seek transportation services in the City. The system collects information on For Hire companies, drivers and attendants, maintains vehicle and permit history, schedules and maintains vehicle inspection data, and allows staff to monitor DMV records of drivers and attendants.
3. Revenue Generation: LADOT calculates invoices and charges companies based on the information in the program. The For Hire companies are invoiced directly and they pay the invoices through the TAVIS customer portal.
4. Helping LADOT to manage public facing contact by streamlining actions and allowing staff to limit public interactions, thereby reducing exposure to coronavirus and its variants.

Reason for Extension:

- The Department lost key staff including its TAVIS project manager and other subject matter experts

due to the Separation Incentive Program (SIP).

- The City's transition from Elavon to JP Morgan requires immediate software adjustments to the TAVIS Financial Manager Module to ensure proper revenue processing and cost accounting for all For Hire Permitting revenue sources.
- TAVIS software adjustments are urgently needed to ensure the recent business process changes are included in TAVIS.
- Additional changes to TAVIS are needed to ensure adherence to recent City cybersecurity and compliance requirements.
- ITA recently introduced the new AngelenoConnect platform in response to Executive Directive No. 29, Contactless and People-Centered City Initiative with the premise to provide safe and easy access to City services. The contract amendment would provide the additional time needed to integrate the qualified services with the City's AngelenoConnect platform.

LADOT requests authority to execute the attached second amendment to extend the current agreement up to an additional 48 months from February 2020 to February 2024. LADOT shall terminate the extension as soon as the new operating agreement is executed and the transition period ends, if applicable. If the contract is not renewed, the City will not be able to process driver, attendant, company and vehicle permits as well as delay payment collection. This would hinder the automatic operations and would force the Department into manual processing of permits, which would create a backlog that could potentially stretch for months to a year.

FISCAL IMPACT

The Los Angeles Department of Transportation utilizes budgeted or special funds including General Fund 100, Dockless Fund 49C, Prop A (10%) Fund 385 for the Tasks Orders of Solicitation discussed within this report. Implementation of projects is contingent upon the Department securing necessary funds prior to engaging any contractor. Funding for the ongoing Task Order is encumbered and completion of the work can be achieved within the current Task Order budget. The Department is also considering repurposing some of the IT budget to fund integration with the AngelenoConnect platform.

Attachments:

Second Amendment to Agreement for On-Call Professional Consulting Services

SECOND AMENDMENT

TO

AGREEMENT C-127106

BETWEEN

THE CITY OF LOS ANGELES

AND

IBI GROUP, A CALIFORNIA PARTNERSHIP

FOR

ON-CALL PROFESSIONAL CONSULTING SERVICES

**SECOND AMENDMENT TO AGREEMENT
C-127106 BETWEEN
THE CITY OF LOS ANGELES
AND
IBI GROUP, A CALIFORNIA PARTNERSHIP
FOR
ON-CALL PROFESSIONAL CONSULTING
SERVICES**

THIS SECOND AMENDMENT to Agreement C-127106 between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by and through the Department of Transportation (hereinafter referred to as “LADOT”), and IBI GROUP, A CALIFORNIA PARTNERSHIP (hereinafter referred to as “Consultant”), referred to collectively as “Parties” and individually as “Party,” is entered into with reference to the following:

WITNESSETH

WHEREAS, on June 23, 2015, LADOT issued a Request for Qualifications (RFQ) seeking consultants to provide professional consulting services, in various service categories, on an as-needed basis; and

WHEREAS, LADOT determined that the Consultant possess the requisite skills, technologies, and proficiencies and agreed to place the Consultant in one or more service categories on the professional consultant services bench list according to Consultant’s area of specialty; and

WHEREAS, the Parties entered into Agreement C-127106 for a three (3) year term beginning February 24, 2016, through February 23, 2019, wherein Consultant agreed to provide professional consultant services in their respective service category; and

WHEREAS, on February 27, 2019, the Parties entered into the First Amendment to Agreement C-127106 to: a) extend the term of the agreement for one (1) additional year through February 23, 2020; b) update City’s representative for the agreement; c) update the City’s Standard Provisions for City Contracts (Rev. 10/17) [v.3]; and d) add contracting language as required by ordinance of all City contracts; and

WHEREAS, the Consultant has a few different entities under which they operate, and several are new since they last executed a contract with LADOT. “A California Partnership” is now the entity they use for most contracts executed with California clients; and

WHEREAS, LADOT requires the assistance of the Consultant to migrate TAVIS to the City Azure environment which would reduce the total contract cost by approximately forty-five thousand dollars (\$45,000) and reduce the long-term total cost of ownership; and

WHEREAS, The City also requires further software adjustments to TAVIS to support future modes of transportation and delivery services including but not limited to Personal Delivery Devices, E-Cargo Delivery Bikes, Moped Share Vehicles like Robot Delivery and Urban Air Mobility; and

WHEREAS, the services required are of a professional and expert quality; and

WHEREAS, the Consultant has ongoing projects from specific task orders released by the City that require additional time to complete; and

WHEREAS, LADOT desires in this Second Amendment to Agreement C-127106 to: a) extend the term of the agreement for four (4) additional years through February 23, 2024; b) update City's representative for the agreement; c) update the City's Standard Provisions for City Contracts (Rev. 10/21) [v.4]; e) add contracting language as required by ordinance of all City contracts; and incorporation of Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Section 1, TERM**, is hereby amended in its entirety, and subsection 1.1 "Ratification" is hereby added to read as follows:

The Initial Term of this Agreement shall commence on February 24, 2016 ("Effective Date") and will terminate on February 23, 2024, unless otherwise terminated by the City in accordance with the termination provision in SECTION 12, TERMINATION AND SUSPENSION, of this Agreement.

1.1 Ratification. The Contractor may have provided prior services to the City of Los Angeles under the terms of an executed Agreement which included a requirement to adhere to the City's Standard Provisions for City Contracts. To the extent that the Contractor provided services to the City prior to the execution of this extension, and the Contractor's services were performed in accordance with the terms and conditions of this extension and the original Agreement, including the City's Standard Provisions for City Contracts, those services are hereby ratified.

2. **SECTION 12, TERMINATION AND SUSPENSION**, Subsection A, First Paragraph is hereby amended in its entirety to read as follows:

TERMINATION FOR CONVENIENCE. CITY will have the right to terminate this Agreement, in whole or in part, for its convenience at its sole discretion upon ten (10) days written notice to Consultant. Such a termination will become effective on the tenth day after the date of the foregoing notice. This Section supersedes the Termination Clause (PSC-9) of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] (Appendix B).

3. Effective the date of attestation by the City Clerk of this Second Amendment, all references to Dick Wong or Angela De La Rosa throughout the Agreement are hereby deleted and replaced with the following: "Ricardo Estrada".

4. **Section 16. NOTICES, Subsection (A) ADDRESSES**, is hereby amended in its entirety to read as follows:

The following addresses will serve as the places to which all notices and other correspondence

between the Parties will be sent:

Consultant: IBI Group, a California Partnership
537 South Broadway, Suite 500
Los Angeles, CA 90013

Seleta J. Reynolds
General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

With copies to:

Irene Sae Koo
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

5. **Section 18, STANDARD CITY REQUIREMENTS**, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the City, the Consultant agrees to abide by the Standard Provisions for City Contracts (Rev. 10/21) [v.4], attached hereto and incorporated herein as **Appendix B**.

6. Effective the date of attestation by the City Clerk of this Second Amendment, the Agreement is hereby amended by adding a new **Section 23, Additional Requirements**, with Subsections 23.1 Municipal Lobbying Ordinance, 23.2 Disclosure of Border Wall Contracting Ordinance, 23.3 Contractor Performance Evaluation Ordinance, and 23.4 COVID-19 Vaccination Ordinance to read as follows:

Section 23, Additional Requirements

1. Municipal Lobbying Ordinance

The Consultant is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by consultants that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

2. Disclosure of Border Wall Contracting Ordinance

The Consultant shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The City may terminate this Agreement at any time if City determines that Consultant failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

3. Contractor Performance Evaluation Ordinance

At the end of this Agreement, the City will conduct an evaluation of the Consultant's performance. The City may also conduct evaluations of the Consultant's performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Consultant assigns to the contract. A Consultant who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Consultant, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

4. COVID-19 Vaccination

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Consultant and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, "Consultant Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, Consultants, 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 fourteen (14) or more days have passed since Consultant 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 Consultant Personnel to perform In-Person Services, Consultant shall obtain proof that such Consultant Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Agreement. Consultant shall grant medical or religious exemptions ("Exemptions") to Consultant Personnel as required by law. If Consultant wishes to assign Consultant Personnel with Exemptions to perform In-Person Services, Consultant shall require such Consultant Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by consultant. If Consultant 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, Consultant shall immediately notify City if Consultant 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.

7. The existing **SECTION 20, MISCELLANEOUS**, is hereby renumbered to **SECTION 24, ORDER OF PREFERENCE** and is amended to read as follows:

Section 24, ORDER OF PRECEDENCE, This Agreement, and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Consultant. In the event of any inconsistencies between the bodies of this Agreement and attachments, the order of precedence will be as follows:

1. This Agreement between the City of Los Angeles and IBI GROUP INC. and its Amendments
 2. Standard Provision for City Contracts (Rev. 10/21) [v.4] – Appendix B
8. Except as herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

IBI Group, a California Partnership

By: _____

Seleta J. Reynolds
General Manager
Department of Transportation

By*: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By**: _____

By: _____

Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

NOTE: If Consultant is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

By: _____

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the

Date: _____

City Agreement Number: C-127106-2

Council File Number: 19-0147

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC _____ Statutory

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

____ **General Liability** _____

☐ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

____ **Pollution Liability** _____

☐

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

____ **Crime Insurance** _____

Other: _____

STANDARD PROVISIONS

FOR CITY CONTRACTS (Rev. 10/21) [v.4]