

June 6, 2017

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

May 17, 2017

TO: Board of Fire Commissioners

BOARD OF FIRE COMMISSIONERS  
FILE NO. 17-068

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH INTERNATIONAL CODE COUNCIL, INC. FOR  
SERVICES RELATED TO THE LOS ANGELES FIRE CODE

FINAL ACTION: ☐ Approved  
☐ Denied

☐ Approved w/Corrections  
☐ Received & Filed

☐ Withdrawn  
☐ Other

## SUMMARY

In 2013 the City of Los Angeles adopted a Los Angeles Fire Code based on the international and California models. One of the requirements of the California Health and Safety Code is that after the State adopts its new code every three years, then local jurisdictions must adopt any amendments they intend to have to that code. In January 2016 California adopted the 2016 California Fire Code. It was published July 1, 2016 and went into effect January 1, 2017. On May 10, 2017 the Los Angeles City Council approved the Ordinance to adopt the 2017 version of the Los Angeles Fire Code.

The Los Angeles Fire Code adopts the California Fire Code and many sections of the International Fire Code by reference. Without having a published Los Angeles Fire Code, the codes become very difficult to use for both our members and the public.

The International Code Council (ICC) is a sole-source provider of the State of California Fire Code. The Department desires to enter into an Agreement with ICC for a period not exceed three years from the date of execution, to produce the 2017 Los Angeles Fire Code, which the Department and the general public will be able to procure directly from the ICC.

## RECOMMENDATION

That the Board:

1. Approve and authorize the Fire Chief to execute the attached Agreement with the International Code Council for services related to the production and publishing of the 2017 Los Angeles Fire Code which has been adopted as the Los Angeles Fire Code.
2. Transmit the Agreement with International Code Council to the Mayor in accordance with Executive Directive 3.

**FISCAL IMPACT**

Funding to pay for the Los Angeles Fire Code will come from the Department's 006020 account.

**DISCUSSION**

The "Los Angeles Fire Code" establishes the standards of protection through new construction and maintenance of properties, businesses and buildings for the citizens and firefighters of Los Angeles. Los Angeles has a very diverse and complex set of risk factors ranging from the wild land interface to the high-rise buildings and industrial complexes. Having a current fire code to reference and enforce allows the Department to provide the level of service demanded and promote economic growth and safety.

Board Report prepared by Scott Miller, Commander, Public Assemblage Unit, and Rosemarie Barraza, Senior Management Analyst, Fire Marshal's Office.

Attachment

AGREEMENT NO. \_\_\_\_\_

between

THE CITY OF LOS ANGELES

and

INTERNATIONAL CODE COUNCIL, INC.

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**LIST OF EXHIBITS**

- EXHIBIT A – MUNICIPAL LOBBYING ORDINANCE CEC FORM 50
- EXHIBIT B – CHARTER §470 (c)(12) CEC FORM 55
- EXHIBIT C – STANDARD PROVISIONS FOR CITY CONTRACTS

AGREEMENT NO. \_\_\_\_\_  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
INTERNATIONAL CODE COUNCIL, INC.

This Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and International Code Council, Inc. (hereinafter referred to as "ICC"), a California corporation, with reference to the following:

WHEREAS, LAFD is in the process of adopting by ordinance the Official City of Los Angeles Fire Code Amendments to the State of California Fire Code; and

WHEREAS, LAFD desires ICC to produce and deliver the 2017 Official City of Los Angeles Fire Code Amendments to the State of California Fire Code; and

WHEREAS, LAFD utilizes materials created and procured by ICC, including the State of California Fire Code for its Official City of Los Angeles Fire Code Amendments; and

WHEREAS, ICC is a sole-source provider of the State of California Fire Code; and

WHEREAS, LAFD and ICC agree to the terms as set forth herein; and

NOW, THEREFORE, the parties hereby covenant and agree as follows:

**1. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE**

**1.1. Parties**

The Parties to this Agreement are:

City – The City of Los Angeles, a municipal corporation, acting by and through its Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California 90012.

Contractor – International Code Council, a California corporation, having its principal office at 3060 Saturn Street, Suite 100, Brea, California 92821.

## 1.2. Representatives

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

- 1.2.1. The City's Representatives will be as follows, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, Room 1800  
Los Angeles, California 90012

With copies to:

Scott Miller, Captain I  
Fire Prevention and Public Safety Bureau  
Los Angeles Fire Department  
200 North Main Street, Room 1700  
Los Angeles, California 90012

And

Oscar Salgado, Fire Protection Engineer  
Fire Prevention and Public Safety Bureau  
Los Angeles Fire Department  
200 North Main Street, Room 1700  
Los Angeles, California 90012

- 1.2.2. The Contractor's representative will be as follows, unless otherwise stated in this Agreement:

Mark A. Johnson,  
Executive Vice President and Director of Business Development  
International Code Council - Western Regional Office  
3060 Saturn Street, Suite 100  
Brea, California 92821

## 1.3. Notices

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

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

## **2. TERM OF AGREEMENT**

The term of this Agreement shall begin on June 16, 2017 and shall expire on June 15, 2020, unless earlier terminated or extended by the parties in writing. This Agreement will become effective upon signatures of all parties and attestation by the City Clerk.

To the extent ICC may have begun performance of the services before date of execution at the City's request and due to the immediate needs, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement.

## **3. SCOPE OF SERVICES**

3.1. ICC will be responsible for publishing, typesetting, editing, proofing, graphic designing, printing, and distributing the 2017 Official City of Los Angeles Fire Code Amendments.

3.2. Beyond the publishing services for the City of Los Angeles Fire Code Amendments, ICC shall provide one-hundred (100) units for each of the following deliverables:

3.2.1. Custom City of Los Angeles three-ring (3-ring) binder;

3.2.2. Copy of the 2017 Official City of Los Angeles Fire Code Amendments printed on seven-hole (7-hole) yellow stock paper;

3.2.3. Copy of 2016 California Fire Code ("CFC") fillers printed on white stock paper;

3.2.4. Electronic copy of 2017 City of Los Angeles Fire Code Amendments that is fully integrated with the 2016 California Fire Code ("Full Code-PDF") in PDF format, on a CD-ROM.

3.2.4.1. ICC hereby grants the City a royalty paid irrevocable, perpetual license permitting City to post the Full Code-PDF on its computer system for internal use by City and LAFD employees.

3.2.4.2. The Parties agree the content of this Full Code-PDF shall not be commercially reproduced or distributed without proper copyright permission and approval from ICC. City may excerpt code provisions from the Full Code-PDF and use excerpts on City business documents including, but not limited to, the plan

check review process and permits issued by the LAFD. In addition, LAFD will make the Full Code-PDF available on LAFD's official website [www.LAFD.org](http://www.LAFD.org).

3.2.4.3. ICC, to further the City's desire to provide unencumbered access to the public, will make the 2017 Official City of Los Angeles Fire Code Amendments (fully integrated with the base 2016 CA Fire Code) available to the public free of charge. The public can view the Full Code-PDF at a designated website address by ICC's choosing, which the LAFD must agree with, and maintain such access for a period of not less than three (3) years or until the 2017 Official City of Los Angeles Fire Code Amendments are replaced by future amendments, whichever is greater. ICC agrees the LAFD may create links on its websites that point the public to the ICC website that contains the 2017 Official City of Los Angeles Fire Code Amendments and the 2016 California Fire Code.

3.3. For the term of this Agreement, ICC, on behalf of the City, will act in the capacity of distributor of the 2017 Official City of Los Angeles Fire Code Amendments and provide all support services related to the warehousing, inventorying, order processing and marketing of these publications.

3.4. For the term of this Agreement, the City consents for ICC to offer for sale and distribution, the 2017 Official City of Los Angeles Fire Code Amendments in any electronic format of ICC's choosing, including, but not limited to, CD-ROM, eBook, and PDF.

3.5. ICC will make the 2017 Official City of Los Angeles Fire Code Amendments (printed format) available to the public for purchase no later than 60 calendar days after materials are provided to the City.

3.6. In lieu of annual compensation to the City of Los Angeles for its intellectual property (copyrightable materials and trademarks), ICC will extend a 2% price discount of the contract price to the City.

3.7. The LAFD may, after review and with written approval, allow ICC to insert a marketing piece in the 2017 Official City of Los Angeles Fire Code Amendments advertising related products and/or services.

#### **4. COMPENSATION AND METHOD OF PAYMENT**

The ICC will bill the LAFD at the following rates and charges:



- 4.1. The LAFD shall compensate ICC in accordance with Table 1: Cost Breakdown, for all of the services and deliverables mentioned in this Agreement. The breakdown is as follows:

Table 1: Cost Breakdown

Description	Unit Cost	QTY	Total
1) Publishing Services for the 2017 City of Los Angeles Fire Code Amendments. <i>*see Section 2.A for full detail of publishing services. ** Non-taxable</i>			\$10,000.00
2) Free Public Access web site. <i>* see Section 2.C.ii.c for details. ** Non-taxable</i>			\$13,000.00
3) 2017 Official City of Los Angeles Fire Code Amendments	\$29.00	100	\$2,900.00
4) 2017 City of Los Angeles Fire Code Binders	\$25.00	100	\$2,500.00
5) 2016 CA Fire Code Filler	\$102.50	100	\$10,250.00
6) 2017 Official City of Los Angeles Fire Code Amendments (PDF) on CD (100 sets)	\$72.00	100	\$7,200.00
Contract Subtotal			\$45,850.00
Shipping and Handling Charges			\$1,546.00
Sales Tax (9%)			\$2,056.50
2% discount			(\$917.00)
<b>Total</b>			<b>\$48,535.50</b>

- 4.2. ICC shall invoice City for services upon completion and delivery of each deliverable to the LAFD. Invoice(s) shall be payable within net thirty (30) days of the delivery of each deliverable.
- 4.3. LAFD acknowledges that the sales tax in Table 1: Cost Breakdown is only an estimate. The LAFD is responsible to pay the sales tax rate in effect at the time of payment to ICC. ICC is responsible for the payment of all taxes to the State of California.
- 4.4. ICC will not bill the LAFD or City for any additional costs not identified in Table 1 above, except for adjustments to the amount listed for Sales Tax, as provided for in Section 4.3. Any changes to the services or deliverables that result in incurring additional costs or fees must be approved by written amendment to this Agreement pursuant to PSC-6 of Exhibit A - Standard Provisions for City Contracts (Rev. 3/09), attached hereto.

## 5. INVOICES

- 5.1. ICC shall submit invoices to the City, in whole or in part if so agreed, when an agreed upon deliverable or task is completed.

5.2. Payment of invoices shall be subject to approval by the LAFD. No payment shall be made for any incidental expense.

5.3. ICC's invoices must conform to City standards and include, at a minimum, the following information:

- 5.3.1. Name and address of ICC;
- 5.3.2. Name and address of the City department being billed;
- 5.3.3. Date of the invoice and the deliverable provided;
- 5.3.4. Reference to the contract number for this Agreement;
- 5.3.5. Description of the services performed and the amount due for the services;
- 5.3.6. Payment terms, total due and due date;
- 5.3.7. Certification by a duly authorized officer;
- 5.3.8. Remittance Address (if different from ICC's address);
- 5.3.9. ICC's State of California Sales and Use Tax Permit Number; and
- 5.3.10. ICC's City of Los Angeles Business Tax Registration Certificate Number.

5.4. All invoices shall be submitted on ICC's letterhead, contain ICC's official logo, or contain other unique and identifying information such as name and address of ICC. Evidence that tasks have been completed, in the form of a report, brochure, signed delivery receipt, computer printout or photograph, shall be attached to all invoices. Invoices shall be submitted within thirty (30) days of performance or delivery of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAFD.

5.5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of ICC. The City will not compensate ICC for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

5.6. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter §262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

## **6. LICENSES GRANTED**

6.1. The LAFD and City hereby grant ICC an exclusive, revocable license and right to publish, distribute and sell the 2017 Official City of Los Angeles Fire Code Amendments for the term of this Agreement.

6.2. The LAFD and City hereby grant ICC an non-exclusive, non-transferable license to use the following City trademarks in the publication and promotion of the 2017 Official City of Los Angeles Fire Code Amendments:

6.2.1. City Seal;

6.2.2. "2017 Official City of Los Angeles Fire Code Amendments (and City Seal)"™

6.3. A trademark notice of "TM" shall be affixed to the upper right-hand-side of the publication name "2017 Official City of Los Angeles Fire Code Amendments" where the title appears.

6.4. All rights not expressly granted are reserved by the City.

## **7. OWNERSHIP**

7.1. It is understood and agreed that all materials created in the course of providing the services described in Section 3. SCOPE OF SERVICES are being developed by ICC for the sole and exclusive use of the LAFD and City, and that the City will be deemed the sole and exclusive owner of all right, title, and interest therein, including those of intellectual property. The ICC may not use or otherwise make public in any manner, either for profit or not for profit, any of the information or documentation without the prior written consent of the City, except pursuant to license granted under this Agreement.

In the event that it should be determined that the City does not own the copyright of any of materials, in part or in whole, ICC will and hereby does assign to the City for no additional consideration, all rights, titles, and interests that the ICC may possess in these materials, including, but not limited to, all copyright and other intellectual property rights in these materials.

7.2. The ICC retains all rights, including copyrights, trademarks, patents or other proprietary rights, in all International Codes, including without limitation, the International Fire Code, and those portions of the 2017 Official City of Los Angeles Fire Code that are based on the International Codes . City of Los Angeles owns and retains all rights and title in the 2017 Official City of Los Angeles Fire Code Amendments including all copyrights, trademarks, patents or other proprietary rights in the 2017 Official City of Los Angeles Fire Code Amendments, except for any portion or portions of the International Codes or Title 24 Part 9 that are included therein.

7.3. The requirements of Section 3.6. and Section 6. LICENSES GRANTED et seq. shall survive termination of the Agreement.

## **8. MUNICIPAL LOBBYING ORDINANCE**

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

## **9. CHARTER §470 (c)(12)**

Charter §470 (c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a proposal until either the contract is approved or, for successful proposers, twelve (12) months after the contract is signed. Principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

ICC is required to complete CEC Form 55 certifying compliance with Charter Section 470(c)(12), attached hereto as Exhibit B. Contractors who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **10. FIRST SOURCE HIRING ORDINANCE**

Unless approved for an exemption, ICC must comply with the provisions of Los Angeles Administrative Code Section 10.44 et seq., First Source Hiring Ordinance ("FSHO").

## **11. IRAN CONTRACTING ACT OF 2010**

The California Public Contract Code Sections 2200-2208, requires that contractors entering into, or renewing contracts with the City of Los Angeles 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." Because this Agreement does not meet the \$1,000,000 threshold, the Iran Contracting Act does not apply and the Compliance Affidavit is not required. However, should the contract ever be amended such that the \$1,000,000 threshold is met, ICC will be required to comply with the Iran Contracting Act, and will be required to submit the Compliance Affidavit.

## **12. CITY STANDARD PROVISIONS**

The Contractor shall comply with the requirements of the Standard Provisions for City Contracts (Revised March 2009), attached hereto as Exhibit C and incorporated herein. The City has determined that the provisions in Exhibit C listed below are not applicable to this Agreement and therefore are not incorporated herein because they are

superseded by the provisions of this Agreement and/or not required pursuant to the requirements and regulations of the Los Angeles Administrative Code: PSCs 27, 28, and 29.

### **13. NON DISCRIMINATION**

Notwithstanding any other provision of any ordinance of the City to the contrary, every agreement which is let, awarded or entered into with or on behalf of the City, shall contain by insertion therein a provision obligating the Contractor in the performance of such agreement not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such agreements with the City shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

### **14. EQUAL EMPLOYMENT PRACTICES**

Every non-construction and construction Agreement with, or on behalf of, the City for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such Agreement:

- A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.

- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency ("DAA"), the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Agreements. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of City Agreements. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such a determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through

the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Agreement, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the Agreement compliance program.

- I. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on an Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Agreements.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
  - 1. hiring practices;
  - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. training and promotional opportunities; and
  - 4. reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of City Ordinance No.184292. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

## **15. AFFIRMATIVE ACTION PROGRAM**

Every non-construction and construction Contract with, or on behalf of, the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Agreement:

- A. During the performance of a City Agreement, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
  - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Agreements and, upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Agreement. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a



full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Agreement, there may be deducted from the amount payable to the Contractor by the City under the Agreement, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Agreement.
- H. Notwithstanding any other provisions of a City Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City Agreements, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this Agreement compliance program.
- J. Nothing contained in City Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to an Agreement that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Agreement. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-

proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications;
- (ii) Notifying minority, women and other community organizations of employment opportunities;
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities;
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives;
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth;
- (vi) Validating all job specifications, selection requirements, tests, etc.;
- (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker; and
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
- (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Agreements. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Agreements.
- (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
  - (i) What steps were taken, how and on what date;
  - (ii) To whom those efforts were directed;
  - (iii) The responses received, from whom and when;
  - (iv) What other steps were taken or will be taken to comply and when; and
  - (v) Why the Contractor has been or will be unable to comply.

2. Every Agreement of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to

the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any Agreement subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Agreements.
- O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to

the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

**16. ENTIRE AGREEMENT**

This Agreement is the complete Agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

(Signature Page to Follow)

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

**THE CITY OF LOS ANGELES**

**INTERNATIONAL CODE COUNCIL,  
INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Mark A. Johnson  
Executive Vice President &  
Director of Business  
Development

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_  
John Belcik  
Chief Financial Officer

By: \_\_\_\_\_  
Marcia Gonzales-Kimbrough  
Deputy City Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: \_\_\_\_\_

DATE: \_\_\_\_\_

City Agreement Number: \_\_\_\_\_

Council File Number: \_\_\_\_\_

City Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayers I.D. Number: \_\_\_\_\_

**EXHIBIT A**

**MUNICIPAL LOBBYING ORDINANCE**

**CEC FORM 50**

**EXHIBIT B**  
**CHARTER §470 (C)(12)**  
**CEC FORM 55**



**EXHIBIT C**

**STANDARD PROVISIONS FOR CITY CONTRACTS**