

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

September 20, 2017

BOARD OF FIRE COMMISSIONERS  
FILE NO. 17-112

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND AMENDED AND RESTATED AGREEMENT FOR C-128006  
WITH LYNDEN J. AND ASSOCIATES, INC. FOR COURT REPORTER  
SERVICES

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## SUMMARY

On October 23, 2015, City Council authorized the Los Angeles Fire Department (LAFD) to enter into Agreement C-128006 with Lynden J. and Associates, Inc. for court reporter services as a piggy back on Los Angeles Police Department Agreement C-123049 (C.F. 09-2398-S1). The term of the LAFD agreement was from the date of execution through October 1, 2016. Maximum annual compensation was \$50,000.

On June 27, 2017, the LAFD desired in a First Amended and Restated Agreement for C-128006 to exercise the first of two one-year extensions and extended the term of the Agreement to October 1, 2017 for an annual amount not to exceed \$50,000.

Because the LAFD has an on-going need for court reporter services, the LAFD desires in a Second Amended and Restated Agreement for C-128006 to exercise the final one-year extension and extend the term of the Agreement from October 2, 2017 through October 1, 2018, for an annual amount not to exceed \$50,000.

## RECOMMENDATIONS

That the Board:

1. Approve the attached Second Amended and Restated Agreement for C-128006 between the City of Los Angeles (LAFD) and Lynden J. and Associates, Inc. for court reporter services.
2. Authorize the Fire Chief to execute the Second Amended and Restated Agreement for C-128006 with Lynden J. and Associates, Inc. for a term from October 2, 2017 to October 1, 2018.

3. Transmit the Second Amended and Restated Agreement for C-128006 to the Mayor's Office in accordance with Executive Directive No. 3.

**FISCAL IMPACT**

The Los Angeles Fire Department has identified funds in its FY 2017-18 Contractual Services Account to cover expenses related to this Agreement.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachment

**SECOND AMENDED AND RESTATED AGREEMENT**

**FOR**

**AGREEMENT NO. C-128006**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**LYNDEN J. AND ASSOCIATES, INC.**

## Table of Contents

1.0	PARTIES TO THE AGREEMENT AND REPRESENTATIVES.....	2
1.1	The parties to this Agreement are:.....	2
1.2	Representatives of the Parties and Service of Notices .....	2
2.0	TERM OF AGREEMENT AND SERVICES TO BE PROVIDED .....	3
2.1	Term of Agreement.....	3
2.2	Statement of Work to be Performed .....	4
3.0	COMPENSATION AND METHOD OF PAYMENT.....	7
3.1	Compensation.....	7
3.2	Invoices .....	8
4.0	RECORD RETENTION .....	10
5.0	SUSPENSION AND TERMINATION.....	10
5.1	Suspension .....	10
5.2	Termination for Convenience .....	11
5.3	Termination for Cause .....	11
5.4	Notices of Suspension or Termination.....	11
6.0	AMENDMENTS.....	12
7.0	DISPUTES.....	12
8.0	CONFIDENTIALITY .....	12
8.1	Confidentiality of Department Information.....	12
8.2	Crime Control Act of 1973 .....	13
9.0	STANDARD PROVISIONS .....	14
10.0	NON-DISCRIMINATION .....	14
11.0	EQUAL EMPLOYMENT PRACTICES .....	14
12.0	AFFIRMATIVE ACTION PROGRAM.....	17
13.0	FIRST SOURCE HIRING .....	22
14.0	IRAN CONTRACTING ACT OF 2010.....	23
15.0	MUNICIPAL LOBBYING ORDINANCE AND CHARTER SECTION 470 .....	23
15.1	MUNICIPAL LOBBYING ORDINANCE – CEC Form 50 .....	23
15.2	CHARTER SECTION 470(c)(12) – CEC Form 55.....	23
16.0	ENTIRE AGREEMENT .....	24
16.1	Complete Agreement.....	24
16.2	Number of Originals and Attachments .....	24

**SECOND AMENDED AND RESTATED AGREEMENT FOR AGREEMENT C-128006  
BETWEEN  
THE LOS ANGELES FIRE DEPARTMENT  
AND  
LYNDEN J. AND ASSOCIATES, INC.  
FOR  
COURT REPORTER SERVICES**

This Second Amended and Restated Agreement is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Fire Department, hereinafter called "Department" or "LAFD", and Lynden J. and Associates, Inc., a California corporation, hereinafter called "Contractor".

**WHEREAS**, on July 5, 2012, the City, by and through its Police Department, hereinafter called "LAPD", issued a Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform court reporter services; and

**WHEREAS**, the Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal and determined that the Contractor had the experience and qualifications to provide the type and level of service required; and

**WHEREAS**, the Board of Police Commissioners approved, on October 23, 2012, the selection of Contractor and authorized the LAPD to negotiate Agreement C-123049 with Contractor to provide professional court reporter services to LAPD; and

**WHEREAS**, the LAFD initially utilized LAPD's Agreement C-123049 to pay for services provided to LAFD by Contractor; and

**WHEREAS**, the LAFD can no longer utilize LAPD's Agreement with Contractor because LAFD's use is depleting LAPD's compensation authority, thereby requiring a need for LAFD to execute a separate agreement with Contractor for court reporter services; and

**WHEREAS**, on October 21, 2015, the City Council (Council File No. 09-2398-1) authorized the Fire Chief to enter into Agreement C-128006 with Contractor for an approximate 14 month term and said contract allowed for two (2), one-year extensions, with annual maximum compensation of \$50,000; and

**WHEREAS**, on August 10, 2016, the Department entered into Agreement C-128006, with a term from August 10, 2016 to October 1, 2016, for an amount not to exceed \$50,000; and

**WHEREAS**, on June 27, 2017, the Department executed a First Amended and Restated Agreement for C-128006 to exercise the first of two (2), one-year extensions and extended the

term of the Agreement from October 1, 2016 to October 1, 2017 for an amount not to exceed \$50,000 annually; and

**WHEREAS**, the LAFD has an on-going need for court reporter services to record administrative disciplinary proceedings, meetings of the Board of Fire Commissioners, and to transcribe audiotapes of recorded interviews, as well as interviews conducted in person with the court reporter present, and other related duties as are assigned; and

**WHEREAS**, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

**WHEREAS**, the LAFD desires in this Second Amended and Restated Agreement to exercise the second and final one-year extension and extend the term of the Agreement from October 2, 2017 to October 1, 2018, for an amount not to exceed \$50,000 annually; and

**NOW, THEREFORE**, in consideration of the terms, covenants and considerations set forth herein, the parties agree to amend Agreement C-128006 as follows:

#### 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

##### 1.1 The parties to this Agreement are:

- A. City - The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, Los Angeles, California 90012.
- B. Contractor- Lynden J. and Associates, Inc., a California corporation, having its principal address at 207 West Twentieth Street, Santa Ana, California 92706.

##### 1.2 Representatives of the Parties and Service of Notices

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

The representative of the LAFD shall be:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18th Floor  
Los Angeles, California 90012

With copies to:  
Los Angeles Fire Department

Commanding Officer  
Professional Standards Division  
200 North Main Street, 18th Floor  
Los Angeles, California 90012  
Phone Number: (213) 978-2107  
Facsimile Number: (213) 978-3004

The representatives of Contractor shall be:  
Lowell W. Glover, President  
Lynden J. and Associates, Inc.  
207 West Twentieth Street  
Santa Ana, California 92706  
Phone Number: (800) 972-3376  
Facsimile Number: (714) 542-8025

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

## 2.0 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

### 2.1 Term of Agreement

The term of this Agreement shall commence on August 10, 2016 and end on October 1, 2018, subject to the termination provisions herein.

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement.

## 2.2 Statement of Work to be Performed

- A. Contractor shall provide court reporter services to the Department's Professional Standards Division on an as-needed basis; and will provide court reporter, and transcribing services when needed. Contractor may also be assigned work for other entities within the Department on an as-needed basis.
- B. Contractor shall provide a court reporter, with appropriate equipment, upon request by the Department with as little as twenty-four (24) hour notice, to perform court reporter services, including, but not limited to, creating a video or audio recording of the proceeding, meeting, or hearing and providing a translation and/or transcription of those audiotapes and videotapes upon request. Audiotapes shall be in the form of analog or Digitalized Satellite System (DSS), Waveform Audio Format (WAV), Windows Media Audio (WMA) and Audio Interchange File Format (AIFF) digital audio files, or other media format utilized by the Department.
- C. Contractor shall ensure that only California Certified Shorthand Reporters (CSR) are provided for the contracted court reporting services during disciplinary proceedings and meetings, unless a qualified hearing reporter is specifically requested by the Department. Contractor shall ensure that at minimum, only qualified transcribers, interpreters, and translators are provided for other contract related work. Contractor must receive Department approval prior to using a sub-contractor with non-California certification (certification from other states) to transcribe tapes or perform other related contracted work. Contractor may subcontract for interpretation services and for translation services to transcribe transcripts or audiotapes if necessary and with prior Department approval. Contractor shall only utilize Court Certified Interpreters (CCI) for the subcontracted interpretation services. Translation services for transcription work may be performed by a non CCI translator, unless a qualified interpreter is specifically requested by the Department. Contractor agrees that translators may be required to pass a language proficiency examination if the Department so requests. The Department may submit requests for foreign language interpretation and translation of transcripts when necessary and on pre-approved cost estimates. If a translator is required for less commonly spoken languages, Contractor shall submit a cost estimate for consideration and approval by the Department before retaining a subcontractor to perform such services.
- D. Contractor shall ensure that the CSR licensing standards are regarded as a minimum level of professional competence. The CSR must be able to keep pace with normal conversation level.
- E. Contractor shall ensure that reporters arrive on time for all scheduled appointments. Contractor shall be responsible for any expenses incurred by the LAFD as a result of



cancelled or rescheduled hearings and meetings if its reporters fail to appear for confirmed scheduled appointments. In case of an extreme emergency, Contractor will be given two (2) hours for a replacement reporter to arrive. Contractor shall also be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings or meetings if Contractor cancels a confirmed scheduled appointment within forty-eight (48) hours of when the hearing or meeting is to commence.

- F. Contractor shall provide reporter service as needed during normal business hours (8:00 a.m. to 5:00 p.m.) and on weekends and holidays, if needed. The assigned reporters may be required to work through a lunch period or after 5:00 p.m. Should the Department need reporter service after normal business hours, the Contractor is entitled to receive premium payment based on the Fee Schedule, attached hereto as Attachment B and incorporated herein, for time after 5:00 p.m.

A full day's per diem compensation rate is to be based on a total of eight (8) hours of work. A half-day's per diem compensation rate is to be based on a total of four (4) hours of work. There will be no additional hourly charge unless the total number of work hours in a day exceeds eight (8) hours. Thereupon, excess time will be paid based on the Fee Schedule, rounded to the nearest hour.

- G. Contractor shall confirm all scheduled work no less than twenty-four (24) hours before the work is to be performed. If the scheduled work date is to be on a Sunday or Monday, Contractor shall confirm the service is still required on the preceding Friday.
- H. Contractor shall verify with the Department all requests for transcripts prior to transcription. Department requests shall be in writing.
- I. Contractor shall provide a completed transcript within fifteen (15) calendar days from the date of the request for said transcript. If an expedited transcript is requested, Contractor shall provide a rough transcript, both in print and as a PDF file, within twenty-four (24) hours of the request. A completed expedited transcript is to be provided within seven (7) calendar days from the date requested, as defined by the requesting Department entity. If contractor is unable to fulfill a job request due to scheduling or other unforeseen circumstances, Contractor may decline the job within forty-eight (48) hours, subject to approval by the Department. If Contractor defaults on the delivery of the transcripts as provided above, the City may give Contractor a written notice of such default and may require Contractor to pay One Hundred Dollars (\$100.00) for each day the completion of the work assignment is delayed.

A completed transcript includes the following services:

1. Certification of transcript
2. Condensed transcript and concordance
3. Copy of final transcript document on computer disk or CD-ROM in a format approved by the Department
4. Preparation of all transcripts according to the requirements of Division 24 of Title 16 of the California Code of Regulations, Professional and Vocational Regulations, Section 2473
5. Submission of all transcripts with the original and one (1) copy suitably bound using a professional binding machine
6. Proofreading of all transcripts prior to submission, and ensuring that all transcripts are accurate and free of spelling errors
7. Correction of all errors noted by the Department

J. Contractor shall provide the following services at no additional charge to the City:

1. Mileage to and from the work site
2. Court reporter waiting time
3. Certifying or notarizing of transcript

K. If required by the LAFD, the Contractor shall prepare the Board of Rights (BOR) Decision Form at the conclusion of administrative disciplinary hearings, for the signature of Board members while they are still present at no additional charge.

L. If required by the LAFD, the Contractor shall prepare the transcript of BOR rationale on findings and penalty at the conclusion of each administrative disciplinary hearing and ensure delivery of the rationale to the Department within twenty-four (24) hours from the conclusion of the hearing. Contractor will receive compensation as listed on the attached fee schedule.

M. If required by the LAFD, the Contractor shall deliver any and all completed transcripts requested by the Department's Professional Standards Division to the Department by courier at no charge to the Department. The Department will only reimburse Contractor for courier fees of no more than Forty-Five Dollars (\$45.00) for all BOR Rationales.

Charges for Transcription from CD – per CD Hour refers to the time spent listening to tapes including dead air and shall be billed in addition to audio and video transcriptions rate per page of the Fee Schedule.

Pricing for additional copies refers to per page cost to duplicate a transcript that the Department, after exercising due diligence, consider lost or misplaced. This copy will

be produced by the Contractor upon the request of the Department and will be assessed based on the Fee Schedule.

- N. All materials provided to Contractor for transcription (including, but not limited to, audiotapes and videotapes) must be returned to the Department at the time the completed transcript is delivered.
- O. All work products performed and prepared by Contractor for each work assignment shall not be released by Contractor to anyone other than the requestor who issued the work assignment. Contractor shall refer all requests for work product to the initiating entity.
- P. Contractor shall provide for its own parking, clerical, telephone, and reproduction services.
- Q. Contractor must maintain its own bookkeeping ensuring that all bills submitted to the City are accurate.
- R. Contractor must be able to scale along technological changes in the industry and must be able to provide services in various media formats including transcribing services from any medium.
- S. Contractor will cooperate fully with any and all audits conducted by the Department.

### 3.0 COMPENSATION AND METHOD OF PAYMENT

#### 3.1 Compensation

- A. Contractor shall provide the deliverables described in this Article. Contractor must provide all deliverables to the City in various media formats including digital and analog as required by the Department.
- B. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.
- C. The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed Fifty Thousand Dollars (\$50,000) in any one (1) fiscal year period of this Agreement, based on the rates specified in the Fee Schedule. This maximum amount of compensation per fiscal year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular fiscal year.

- D. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City; therefore, Contractor is not entitled to any vacation, sick leave, Workers' Compensation, pension or any other City benefits.

### 3.2 Invoices

- A. For services provided under this Agreement, Contractor shall be paid by the City in accordance with Attachment B, Fee Schedule, and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the Department. Contractor must include the following information on each invoice:
1. Date of invoice
  2. Invoice number
  3. Agreement number
  4. Description of services, including, but not limited to:
    - a) Date of Assignment
    - b) Name of Court Reporter or Transcriptionist
    - c) Name of Accused (BOR only) or Case Name
    - d) Box File (BF) Number (BOR only)
    - e) Complaint Form (CF) Number (BOR only)
  5. Number of Pages and Rate for Transcript
  6. Number of Pages and Rate for Rationale
  7. Amount of invoice
  8. Total amount payable
  9. For Tape Transcription Requests, indicate:
    - a) Requester
    - b) Complaint Form (CF) Number
    - c) Number of Pages and Rate for Transcript
    - d) Tape Number
    - e) Job Number
  10. For Translation / Interpretation Request, indicate:
    - a) Requester
    - b) Complaint Form (CF) Number
    - c) Number of Pages and Rate for Translation
    - d) Foreign Language
    - e) Job Number
- B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

- C. Invoices and supporting documentation shall be prepared at the expense and responsibility of Contractor. The City will not compensate Contractor for costs incurred in 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 or request a self-audit to substantiate cost at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

- D. Failure to adhere to City policies outlined in Section 3.2 may result in nonpayment pursuant to Charter Section 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 to approve demands before they are drawn on the Treasury.
- E. General Requirements for Invoices

Fire Commission

Invoices for work performed for Fire Commission and/or the Independent Assessor will be sent to:

Los Angeles Fire Department  
Board of Fire Commissioners  
Attention: Board Secretary  
200 North Main Street, Room 1800  
Los Angeles, California 90012

Office of the Fire Chief

Invoices for work performed at the request of the Fire Chief will be sent to:

Los Angeles Fire Department  
Attention: Fire Chief  
200 North Main Street, Room 1800  
Los Angeles, California 90012

Professional Standards Division

Invoices for work performed for Professional Standards Division will be sent to:

Los Angeles Fire Department  
Professional Standards Division  
Attention: Commanding Officer  
200 North Main Street, Room 1880  
Los Angeles, California 90012

#### 4.0 RECORD RETENTION

- 4.1 Contractor shall maintain all stenographic recordings, either paper notes or electronic files, prepared under this Agreement until such time as the Department provides Contractor with instructions for the disposition of any particular recording. Said recordings are subject to examination and audit by authorized City personnel or by the City's representative at any time while Contractor is in possession of the recordings. Contractor shall provide any reports requested by the City regarding stenographic recordings.
- 4.2 Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the City hereunder or the expiration date of this Agreement, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six (36) months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

#### 5.0 SUSPENSION AND TERMINATION

##### 5.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days, Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

## 5.2 Termination for Convenience

- A. Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e., dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed deliverables specified in this Agreement.
- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

## 5.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure, such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach.

Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure, such breach or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 5.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 5.2.

## 5.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

## 6.0 AMENDMENTS

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation, which are agreed to by City and Contractor, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

## 7.0 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any dispute. The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

## 8.0 CONFIDENTIALITY

### 8.1 Confidentiality of Department Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each court reporter sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The LAFD Confidentiality Agreement to be used is attached hereto as Attachment C.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at the LAFD facilities with the provisions of the Crime Control Act of 1973.



Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

## 8.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed Ten-Thousand Dollars (\$10,000) in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

## 9.0 STANDARD PROVISIONS

Contractor, by entering into this Agreement with the City agrees to abide by the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein as Attachment A. The provisions in Attachment D, PSC-27 – Non-Discrimination, PSC-28 – Equal Employment Practices and PSC-29 – Affirmative Action Program, are hereby amended in their entirety and are superseded by the related provisions as set forth below.

## 10.0 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.

## 11.0 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 (hereinafter referred to as "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 Section 10.40 et. seq. of the Los Angeles Administrative Code, 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 the Los Angeles Administrative Code. 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.

## 12.0 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 Agreements 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 Section 10.40 et. seq. of the Los Angeles Administrative Code, 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.

### 13.0 FIRST SOURCE HIRING

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the Agreement, provide a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the Agreement.

CONTRACTOR further pledges that it will, during the term of the Agreement, a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the LAFD of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this Agreement and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

#### 14.0 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, Contractor will be required to comply with the Iran Contracting Act, and will be required to submit the Compliance Affidavit.

#### 15.0 MUNICIPAL LOBBYING ORDINANCE AND CHARTER SECTION 470

##### 15.1 MUNICIPAL LOBBYING ORDINANCE – CEC Form 50

CONTRACTOR agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code §48.02. CEC Form 50 is attached hereto as Attachment D. 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.

##### 15.2 CHARTER SECTION 470(c)(12) – CEC Form 55

Campaign Contributions - CONTRACTOR is subject to Charter section 470(c)(12) and related ordinances. As a result, the CONTRACTOR may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates during the proposal process or for twelve (12) months after the contract is signed. The CONTRACTOR'S principals and subcontractors performing \$100,000.00 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.

CEC Form 55 requires the CONTRACTOR to identify with their principals, their subcontractors performing \$100,000 or more in work on the Agreement, and the principals of those subcontractors. The CONTRACTOR must also notify their principals and subcontractors in writing of the restrictions and include the notice in Agreements with subcontractors. CEC Form 55 is attached hereto as Attachment E. Agreements submitted without a completed CEC Form 55 shall be considered nonresponsive. 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)

## 16.0 ENTIRE AGREEMENT

### 16.1 Complete Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

### 16.2 Number of Originals and Attachments

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. Attachments A through E listed below are incorporated herein by this reference:

Attachment A - Standard Provisions for City Contracts (rev. 03/09)  
Attachment B - Fee Schedule  
Attachment C - Confidentiality Agreement  
Attachment D - CEC Form 50  
Attachment E - CEC Form 55

***SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

LYNDEN J. AND ASSOCIATES, INC., a California Corporation

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

By\*: \_\_\_\_\_  
Lowell L. Glover  
President

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_  
Lynden Glover  
Secretary

By: \_\_\_\_\_  
Catrina M. Archuleta  
Deputy City Attorney

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

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

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

\* 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: C-128006

Fire Commission Board Report Number: 17-014

Council File Number: C.F. No. 09-2398-S1

City Business Tax Registration Certificate Number: 0000612029-0001

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

## **ATTACHMENT A**

### **STANDARD PROVISIONS FOR CITY CONTRACTS**

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	1
<b>PSC-2</b>	<u>Number of Originals</u> .....	1
<b>PSC-3</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	1
<b>PSC-4</b>	<u>Time of Effectiveness</u> .....	2
<b>PSC-5</b>	<u>Integrated Contract</u> .....	2
<b>PSC-6</b>	<u>Amendment</u> .....	2
<b>PSC-7</b>	<u>Excusable Delays</u> .....	2
<b>PSC-8</b>	<u>Breach</u> .....	2
<b>PSC-9</b>	<u>Waiver</u> .....	3
<b>PSC-10</b>	<u>Termination</u> .....	3
<b>PSC-11</b>	<u>Independent Contractor</u> .....	4
<b>PSC-12</b>	<u>Contractor's Personnel</u> .....	4
<b>PSC-13</b>	<u>Prohibition Against Assignment or Delegation</u> .....	5
<b>PSC-14</b>	<u>Permits</u> .....	5
<b>PSC-15</b>	<u>Claims for Labor and Materials</u> .....	5
<b>PSC-16</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	5
<b>PSC-17</b>	<u>Retention of Records, Audit and Reports</u> .....	5
<b>PSC-18</b>	<u>False Claims Act</u> .....	6
<b>PSC-19</b>	<u>Bonds</u> .....	6
<b>PSC-20</b>	<u>Indemnification</u> .....	6
<b>PSC-21</b>	<u>Intellectual Property Indemnification</u> .....	6

## TABLE OF CONTENTS (Continued)

<b>PSC-22</b>	<u>Intellectual Property Warranty</u> .....	<b>7</b>
<b>PSC-23</b>	<u>Ownership and License</u> .....	<b>7</b>
<b>PSC-24</b>	<u>Insurance</u> .....	<b>8</b>
<b>PSC-25</b>	<u>Discount Terms</u> .....	<b>8</b>
<b>PSC-26</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>8</b>
<b>PSC-27</b>	<u>Non-discrimination</u> .....	<b>8</b>
<b>PSC-28</b>	<u>Equal Employment Practices</u> .....	<b>9</b>
<b>PSC-29</b>	<u>Affirmative Action Program</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Child Support Assignment Orders</u> .....	<b>15</b>
<b>PSC-31</b>	<u>Living Wage Ordinance and Service Contractor</u> <u>Worker Retention Ordinance</u> .....	<b>16</b>
<b>PSC-32</b>	<u>Americans with Disabilities Act</u> .....	<b>17</b>
<b>PSC-33</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>18</b>
<b>PSC-34</b>	<u>Minority, Women, And Other Business Enterprise Outreach Program</u> .....	<b>18</b>
<b>PSC-35</b>	<u>Equal Benefits Ordinance</u> .....	<b>18</b>
<b>PSC-36</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>19</b>
<b>PSC-37</b>	<u>First Source Hiring Ordinance</u> .....	<b>20</b>
<b>EXHIBIT 1 - INSURANCE CONTRACTUAL REQUIREMENTS</b> .....		<b>21</b>



## 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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2.**    Number of Originals

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3.**    Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

### **PSC-4.**    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** hereto;

- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. Excusable Delays**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. Breach**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. 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-10. Termination**

##### **A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

##### **B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. 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 the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.
4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and

damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

#### **PSC-11. Independent Contractor**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

#### **PSC-12. Contractor's Personnel**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

#### **PSC-13. Prohibition Against Assignment or Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **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-14. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. Current Los Angeles City Business Tax Registration Certificate Required**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. False Claims Act**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. Bonds**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. Indemnification**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this

Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

**PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

**PSC-23. Ownership and License**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions

allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. Discount Terms**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. 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-27. Non-discrimination**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.



**PSC-28. Equal Employment Practices**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **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, religion, ancestry, national origin, 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **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 Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **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 Contract may be deemed to be a material breach of **CITY** contracts. Such 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 Board of Public Works, Office of Contract Compliance. 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 **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, 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, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such 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. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. Affirmative Action Program**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **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 Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their 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 contract. Such 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 Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract 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, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two 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 of Los Angeles, or any court of competent jurisdiction, that **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** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.
- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or

at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. 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 Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or 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 contract 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.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract 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 contract with the **CITY**.

**PSC-30. Child Support Assignment Orders**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
  - 1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each

- July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
  5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
  - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage,



and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. Americans with Disabilities Act**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. Contractor Responsibility Ordinance**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that

**CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. Minority, Women, And Other Business Enterprise Outreach Program**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. Equal Benefits Ordinance**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of

evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. Slavery Disclosure Ordinance**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**PSC-37. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS****CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: Lynden J. and AssociatesDate: 6/20/17Agreement/Reference: Temporary court-reporting services

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

### Limits

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

WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** 1,000,000

☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

☒ **Professional Liability** (Errors and Omissions) 1,000,000

Discovery Period 12 months after completion of work or date of termination

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

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐☐

☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

☐ **Crime Insurance**

Other: Provided to Stewart Young at LAFD.

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

## **ATTACHMENT B**

### **FEE SCHEDULE**



**RATE SCHEDULES**

<b>Live Hearings</b>	
<b>LYNDEN J. AND ASSOCIATES INC.</b>	
Full-day Per Diem	\$ 180.00
Half-day Per Diem	\$ 150.00
Rate per page (original and 1 copy)	\$ 4.65
Page rate for Rationales, delivered next day	\$ 5.00
Weekend/Holiday Per Diem	\$ 30.00/hr. plus Full-day Per Diem
Time after 5:00 p.m.	\$ 30.00/hr.
Next day expedite	\$ 9.30/p
2 <sup>nd</sup> day expedite	\$ 8.84/p
3 <sup>rd</sup> day expedite	\$ 8.37/p
4 <sup>th</sup> day expedite	\$ 7.91/p
5 <sup>th</sup> day expedite	\$ 7.44/p
6 <sup>th</sup> day expedite	\$ 6.98/p
7 <sup>th</sup> day expedite	\$ 6.98/p
Extra Copy	\$ .85/p
Handling	No Charge
Messenger Services	\$ 45.00 (Expedites only)
Parking and mileage	No Charge
Court Reporter Waiting Time	No Charge
Certifying the Transcript	No Charge
Condensed Transcript	No Charge
Completion of BOR Decision Form	No Charge
BOR Hearing Cancellation Fee with less than 2 hours Notice	\$ 150.00
Hearing No Transcript Write up – ½ day	\$ Refer to ½ day Per Diem Charge
Hearing No Transcript Write up – Full day	\$ Refer to Full-day Per Diem Charge
PDF Digital Condensed Transcripts	\$ 10.00 each

**Audio/Video Tape/CD  
Transcription  
CERTIFIED COURT REPORTER**

**LYNDEN J. AND ASSOCIATES INC.**

Rate Per Page	\$ 3.75
Spanish to English Transcription, Rate Per Page	N/A
Korean/Vietnamese Transcription	N/A
Exotic Language Transcription	N/A
Transcription From Continuous Recording (Blank Time)	\$ 155.00/hr.
Video to Audiotape Conversion	\$ 17.00
Transcription from CD – per CD Hour	\$ 155.00 if Blank time; otherwise \$3.75 per page
Additional Copies Per Page	\$ .85
Next day expedite	\$ 7.50
2 <sup>nd</sup> day expedite	\$ 7.13
3 <sup>rd</sup> day expedite	\$ 6.75
4 <sup>th</sup> day expedite	\$ 6.38
5 <sup>th</sup> day expedite	\$ 6.00
6 <sup>th</sup> day expedite	\$ 5.63
7 <sup>th</sup> day expedite	\$ 5.63
Unlimited Transcript Corrections	No Charge
Tape Pick-up from LAFD L.A. Office	No Charge

**Audio/Video Tape/CD  
Transcription  
Court Certified Interpreters**

**LYNDEN J. AND ASSOCIATES INC.**

Spanish to English Transcription	\$ 6.75 per audio minute plus .25 per word
Korean/Vietnamese & Exotic Transcription	\$ 45.00 per audio minute plus .38 per word

**Audio/Video Tape/CD  
Transcription  
UNLICENSED COURT REPORTER**

**LYNDEN J. AND ASSOCIATES INC.**

Rate Per Page (for original and one copy)	\$ 3.56
Spanish to English Transcription, Rate Per Page	\$ 6.60
Spanish to English written translation	\$ .38 per word
Spanish to Spanish to English two-column transcription	\$ 14.00 per page
Transcription From Continuous Recording (Blank Time)	\$ 155.00/hr
Messenger Service (Expedites)	\$ 45.00
Video to Audiotape Conversion	\$ 17.00
Transcription from CD – per CD Hour	\$ 155.00 if blank time; otherwise \$ 3.56 per page
Additional Copies Per Page	\$ .85
Next day expedite	\$ 7.12
2 <sup>nd</sup> day expedite	\$ 6.76
3 <sup>rd</sup> day expedite	\$ 6.41
4 <sup>th</sup> day expedite	\$ 6.05
5 <sup>th</sup> day expedite	\$ 5.70
6 <sup>th</sup> day expedite	\$ 5.34
7 <sup>th</sup> day expedite	\$ 5.34
Handling	No charge
Tape Pick-up from LAFD L.A. Office	No charge

## **ATTACHMENT C**

### **CONFIDENTIALITY AGREEMENT**

**CONTRACTOR/EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

I understand that my employer, \_\_\_\_\_, (hereinafter referred to as "Contractor") has entered into a contract with the City of Los Angeles (hereinafter referred to as "City") to provide various services to the City (hereinafter referred to as the "Agreement").

Employee Acknowledgment

I understand that the "Contractor" is my sole employer for purposes of the Agreement between the "Contractor" and the "City".

I understand and agree that I am not an employee of the "City" for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the "City" during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between the "Contractor" and the "City".

Confidentiality Agreement

As an employee of the "Contractor," I may be involved with work pertaining to emergency medical services provided by the "City", and if so, I may have access to confidential information pertaining to persons or entities represented by the City Attorney's Office or by a designated private law firm thereby creating a confidential attorney/client relationship between the City Attorney's Office or the private law firm and its client. All personnel who perform services pursuant to the Agreement between "Contractor" and the "City" are bound by that confidential relationship, which is set forth in the California Evidence Code, Article 3, and the California Code of Professional Responsibility. In addition, the "City" has a legal obligation to protect all confidential information in its possession, especially medical information and other information that is protected by the attorney/client privilege.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between "Contractor" and the "City".

I agree to forward all requests for the release of information received by me to my immediate supervisor.

Further, I understand that I am obligated to maintain the confidentiality of medical information provided for data-entry purposes pursuant to the Agreement between "Contractor" and the City of Los Angeles. I understand that I am obligated to maintain the confidentiality of this information at all times, both at work and off duty, in accordance with all State and Federal statutes on confidentiality of medical information.

I acknowledge that violation of this Acknowledgment and Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

## **ATTACHMENT D**

### **MUNICIPAL LOBBYING ORDINANCE**

#### **CEC FORM 50**



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

# Bidder Certification

## CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

☐ Original filing    ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

**Bid/Contract/BAVN Number:**

**Awarding Authority (Department):**

**Name of Bidder:**

**Phone:**

**Address:**

**Email:**

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1****(l) "Public lease or license".**

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



## **ATTACHMENT E**

### **CHARTER SECTION 470(C)(12)**

#### **CEC FORM 55**



**Ethics Commission**  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

*This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.*

☐ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

**Reference Number** (bid or contract number, if applicable):

**Date Bid Submitted:**

**Description of Contract** (title of RFP and services to be provided):

**City Department Awarding the Contract:**

## BIDDER INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## SCHEDULE SUMMARY

*Please complete all three of the following:*

### 1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☐ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

### 2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): \_\_\_\_\_

## BIDDER'S CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

*Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.*

☐ Check this box if additional Schedule A pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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