



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101

DAVID E. JANSSEN  
Chief Administrative Officer

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

October 15, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH THE CITY OF LOS ANGELES POLICE  
DEPARTMENT FOR TRAINING AND CONSULTING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

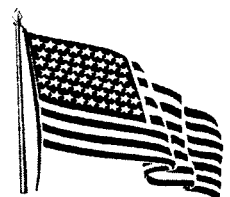
**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached contract (Attachment I, four copies, original signatures are required) with the City of Los Angeles Police Department (LAPD), in the amount of \$12,500, for a 12-month period, effective from the date of execution of the contract, wherein the County will receive funding from LAPD to provide MatchWare methodology training, customized data reference tables, and consulting services to upgrade their 9-1-1 Geofile.

**PURPOSE OF RECOMMENDED ACTION**

The purpose of this recommendation is to secure your Board's approval for the attached contract with LAPD. Under this contract, the County will provide LAPD with MatchWare methodology training, customized pattern tables, and address-match comparisons between LAPD's current computerized address-verification data-base Geofile and several reference files of specific concern to LAPD.



United We Stand

**JUSTIFICATION**

The contract services will enable LAPD to upgrade their existing 9-1-1 Geofile, which is used to dispatch police officers to calls for help, to an updated format that will improve the speed and reliability of emergency dispatching by its 9-1-1 Public Safety Answering Point (PSAP).

**FISCAL IMPACT**

Under this agreement, LAPD will provide \$12,500 to fully offset the cost of Chief Administrative Office, Service Integration Branch, Urban Research Unit salaries and employee benefits and associated services and supplies.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Upon Board approval, the Agreement term is to commence on the date of execution by all parties and will end 12-months thereafter. Either party may terminate the Agreement for convenience upon 30 days written notice. The Agreement has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES**

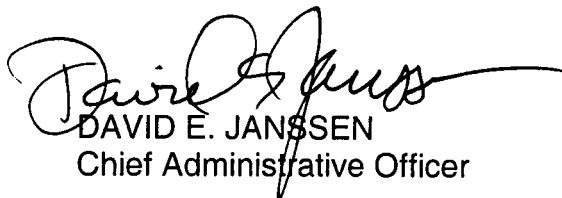
This contract will not impact to current services of the County.

**CONCLUSION**

Four signed copies (original signatures are required) of the agreement should be returned to:

- Service Integration Branch, Chief Administrative Office, 222 South Hill Street, 5<sup>th</sup> Floor, Los Angeles, California 90012, attention Jeff Wong.

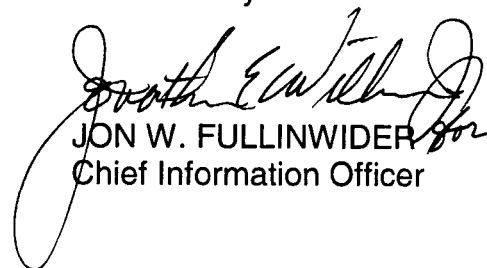
Respectfully submitted,

  
DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:WJK  
ASD:WB

Attachments (4)

Reviewed by:

  
JON W. FULLINWIDER  
Chief Information Officer

# CIO ANALYSIS

**CONTRACT WITH THE CITY OF LOS ANGELES POLICE DEPARTMENT  
FOR TRAINING AND CONSULTING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION:**     **APPROVE**             **APPROVE WITH MODIFICATION**  
     **DISAPPROVE**

**Contract Type:**

**New Contract**                             **Contract Amendment**             **Contract Extension**  
 **Sole Source Contract**

**New/Revised Contract Term:**    **Base Term: 1 Yrs**                            **# of Option Yrs 0**

**Contract Components:**

**Software**                                     **Hardware**                                     **Telecommunications**  
 **Professional Services**

**Project Executive Sponsor:**    Alisa Drakodaidis

**Budget Information :**

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$0
Aggregate Contract Amount	\$12,500 (Revenue)

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

**Project/Contract Description:**

Under this Agreement, the County will provide consulting services to LAPD. These services include MatchWare methodology training, delivery of customized pattern tables, and address-match comparisons between LAPD's current computerized address-verification data-base (Geofile) and several reference files of specific concern to LAPD. This will enable LAPD to upgrade their existing 9-1-1 Geofile, which is used to dispatch police officers to calls for help, to an updated format that will improve the speed and reliability of emergency dispatching by its 9-1-1 Public Safety Answering Point (PSAP).

**Background:**

The CAO Urban Research group has extensive experience in the use of MatchWare-based methodology and tool-sets from the development of various County applications and has experience in an Ascential/Integrity environment; they are uniquely qualified to provide these consultant services to the City of Los Angeles.

**Project Justification/Benefits:**

This contract will provide for any and all costs associated with the project and will improve the speed and reliability of the City 9-1-1 emergency response system.

**Project Metrics**

1. Completion of the development and transfer of MatchWare tools and reference tables
2. Completion of training on the use of MatchWare tools and reference tables.

**Impact If Proposal Is Not Approved**

Specialized County consultant services will not be available to the City of Los Angeles that may affect the timeframes for the upgrade of the E 9-1-1 system.

**Alternatives Considered:**

None.

**Project Risks:**

Minimal risk is anticipated with the County providing MatchWare tools, reference files and training. LAPD staff will be directly responsible for the actual upgrade of the existing Geofile system.

**Risk Mitigation Measures:**

None required.

**Financial Analysis:**

Under this agreement, LAPD will provide \$12,500 to fund the cost of Chief Administrative Office, Service Integration Branch, Urban Research Unit salaries and employee benefits and associated services and supplies. The Agreement specifies a fixed price of \$5,500 for the delivery of the Autoscan Data Tables and allocates an additional \$7,000 for "as needed" training and technical support. The \$7,000 amount was based on an estimated 50 hours of support services at a rate of \$140/hr.

**CIO Concerns:**

None.

**CIO Recommendations:**

Recommend approval of the contract with the City of Los Angeles Police Department (LAPD).

**CIO APPROVAL**

Date Received: October 2, 2002

Prepared by: John McIntire

Date: October 2, 2002

Approved: 

Date: 10/02/2002

PROFESSIONAL SERVICES AGREEMENT

Contractor: County of Los Angeles

Regarding: Consultant Services to Enhance the 9-1-1 Geofile for the  
Los Angeles Police Department ECCCS Enhancement  
Project

Said Agreement is Number \_\_\_\_\_ of City Contracts

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**AGREEMENT NUMBER \_\_\_\_\_ BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE COUNTY OF LOS ANGELES REGARDING  
CONSULTING SERVICES TO ENHANCE THE 9-1-1 GEOFILE**

**THIS AGREEMENT** is made and entered into by the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department, and the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as the "Consultant").

**WHEREAS**, in its ongoing effort to improve the speed and reliability of emergency dispatching by its 9-1-1 Public Safety Answering Point (PSAP), the Los Angeles Police Department must continually maintain accuracy and completeness of its computerized address-verification data base (hereinafter referred to as the "Geofile"); and

**WHEREAS**, since 1998 the City has relied on a licensed suite of commercial software tools (hereinafter referred to as "MatchWare") to perform "in-house" technical maintenance of its Geofile; and

**WHEREAS**, the City's plan for a new dual dispatch center PSAP (in fulfillment of ballot Proposition-M) requires a Geofile replacement that the City believes is most safely and efficiently pursued by use of MatchWare-based methodology; and

**WHEREAS**, the City has secured and extended its use of MatchWare tools and methodology by upgrading its MatchWare license to a current license for an enhanced version of the MatchWare product now marketed by Ascential Software Corporation as "Ascential/Integrity" software; and

**WHEREAS**, the Consultant has extensive experience in use of MatchWare-based methodology from various County of Los Angeles applications and is uniquely qualified thereby to consult with the City in the City's continuing use of that methodology within an Ascential/Integrity environment; and

**WHEREAS**, the City desires to obtain the services of the Consultant to assist the City in rectifying data sources for the construction of a replacement Geofile and to provide related services as requested; and

**WHEREAS**, the Consultant is authorized to enter into this Agreement pursuant to the State of California Government Code Section 25332.

**NOW, THEREFORE**, in consideration of the premises, representations, covenants and agreements set forth herein, the parties hereby agree as follows:



## **1.0 PARTIES TO AGREEMENT AND REPRESENTATIVES**

### **1.1 Parties to the Agreement**

The parties to the Agreement are:

- a. City - The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- b. Consultant – The County of Los Angeles, a political subdivision of the State of California, having its principal office at 500 West Temple Street, Room 758, Los Angeles, California 90012.

### **1.2 Representatives of the Parties**

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

- a. The City's representative is, unless otherwise stated in the Agreement:

Martin H. Pomeroy, Chief of Police  
Los Angeles Police Department  
150 North Los Angeles Street, Room 615  
Los Angeles, California 90012

With copies to:

Roger W. Ham, Chief Information Officer  
Los Angeles Police Department  
Information and Communications Services Bureau  
250 East First Street, Suite 1500  
Los Angeles, California 90012  
Telephone: (213) 847-3836  
Facsimile: (213) 485-0889

- b. The Consultant's representative is:

Peter Fonda-Bonardi, Program Manager  
Los Angeles County Urban Research  
222 South Hill Street, 5<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-5612  
Facsimile: (213) 217-4868

### **1.3 Notices**

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 mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of receipt.

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

## **2.0 TERM OF AGREEMENT**

The term of this Agreement will commence on the date of execution by all parties and will terminate twelve (12) months thereafter.

## **3.0 STATEMENT OF WORK**

### **3.1 Development and Transfer of AutoStan Data Tables**

- a. The Consultant will provide the City with MatchWare tools consisting of customized standardization data tables for use with MatchWare-based methodology to perform address-match comparisons between the City's current Geofile and several reference files. Said reference files include the most current versions of the following: (a) Thomas Brothers' digital base-map for the City of Los Angeles; (b) City Bureau of Engineering street-centerline base-map; (c) Los Angeles County Voter Registration file; and (d) any other sources identified by the City.
- b. The data tables provided by the Consultant will consist of custom data tables in the form of "MatchWare /AutoStan control tables" developed and used by the County Urban Research Office to

normalize comparisons of address-information contained in different files of address data, as an essential preparatory step in analyzing agreement and/or conflict between files.

The Consultant will provide AutoStan tables to the City as tutorial models only, with no specific or implied warranty of fitness for use.

- c. The Consultant will transfer data tables and, along with City staff, verify the success of the transfer.
- d. As an initial step towards implementing the above tasks, the Consultant will develop and submit a Work Plan to the City for review and approval.
- e. The Consultant will establish a File Transport Protocol (FTP) site to allow the City to electronically access updated standardization data tables.

### **3.2 Procedural Training**

The Consultant will provide procedural training for the City on the use of the AutoStan data tables consisting of general demonstrations of their application in a MatchWare batch-process environment (on a Windows NT workstation).

### **3.3 Technical Support**

The City reserves the option to request additional technical support from the Consultant on modifying the data tables to accommodate the Ascential/Integrity tool set and to accommodate any specific requirements of the City, including address reference files, table modifications and related technical analysis. The City will request such technical assistance via written task orders issued to the Consultant on an as-needed basis. The Consultant will respond to task order within forty-eight (48) hours upon receipt.

## **4.0 SCHEDULE OF PERFORMANCE**

### **4.1 Development and Transfer of AutoStan Data Tables**

The Consultant will complete the development and transfer of the AutoStan data tables, along with their individual steps within sixty (60) calendar days after execution of this Agreement, as set forth in Section 3.1 of this Agreement.

## **4.2 Procedural Training**

The Consultant will provide procedural training as set forth in Section 3.2 of this Agreement. The City and the Consultant will mutually agree upon the number of sessions, total hours and attendees for the procedural training.

## **4.3 Technical Support**

The Consultant will provide technical support to City staff, on an as-needed basis as set forth in Section 3.3 of this Agreement, throughout the term of this Agreement.

## **5.0 COMPENSATION AND METHOD OF PAYMENT**

### **5.1 Compensation**

#### **a. Maximum Compensation**

The City's total obligation to the Consultant under this Agreement will not exceed Twelve Thousand Five Hundred Dollars (\$12,500).

#### **b. Payment Schedule**

##### **i. Development and Delivery of AutoStan Data Tables**

The City will pay the Consultant a firm fixed price of Five Thousand Five Hundred Dollars (\$5,500) upon satisfactory completion of the services as set forth in Section 3.1 of this Agreement.

##### **ii. Procedural Training and Technical Support**

The City will pay the Consultant an additional amount not to exceed Seven Thousand Dollars (\$7,000) for procedural training and technical support, as set forth in Sections 3.2 and 3.3 of this Agreement. Said compensation and training or technical support hours will be determined by the Consultant's hourly rate, in effect at the time the work is performed, for a Data Processing Specialist I or a Program Specialist II. The Consultant will be compensated on an hourly basis for actual work performed and will not be entitled to overtime. If the Consultant works less than one (1) whole hour, compensation will be prorated in quarter-hour increments.

## **5.2 Method of Payment**

- a. The Consultant must submit invoices in triplicate for the completed services to:  
  
Wade Nakakura, Senior Management Analyst II  
Los Angeles Police Department  
Emergency Command Control Communications System Division  
250 East First Street, Suite 1101  
Los Angeles, CA 90012
- b. The Consultant will submit an invoice upon satisfactory completion of the services as set forth in Section 3.1 of this Agreement.
- c. For services provided under Sections 3.2 and 3.3 of this Agreement, the Consultant will submit invoices on a monthly basis. All invoices must contain the following information: dates of performance, services rendered, number of hours worked, name and job classification of person(s) performing the work, hourly rate and total amount of compensation requested. Invoices for said services and payments relating hereto will be subject to approval of the City's representative.
- d. The Consultant's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Consultant will not be entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits.

## **6.0 CONFIDENTIALITY OF INFORMATION**

All documents and information provided by the City to the Consultant will remain the property of the City. All documents, records and information provided by the City or produced by the Consultant are confidential. To the extent allowed under the Public Records Act, the Consultant agrees not to provide these documents and records, nor to disclose their content or any information contained in them, either orally or in writing, to any other person or entity without the written consent of the City. The Consultant agrees that all documents or other information provided by the City and used, reviewed, or produced in connection with the Consultant's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose.

All documents and information provided by the Consultant to the City will remain the property of the Consultant. All documents, records and information provided by the Consultant or produced by the City are confidential. To the extent allowed under the Public Records Act, the City agrees not to provide these documents

and records, nor to disclose their content or any information contained in them, either orally or in writing, to any other person or entity without the written consent of the Consultant. The City agrees that all documents or other information provided by the Consultant and used, reviewed, or produced in connection with the City's work for the Consultant will be used only for the purpose of carrying out the Consultant business and cannot be used for any other purpose.

## **7.0 OWNERSHIP**

All written materials and electronic data pertaining to the City data systems, dual-dispatch center design and operation, 9-1-1 address-verification data, and Geofile maintenance methodology gained or authored in the course of providing services under this Agreement will be deemed "work for hire" and will be the sole property of the City. The Consultant will not collect or maintain any copy of said written materials and electronic data for the Consultant's own use without express written permission from the City. The Consultant will have no copyright rights, intellectual property rights, or other interest in said written materials and electronic data.

In the event that it should be determined that any of such materials does qualify as a "work for hire," the Consultant will and hereby does assign to the City for no additional consideration, all right, title, and interest that it may possess in such materials, including, but not limited to, all copyright and other intellectual property rights relating thereto.

## **8.0 TERMINATION**

Either party to this Agreement may terminate this Agreement or any part thereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination. The Notice of Termination must specify the extent to which work under this Agreement is terminated and the date upon which termination becomes effective.

In the event of termination of this Agreement due to the Consultant's default, the City may avail itself of all rights and remedies at law of equity. In the event of termination of this Agreement for the City's convenience, the Consultant will be compensated for work completed up to the effective date of termination, as set forth in this Agreement.

## **9.0 AMENDMENTS**

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

## **10.0 STANDARD PROVISIONS**

The Consultant will comply with the requirements of *Standard Provisions for City Contracts (Rev. 10/01)*, attached hereto as Appendix A and hereby incorporated herein by reference.

## **11.0 ENTIRE 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 will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

[Signature page follows.]

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

**THE CITY OF LOS ANGELES**

**THE COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
MARTIN H. POMEROY  
Chief of Police

\_\_\_\_\_  
ZEV YAROSLAVSKY  
Chairman of the Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

ROCKARD J. DELGADILLO, City Attorney

By \_\_\_\_\_  
MARCIA GONZALES-KIMBROUGH  
Deputy City Attorney

Date \_\_\_\_\_

**ATTEST:**

J. MICHAEL CAREY, City Clerk

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

Date \_\_\_\_\_

City Business Tax Registration Number \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_

Agreement Number \_\_\_\_\_



## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. Construction of Provisions and Titles Herein.**

All titles or subtitles appearing herein 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 the **CONTRACTOR**. The word "**CONTRACTOR**" or "**CONSULTANT**" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** 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.

### **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. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be 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 portions or provisions 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 the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;

- B. This Contract has been approved by the CITY'S 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 legality;
- D. This Contract has been signed on behalf of the CITY by the person designated to so sign by the CITY'S 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 hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

**PSC-7. Excusable Delays.**

In the event that performance on the part of any party hereto shall be 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 shall include, but not be 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; 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, 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 term of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-10. Independent CONTRACTOR/CONSULTANT.**

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** 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-11. Prohibition Against Assignment or Delegation.**

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

**PSC-12. Permits.**

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

**PSC-13. Nondiscrimination and Affirmative Action.**

The **CONTRACTOR/CONSULTANT** shall comply with the applicable nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** 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. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8

through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and Affirmative Action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the **CITY**.

**PSC-14. Claims for Labor and Materials.**

The **CONTRACTOR/CONSULTANT** 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 matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'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-15. Current Los Angeles City Business Tax Registration Certificate Required.**

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

**PSC-16. Bonds.**

Duplicate copies of 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 Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

**PSC-17. Indemnification.**

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'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 the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph shall survive termination of this Contract.

**PSC-18. Insurance.**

**A. General Conditions**

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR 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 instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

**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/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the **CITY** Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'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 **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the 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 such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

**PSC-19. Child Support Assignment Orders.**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. **CONTRACTOR/CONSULTANT** is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit 2 and incorporated herein by this reference. Pursuant to this ordinance, **CONTRACTOR/CONSULTANT** shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) certify 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; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by City. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the City.

**CONTRACTOR/CONSULTANT** shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures 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 subdivision (1) of the Public Contract Code 7110.

**PSC-20. Compliance with Year 2000.**

**CONTRACTOR/CONSULTANT** assures that all hardware, software and other computer-related products and/or services purchased or leased for the **CITY** under this Contract shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, years 2000, and leap year calculations to the extent that other information technology used in combination is compatible.

**PSC-21. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, 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.
1. 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 benefits as defined in the LWO.
  2. **CONTRACTOR/CONSULTANT** 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/CONSULTANT** 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/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the City within ninety days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.



3. The **CONTRACTOR/CONSULTANT**, 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/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the City.
  4. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC 21 and shall incorporate the provisions of the LWO and the SCWRO.
  5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(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/CONSULTANT** has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37. 6 (d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** 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 awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** 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 there described through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** 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.

#### Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **PSC- 22. Americans with Disabilities Act.**

The **CONTRACTOR/CONSULTANT** shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached hereto as Exhibit 3 and incorporated herein by this reference.

#### **PSC- 23. Retention of Records, Audit and Reports.**

**CONTRACTOR/CONSULTANT** shall maintain 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 the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

#### **PSC-24. Discount Terms**

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

### **PSC-25. Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** 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/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** 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. The **CONTRACTOR/CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities 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 Ordinance in performance of the subcontract.

### **PSC-26. Warranty and Responsibility of CONSULTANT/CONTRACTOR**

**CONSULTANT/CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

### **PSC-27. Minority, Women, And Other Business Enterprise Outreach Program**

**CONTRACTOR/CONSULTANT** 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/CONSULTANT** 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/CONSULTANT** shall not change any of these designated subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-28. Ownership**

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate.

**PSC-29. Equal Benefits Ordinance.**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

- A. CONTRACTOR/CONSULTANT** shall comply with the Equal Benefits Ordinance during the performance of this contract and the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.
1. The **CONTRACTOR/CONSULTANT** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
  2. The **CONTRACTOR/CONSULTANT** 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 to the awarding authority, or to the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.
  3. The failure of any **CONTRACTOR/CONSULTANT** to comply with the Equal Benefits Provisions of this Contract may be deemed to be a material breach hereof. 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 City Administrative Officer. 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 the **CONTRACTOR/CONSULTANT**.

4. Upon a finding duly made that the **CONTRACTOR/CONSULTANT** has breached the Equal Benefits Provisions of this contract, this 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the City Administrative Officer that said **CONTRACTOR/CONSULTANT** is an irresponsible bidder pursuant to the provisions of Section 371, of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR/CONSULTANT** shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.
5. Notwithstanding any other provisions of this Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
6. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
7. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.
8. All **CONTRACTORS/CONSULTANTS** 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/ CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S/CONSULTANT'S** contract with the **CITY**.

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

(Share this information with your insurance agent or broker.)

**Person to Contact** Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME	Beth Camarco
CITY AGENCY	Police
ADDRESS	250 E. First St., Room 1101 Los Angeles, CA 90012
TEL	(213)847-4731
FAX	(213)847-4753

**GENERAL INFORMATION**

**1. Project ID** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.

**2. When to submit** Normally, no work or occupancy may begin until a City Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.

**3. Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

**4. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

**ADMINISTRATIVE REQUIREMENTS**

**5. 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. Non-admitted coverage must contain a **Service of Suit** clause in which the

**EXHIBIT 1 - Cont.**  
**INSURANCE REQUIREMENTS**

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.

**6. Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the City notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. 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 City's protection are allowed without City's prior written consent.

**7. Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

**POLICY CONDITIONS**

**8. Additional Insured/Loss Payee** The City must be included as an additional insured in applicable liability policies to cover the City's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.

**9. Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the City. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the City by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the City's interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

**10. Primary Coverage** The coverage must be 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.



**EXHIBIT 1 - Cont.**  
**INSURANCE REQUIREMENTS**

11. **Separation of Insureds (Severability of Interest)** In construction contracts, the City must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

**PROCEDURES**

12. **Acceptable Evidence and Approval** City Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The City forms are acceptable to the Calif. Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the City forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage.** Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the City; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond City requirements or which does not directly relate to the City's interests.

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

**COVERAGE INFORMATION**

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the City from the contractor, vendor or permittee's activities.

**EXHIBIT 1 - Cont.**  
**INSURANCE REQUIREMENTS**

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the City is at risk of third party claims which may arise out of your work or your presence on City premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the City's SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on City premises; it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the City. **Fire Legal Liability** is required for persons occupying a portion of City premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle City funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

**EXHIBIT 1 - Cont.**  
**INSURANCE REQUIREMENTS**

Name: COUNTY OF LOS ANGELES Date: JUNE 13, 2002  
Contract/Reference: 9-1-1 GEOTILE ENHANCEMENT

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (statutory)/Employer's Liability \$ 250,000.00  
 Broad Form All States Endorsement  Jones Act  
 Voluntary Compensation Endorsement  \_\_\_\_\_  
 Longshore and Harbor Workers' Compensation Act

Aircraft Liability \$ \_\_\_\_\_  Aviation/Airport Liability \$ \_\_\_\_\_  
 General Liability \$ 1,000,000.00  Automobile Liability \$ \_\_\_\_\_

If automobile is used in Contract

Passenger Liability (per seat) \$ \_\_\_\_\_  
 Premises and Operations  Explosion Hazard  
 Contractual Liability  Collapse/Underground Hazard  
 Independent Contractors  Garagekeeper's Legal Liability  
 Products/Completed Operations  Hangarkeeper's Legal Liability  
 Broad Form Property Damage  Owned Automobiles  
 Personal Injury  Nonowned/Hired Automobiles  
 Broad Form Liability Endorsement  Hookup (limited)  
 Watercraft Liability  
 Incidental Medical Malpractice  \_\_\_\_\_

Professional Liability (Errors and Omissions) \$ \_\_\_\_\_

Discovery period: \_\_\_\_\_

Property Insurance \$ \_\_\_\_\_  Fine Art Floater \$ \_\_\_\_\_  
 All Risk Coverage  Boiler & Machinery  
 Fire and Extended Coverage  Debris Removal  
 Vandalism & Malicious Mischief  Sprinkler Leakage

**EXHIBIT 1 - Cont.**  
**INSURANCE REQUIREMENTS**

- Flood \$ \_\_\_\_\_  Windstorm \_\_\_\_\_  
 Earthquake \$ \_\_\_\_\_  \_\_\_\_\_

Fire Legal Liability \$ \_\_\_\_\_

If Contractor leases City property or has construction loans for Contractors,  
Vendors, Lessees and Permittees doing business with the City of Los Angeles

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Crime Insurance \$ \_\_\_\_\_

- Comprehensive Dishonesty Disappearance & Destruction  
 Blanket Crime

Fidelity Bond \$ \_\_\_\_\_  
or 1/12 of total funding of all contracts whichever is greater

- Blanket Position  Commercial Blanket  
 \_\_\_\_\_
- 

Owner's Protective Liability \$ \_\_\_\_\_

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- Ocean marine Liability \$ \_\_\_\_\_  Ocean Cargo \$ \_\_\_\_\_  
 Protection & Indemnity  Jones Act  Inchmaree  
 Running Down Clause  Wharfinger's Liability  Charterer's Legal Liability  
 Pollution  Ship Repairer's Liability  \_\_\_\_\_
- 

Notes: \_\_\_\_\_

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Self-Insurance: Notwithstanding the insurance requirements in this Exhibit 1 to the Standard Provisions for City Contracts; the City will accept, as an equivalent for such coverage, evidence of an ongoing self-insurance program acceptable to the City. County will provide a certificate of self-insurance from County's Chief Administrative Office, Risk Management Operations.



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

June 20, 2002

City of Los Angeles  
City Attorney, Insurance and Bonds  
1800 City Hall East  
200 North Main Street  
Los Angeles, CA 90012-4168

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**CERTIFICATE OF INDEMNIFICATION/SELF-INSURANCE**

This is certification that the County of Los Angeles agrees to indemnify, defend and hold harmless the City of Los Angeles its officers and employees under the County's program of Indemnification/Self Insurance for liability arising under the Agreement for Software Services to upgrade the 911 Geofile between the County of Los Angeles Chief Administrative Office Urban Research Service Integration Branch and the City of Los Angeles Police Department (LAPD).

This Indemnification/Self Insurance Program includes General Liability, including bodily injury and property damage, Professional Liability, Commercial Auto Liability and Workers' Compensation, warranted to meet the limits required in the agreement and will apply only to liability arising from the County's acts and omissions. The County will provide thirty (30) days written notice of any modification or cancellation of this indemnification/Self Insurance Program.

LAPD must report any incident or claim for damages to the County within (60) Sixty day of knowledge, otherwise the County's indemnification will become null and void, this coverage is effective for the term of the agreement between the County of Los Angeles and LAPD.

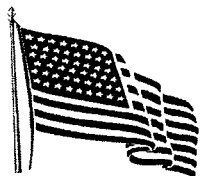
Please call me at (213) 974-1458 if you need further information.

Sincerely,

DAVID E JANSSEN  
Chief Administrative Officer

  
SAL REZA  
Risk Management Operations

c: Jeff Wong, LACO/CAO



United We Stand

**EXHIBIT 2**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that County of Los Angeles will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

Los Angeles / Los Angeles County / California

City/County/State

Date SEPT 12, 2002

County of Los Angeles      222 S. Hill St., Fifth Floor, Los Angeles

Name of Business

Address CA, 90012

Wayne Bannister

WAYNE BANNISTER

Signature of Authorized Officer or Representative

Print Name

MANAGER, URBAN RESEARCH

(213) 974-5121

Title

Telephone Number

**EXHIBIT 3**  
**CERTIFICATION REGARDING COMPLIANCE WITH THE**  
**AMERICANS WITH DISABILITIES ACT**

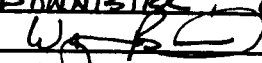
The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER \_\_\_\_\_

**CONTRACTOR/BORROWER/AGENCY**  
County of Los Angeles

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

WYNE BANNISTER, MANAGER  
SIGNATURE   
DATE SEP 12, 2002

CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers - Insurance related activities which "In Lieu" taxes are paid to the State of California
3. Foreign Governments - Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
4. United States Government and Agencies
5. State of California
6. University of California
7. California State Universities and Colleges
8. Community Redevelopment Agency of the City of Los Angeles
9. Housing Authority of the City of Los Angeles
10. County of Los Angeles
11. Los Angeles Convention and Exhibition Center
12. Los Angeles Memorial Coliseum Commission
13. Districts and Political Subdivisions under the Laws of the State of California (such as):
  - a. Los Angeles Unified School District
  - b. Los Angeles Community College District
  - c. Los Angeles County Flood Control District
  - d. Metropolitan Water District
  - e. Metropolitan Transit Authority
  - f. Mosquito Abatement Districts
  - g. Wilmington Cemetery District
  - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and are exempted from paying the City of Los Angeles Business Tax.

County of Los Angeles

Name of Agency

County Agency

Nature of Business/Type of Agency

222 S. Hill St. Fifth Floor, Los Angeles, CA 90012

Address

WAYNE BOANIKER  
Printed Name of Authorized Representative or Agent

(213) 979-5121  
Phone Number

[Signature]  
Signature

MANAGER  
Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE CITY CLERK'S OFFICE, 111 N Hope St, L-68, LOS ANGELES,



CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers - Insurance related activities which "In Lieu" taxes are paid to the State of California
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13. Districts and Political Subdivisions under the Laws of the State of California (such as):
  - a. Los Angeles Unified School District
  - b. Los Angeles Community College District
  - c. Los Angeles County Flood Control District
  - d. Metropolitan Water District
  - e. Metropolitan Transit Authority
  - f. Mosquito Abatement Districts
  - g. Wilmington Cemetery District
  - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and are exempted from paying the City of Los Angeles Business Tax.

County of Los Angeles

Name of Agency

County Agency

Nature of Business/Type of Agency

222 S. Hill St. Fifth Floor, Los Angeles, CA 90012

Address

WAYNE BANWALTER  
Printed Name of Authorized Representative or Agent

(213) 974-5121  
Phone Number

Wayne Banwalter  
Signature

MANAGER  
Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE CITY CLERK'S OFFICE, 111 N Hope St, L-68, LOS ANGELES, CALIFORNIA 90012. ATTN: TAX CLASSIFICATION. MAIL-IN UNIT.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION  
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
  - 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
  - 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
  - 1. Adhere to the Nondiscrimination Clause above;
  - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
  - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
  - 1. Adhere to the Nondiscrimination Clause above;
  - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
  - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
  - 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
  - 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
    - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
    - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
  - 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
  - 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.


E. Equal Employment Opportunity Officer:

Please be advised that \_\_\_\_\_ is hereby  
NAME OF DESIGNEE TITLE  
designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:  
\_\_\_\_\_, ( ) \_\_\_\_\_  
WORK ADDRESS TELEPHONE

- F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:
  - 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
  - 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
  - 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
  - 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted:  City Plan;  Company Plan.
  - 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

County of Los Angeles  
COMPANY NAME  
222 South Hill Street, Fifth Floor  
ADDRESS  
Los Angeles, CA 90012  
CITY, COUNTY, STATE, ZIP

  
AUTHORIZED SIGNATURE  
WAYNE BANIKTEL, MANAGER  
NAME AND TITLE (TYPE OR PRINT)  
(213) 974 5121  
TELEPHONE  
SEPT 12, 2002  
DATE

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
**Construction Contracts in excess of \$1,000 or more but less than \$5,000 and**  
**Nonconstruction Contracts of \$1,000 or more but less than \$100,000**

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract 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 contract:

- A. During the performance of this contract, 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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, the 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, domestic partner 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 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 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 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 the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two 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 contract, the City of Los Angeles 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 Office of Contract Compliance, 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 contract, 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 contract Compliance program.
- 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, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted 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. 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.

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or more and**  
**Nonconstruction Contracts of \$100,000 or More**

**Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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. 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 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner 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, 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 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, 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 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 the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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 of Los Angeles. 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 of Los Angeles 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 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 contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles 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 of Los Angeles 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 Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, 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 contract compliance program.
- 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.

#### Sec. 10.8.4. Affirmative Action Program Provisions.

- K. The 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, the 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, the 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) A 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 the 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 work force 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 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.
- 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. This ordinance shall not confer upon the City of Los Angeles 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 or suppliers engaged in the performance of City contracts.
- 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.

**LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**  
**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

**Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**

**1. Construction Contracts Included.**

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority\*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

\*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

**2. Anticipated Utilization.**

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

**3. An Affirmative Action Plan.**

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

**a. Recruit and make efforts to obtain such employees through:**

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance 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 nondiscriminatory 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 such 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 obligations.**

**e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**

**f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.**

**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

- 4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
  - a. Recruit and refer minority, women and other employees to such programs;
  - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
  - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
  
- 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said 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 contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
  
- 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
  - a. What steps were taken, how and on what date.
  - b. To whom those efforts were directed.
  - c. The responses received, from whom and when.
  - d. What other steps were taken or will be taken to comply and when.
  - e. Why the contractor has been or will be unable to comply.
  
- 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
  
- 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
  
- 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
  
- 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
  
- 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
  
- 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
  
- 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
  
- 14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

  
\_\_\_\_\_  
Officer's Signature

SEPT 12, 2002  
\_\_\_\_\_  
Date

WAYNE BANNISTER, MANAGER  
\_\_\_\_\_  
Officer's Name and Title (Type or Print)

County of Los Angeles  
\_\_\_\_\_  
Firm Name