

TRANSMITTAL		0150-12188-0000
TO The Board of Public Works	DATE 10/03/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	
<p>Proposed Contract with the Los Angeles Community College District for professional education for Bureau of Street Services employees</p> <p>Transmitted for further processing. See the City Administrative Officer report attached.</p> <div style="text-align: center;">  MAYOR (Andre Herndon for) </div>		
MWS:XYZ:06230025t		

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

To: The Mayor	Date: 9/30/22	C.D. No. Citywide	CAO File No.: 0150-12188-0000				
Contracting Department/Bureau: Department of Public Works, Bureau of Street Services		Contact: Melinda Chou					
Reference: Letter to the Mayor from the Board of Public Works dated September 9, 2022; referred for report September 8, 2022							
Purpose of Contract: To provide an accredited college education for existing and future street services employees targeting specific skills required by the Bureau in the performance of its duties.							
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: July 1, 2022 through June 30, 2025 with an option to extend on a month to month basis.					
Contract/Amendment Amount: \$525,000							
Proposed amount \$ 525,000 + Prior award(s) \$ 0= Total \$ 525,000							
Source of funds: General Fund							
Name of Contractor: Los Angeles Community College District / Los Angeles Trade-Technical College							
Address: 770 West Wilshire, Los Angeles, CA 90017 / 400 West Washington Blvd, Los Angeles, CA 90015							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose		X		8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Mayor authorize the President of the Board of Public Works, or two members of the Board, to execute the proposed contract with the Los Angeles Community College District and Los Angeles Trade-Technical College for the provision of accredited college education for existing and future employees of the Bureau of Street Services.

SUMMARY

The Board of Public Works requests authority to execute a contract with the Los Angeles Community College District (LACCD) for the provision of professional education for current and future employees of the Bureau of Street Services. These classes are directly related to the performance of work performed daily by Bureau employees, including field staff. Classes include, but are not limited to, topics such as: Motor Sweeper Operator, Supervision in Public Works, Plan Interpretation and Cost Estimating, Heavy Equipment Safety and Maintenance, Applied Calculations in Public Works, Project Management in Public Works, Management in Public Works, Hazardous Materials for First Responders, Report Writing in Public Works, Public Works Inspection and Leadership Training.

			
DHH	Analyst	0150-12188-0000	for City Administrative Officer

The term of the contract is for three years but also includes a month-to-month provision that could extend the contract beyond the three years. The contract is with another governmental agency and consistent with Los Angeles Administrative Code Section 10.5, does not require Council approval. The contractor has complied with City contracting policies.

The contract ceiling is \$525,000 and it is anticipated that approximately \$175,000 will be obligated each of the three years. Funds are being provided from within the Bureau of Street Services Adopted Budget. The extent of the City obligation under the contract will be limited to the extent appropriations approved by the Council and Mayor are approved.

The City Attorney approved the sole source selection of LACCD as uniquely positioned to provide the services.

FISCAL IMPACT STATEMENT

Approval of the recommendations will result in an expenditure of \$525,000 from the General Fund. The City's obligation will be limited to the extent of appropriations by the Council and Mayor.

FINANCIAL POLICIES STATEMENT

The recommendation complies with City Financial Policies as sufficient funds exist to cover anticipated expenditures.

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

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COMMISSIONER

SUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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

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

<http://bpw.lacity.org>

September 9, 2022

BPW-2022-0519

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

**SOLE SOURCE PERSONAL SERVICES CONTRACT – LOS ANGELES COMMUNITY
COLLEGE DISTRICT – LOS ANGELES TRADE-TECHNICAL COLLEGE – STREET
MAINTENANCE TECHNOLOGY PROGRAM**

As recommended in the accompanying report from the Directors of the Bureaus of Street Services and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor:

1. AWARD a sole source Personal Services Contract (PSC) for three (3) years for educational services for the Street Maintenance Technology Program to Los Angeles Community College District on behalf of Los Angeles Trade-Technical College;
2. FORWARD the proposed PSC to the Mayor's Office pursuant to Mayoral Executive Directive No. 3 (Villaraigosa Series); and
3. AUTHORIZE the President or two members of the Board to execute the PSC.

(W.O. M0017000)

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc



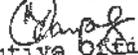
DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.1
Date: August 5, 2022

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

AUG 05 2022

AND REFERRED TO THE MAYOR


Executive Officer
Board of Public Works

COUNCIL DISTRICT: ALL

EXECUTE A SOLE SOURCE CONTRACT WITH THE LOS ANGELES COMMUNITY COLLEGE DISTRICT FOR EDUCATIONAL SERVICES FOR THE STREET MAINTENANCE TECHNOLOGY PROGRAM (WORK ORDER NO. M0017000)

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **AWARD** a sole source Personal Services Contract (PSC) for three (3) years for educational services for the Street Maintenance Technology Program to Los Angeles Community College District (**LACCD**) on behalf of Los Angeles Trade-Technical College (**LATTC**);
2. **FORWARD** the proposed PSC to the Mayor's Office pursuant to Mayoral Executive Directive No. 3 (Villaraigosa Series); and
3. **AUTHORIZE** the President or two members of the Board to execute the PSC.

TRANSMITTALS

1. Proposed PSC for Educational Services for the Street Maintenance Technology Program with **LATTC**.
2. Notice of Intent to Contract dated June 4, 2021.
3. Personnel Department 1022 Contract Review Report dated June 10, 2021.
4. Approved Business Inclusion Program Waiver dated May 21, 2021.

DISCUSSION

Background

The Bureau of Street Services (StreetsLA) seeks to establish a contract with the **LACCD** through one of its nine colleges, **LATTC**, to administer the bureau's Street Maintenance Technology Program. **LATTC** has provided college-accredited educational services for the Street Maintenance Technology Program for the past thirty-one years, since 1991. **LATTC** is a community college that provides a path for StreetsLA employees and others to earn a Certificate of Achievement and/or an Associate of Arts Degree in Street

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
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Maintenance Technology. The program is designed for those interested in a career in public works maintenance operations. A specific series of courses was established and approved by **LATTC**. The program is specialized to the needs of StreetsLA. Through classroom and hands-on training, students gain knowledge and skills in the installation and maintenance of various types of street construction, as well as, supervisory skills needed to promote into management. **LATTC** is also conveniently located within minutes of the Public Works Building. Approximately 90% of the students enrolled in the program are StreetsLA employees.

LATTC will provide all services associated with a college-accredited educational institution, including recruitment, class catalog development, registration, class instruction, classroom space, and other liaison duties between the school, students, instructors, and StreetsLA. **LATTC** will register students, issue Student ID Numbers, and provide students with access to student services including, Admissions and Records, Counseling, and the library.

SOLE SOURCE JUSTIFICATION

The Street Maintenance Technology Program is a long-standing college-accredited training program between StreetsLA and **LATTC** that has been in existence for over thirty years. This educational program must be provided through an accredited educational institution, such as **LATTC**, that offers the curriculum of classes StreetsLA desires while offering college credit to incentivize employees to complete the program. **LATTC** currently offers 19 courses through the program as follows:

Core Classes	Level 1 Classes	Level 2 Classes
1. Applied Calculations in Public Works	1. Fundamentals I	1. Introduction to Management in Public Works
2. Overview of Careers in Public Works	2. Fundamentals II	2. Project Management in Public Works
3. Report Writing for Public Works	3. Advanced Calculations	3. Management in Public Works
4. Hazardous Materials for First Responders	4. Issues and Practices in Public Works	4. Leadership Training for Managers
5. Supervision in Public Works	5. Heavy Equipment Safety and Maintenance	5. Strategic Planning in Public Works
	6. Driver's License Preparation – Class B	6. Plan Interpretation and Cost Estimating
	7. Motor Sweeper Operator	7. Public Works Inspection

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The above curriculum of courses offered by **LATTC** helps further StreetsLA's commitment to provide effective and practical training for its employees, including those desiring promotion into management. The program enables StreetsLA employees to hone their field operations knowledge, as well as benefit those employees aspiring to achieve supervisor and superintendent levels. After 130 employees retired last fiscal year through the Separation Incentive Program and a current 26% vacancy rate, this training program is more critical than ever to train the next generation of StreetsLA leaders. StreetsLA has a continuing need for this essential and valuable ongoing training tool to develop its primarily blue-collar workforce. Contracting with **LATTC** to continue offering the Street Maintenance Technology Program to StreetsLA employees provides the necessary training to enhance employees' skillsets and promotability into higher level positions, build leadership skills, and help with succession planning.

PROPOSED TERM OF AGREEMENT AND CONTRACT CEILING

The term of the proposed contract will be for three (3) years, commencing on July 1, 2022 through June 30, 2025, unless terminated earlier by the City (Transmittal No. 1). The City will pay **LATTC** for each class offered based on the instructional hours of each class during any given semester/session of the academic school year. Most classes consists of 60 instructional hours, and the fee for each instructional hour is \$150. The contract ceiling will be \$525,000 over the three-year term.

CONTRACTOR'S PREVIOUS WORK RECORD

LATTC has not been awarded any contracts by the Department of Public Works within the last five years, but has provided similar services to StreetsLA for each of the last five years through annual Authority for Expenditures (AFE's). **LATTC** has no record of any violations while performing these services for the City.

COMPLIANCE WITH THE CITY'S NON-DISCRIMINATION POLICIES

LATTC shall comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, Slavery Disclosure Ordinance, and Disclosure of Border Wall Contracting Ordinance requirements.

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CONTRACTOR RESPONSIBILITY ORDINANCE

LATTC is subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Division 10, Chapter 1, Article 14, of the L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the bidder's/proposer's contract subject to termination pursuant to the conditions expressed therein.

CONTRACTOR PERFORMANCE EVALUATION

The quality of the work performed by the contractor will be monitored in accordance with the Contractor Performance Evaluation Ordinance No. 173018 [Division 10, Chapter 1, Article 13 of the LAAC] and the Rules for the Evaluation of Service Contractors which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts. The reports are kept on file by the BCA for reference by other City departments and agencies.

NOTICE OF INTENT TO CONTRACT

The required Notice of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on June 4, 2021 (Transmittal No. 2).

CHARTER SECTION 1022 DETERMINATION

The Personnel Department issued a Charter 1022 determination on June 10, 2021 in which it was determined that City employees do not have the expertise to perform the work required by StreetsLA (Transmittal No. 3). Furthermore, the City is not a college-accredited educational institution.

BUSINESS INCLUSION PROGRAM (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

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On May 21, 2021, the Mayor's Office of Budget and Innovation granted a waiver of the Business Inclusion Program (BIP) outreach requirements because there are no subcontracting opportunities available for this contract (Transmittal No. 4). Therefore, it is recommended that the Board approve the waiver of the BIP Outreach requirements for this contract.

LOCAL BUSINESS PREFERENCE (LBP) PROGRAM

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. Businesses that qualify as a Local Business Enterprise (LBE) may be granted an eight percent reduction of their Bid amount solely for Bid evaluation purposes. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent reduction for each of those certifications, up to a total of twelve percent. Businesses that qualify as a LBE, but neither as a LSB and/or a LTE, may be granted a one percent reduction, up to a maximum of two percent for each of those certifications, for every ten percent of their bid that is to be performed by a LSB and/or a LTE subcontractor. Additionally, all non-LBE Businesses may be granted a one percent reduction, up to a maximum of five percent, of their Bid amount solely for Bid evaluation purposes, for every ten percent of their bid that is to be performed by a LBE, LSB, and/or a LTE subcontractor.

Since StreetsLA is requesting a sole-source contract, the LBP Program does not apply.

HEADQUARTERS ADDRESS AND WORKFORCE INFORMATION

LACCD's office is located at 770 Wilshire Boulevard, Los Angeles, California 90017. LACCD has approximately 1630 of 7486 employees living within the City of Los Angeles. LATTC is located at 400 West Washington Boulevard, Los Angeles, California, 90015. LATTC has approximately 268 of 709 employees living within the City of Los Angeles.

CONTRACT ADMINISTRATION

The responsibility for the administration of this contract will be with the StreetsLA Administration Division.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed and approved this proposed contract as to form.

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BUREAU OF STREET SERVICES
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FISCAL IMPACT STATEMENT / STATUS OF FUNDING

The total usage for this contract will not exceed \$525,000 over three years (approximately \$175,000 annually). Sufficient funds are available for this contract within the Bureau of Street Services General Fund 100, Department 86, Account 006010 – Office and Administrative.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City appropriates funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

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SIGNATURE PAGE

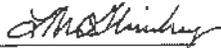
(KM, SHC, MC, LM, JLR, MDLP)

Respectfully Submitted,



KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services (StreetsLA)

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



Lynda McGlinchey (Jul 7, 2022 18:36 PDT)

LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration



JOHN L. REAMER, JR
Inspector of Public Works
Bureau of Contract Administration

APPROVED AS TO FUNDS:



for _____
MIGUEL DE LA PENA, Director
Office of Accounting

Date: 7/28/2022

Fund 100, Dept. 86, Appr. # 006010, \$525,000

KM/SHC/MC:mxr

Questions regarding this report may be referred to:
Martina Ruiz, Management Analyst
Phone No. (213) 847-0831
E-mail: martina.x.ruiz@lacity.org

CONTRACT NO. C-_____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF
LOS ANGELES TRADE-TECHNICAL COLLEGE
FOR
EDUCATIONAL SERVICES FOR THE STREET MAINTENANCE
TECHNOLOGY PROGRAM

City of Los Angeles
Department of Public Works



Bureau of Street Services, Administration Division
<https://streetsla.lacity.org/>

Department of Public Works, Bureau of Street Services
Keith Mozee, Executive Director and General Manager
1149 S. Broadway, Suite 400
Los Angeles, CA 90015

TRANSMITTAL 1

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ATTACHMENTS:

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

**PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES
AND LOS ANGELES COMMUNITY COLLEGE DISTRICT
ON BEHALF OF LOS ANGELES TRADE-TECHNICAL COLLEGE**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Department of Public Works, Bureau of Street Services or StreetsLA ("Department") and Los Angeles Community College District on behalf of Los Angeles Trade-Technical College, a California Community College] ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, the CITY has a continuing need for college-accredited educational services for StreetsLA's Street Maintenance Technology Program, which has been in existence since the 1990s through a partnership with CONTRACTOR; and

WHEREAS, the program must be provided through an accredited educational institution that offers the curriculum of courses StreetsLA desires, while offering college credit to incentivize employees to complete the program; and

WHEREAS, the CONTRACTOR is a community college that provides a path for StreetsLA employees and others to earn a Certificate of Achievement or an Associate of Arts Degree in Street Maintenance Technology. The program is designed for those interested in a career in public works maintenance operations. Through classroom and hands-on training, students gain knowledge and skills in the installation and maintenance of various types of street construction, as well as supervisory skills needed to promote into management; and

WHEREAS, the Street Maintenance Technology Program is an essential and valuable ongoing training tool to develop StreetsLA's primarily blue-collar workforce; and

WHEREAS, the CITY does not have personnel with the expertise to provide college-accredited educational services, and the CITY is not an accredited educational institution. CONTRACTOR has partnered with StreetsLA's Street Maintenance Technology Program for the past thirty years; and

WHEREAS, the services provided under this Agreement are of professional, expert, technical or special services of a temporary and occasional nature for which it is

not feasible nor practicable for the use of a formal competitive process for the award of this Agreement;

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

1. SECTION HEADINGS / DEFINITIONS / PARTIES TO THE AGREEMENT

1.1. Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this document.

1.2. Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

**AGREEMENT /
CONTRACT**

The written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the services. The Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the services to be performed and which may be required to supply acceptable services specified herein.

APPLICABLE LAW

All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all other federal, state, regional, county, geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.

BOARD

The Board of Public Works of the City of Los Angeles.

CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
CITY PROJECT MANAGER	A representative of the CITY or its assigned staff to monitor the Agreement.
CONTRACTOR	Los Angeles Community College District or Los Angeles Trade-Technical College
CONTRACTUAL SERVICES	All services to be provided by the CONTRACTOR under this Agreement.
DIRECTOR	Director of the Bureau of Street Services.
HOLIDAYS	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous Peoples' Day; Veterans' Day; Thanksgiving; the day after Thanksgiving; and Christmas Day.
MBE / WBE / OBE	Minority / Women / Other Business Enterprise.
PERMITS	Permits, licenses and approvals required by Federal, State, and Local laws and Regulations pertinent to an accredited educational institution.
CONTRACTOR	Los Angeles Community College District through Los Angeles Trade-Technical College will be utilized to perform all the tasks defined in this Agreement..

STREETS LA	The Bureau of Street Services (StreetsLA) of the City of Los Angeles, which is the primary City department responsible for administering this Agreement.
SUBCONTRACTOR	An individual or company having a contract with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.

1.3. Introduction

The Bureau of Street Services (StreetsLA) seeks to establish a contract with CONTRACTOR, Los Angeles Community College District through one of its nine colleges, Los Angeles Trade-Technical College (LATTC), to administer its Street Maintenance Technology Program. LATTC has provided accredited educational services for the Bureau's Street Maintenance Technology Program for the past thirty years. This is a long-standing training program between StreetsLA and LATTC. LATTC is a California Community College that provides a path for Bureau employees and others to earn a Certificate of Achievement and/or an Associate of Arts Degree in Street Maintenance Technology. The program is designed for those interested in a career in public works maintenance operations. A specific series of courses was developed and approved by LATTC. The program is specialized to the needs of StreetsLA. Through classroom and hands-on training, students gain knowledge and skills in the installation and maintenance of various types of street construction, as well as, supervisory skills needed to promote into management. Approximately 90% of the students enrolled in the program are StreetsLA employees.

1.4. Parties to the Agreement

The parties to this Agreement are:

- A. CITY** – The City of Los Angeles, acting by and through the Department of Public Works, Bureau of Street Services, having its principal office at the Public Works Building 1149 South Broadway, Suite 400, Los Angeles, CA 90015.
- B. CONTRACTOR** – Los Angeles Community College District through Los Angeles Trade-Technical College, having its principal office at 400 West Washington Blvd., Los Angeles, CA 90015.

1.5. 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:

1.5.1. Contractor's Representative

Charalambos Ziogas
VP, Administrative Services
Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, CA 90017
Email: ziogasc@lattc.edu

With Copies to:

William D. Elarton-Selig
CMU Chairman
Los Angeles Trade-Technical College
400 West Washington Boulevard
Los Angeles, CA 90015-4108
Email: elartowd@lattc.edu
Phone: (213) 763-3700

1.5.2. City's Representative

Keith Mozee
Executive Director and General Manager
Department of Public Works, Bureau of Street Services
1149 South Broadway, Suite 400
Los Angeles, CA 90015
Email: keith.mozee@lacity.org
Phone: (213) 847-3333

With copies to:

Melinda Chou, Senior Management Analyst II
Department of Public Works, Bureau of Street Services
Administration Division
1149 South Broadway, Suite 400
Los Angeles, CA 90015
Email: melinda.chou@lacity.org
Phone: (213) 847-2822

1.6. Formal Notices

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

1.7. Notices of Change

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

2. TERM OF AGREEMENT

2.1. Term of Agreement

The term of this Agreement will commence on July 1, 2022 for a period of three (3) years through June 30, 2025, unless terminated earlier by the CITY.

In addition, the CITY may elect to extend the Agreement on a month-to-month basis during which period the CITY and the CONTRACTOR shall continue performance under the terms of this Agreement. If the Agreement is extended, the contract ceiling shall be increased by \$175,000 for each additional 12-month period.

2.2. Ratification Clause

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the Term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

3. STATEMENT OF WORK

3.1. Contractor's Performance of Work

A. CONTRACTOR shall perform all work required in this Section 3-Statement of Work.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with the Statement of Work. Failure to receive approval may

result in the withholding of compensation for such work pursuant to Section 5. Compensation and Method of Payment, of this Agreement.

- B.** Notwithstanding any other provisions of this Agreement, the CONTRACTOR will perform such other work and deliver such other items within the Statement of Work as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.
- C.** In the event that the CITY requires services in addition to those specified in this Agreement, CONTRACTOR shall provide a written quote for such additional services. Prior to performance of additional work, this Agreement will be amended or a Project Change Authorization order issued, whichever is appropriate, to include the additional services and payment therefor.
- D.** CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operations of StreetsLA or any other Department.

3.2. Services to be Provided by Contractor

CONTRACTOR through Los Angeles Trade-Technical College (LATTC) shall provide accredited educational services for the Bureau of Street Services' (Bureau or StreetsLA) Street Maintenance Technology Program. LATTC is a community college that provides a Construction Maintenance & Utilities (CMU) Pathway for students to earn a Certificate of Achievement and/or an Associate of Arts Degree in Street Maintenance Technology. The program is designed for those interested in a career in public works maintenance operations. A specific series of courses was developed and approved by LATTC.

LATTC shall provide all services associated with a college-accredited educational institution from recruitment, class catalog development, registration, class instruction, classroom space and other liaison duties between the school, students, instructors, and StreetsLA. CONTRACTOR shall register students, issue Student ID numbers, and provide students with access to student services including, but not limited to, Admissions and Records, Counseling, and the library.

3.3. Credit Classes

CONTRACTOR shall provide classes in conformance with Title 5 of the California Code of Regulations, hereinafter referred to as Credit Classes, in the subjects set forth in this Agreement; to be arranged in accordance with a schedule to be determined between the CITY and the CONTRACTOR.

CONTRACTOR shall provide the number of units of academic credit to each student who successfully completes each Credit Class as set forth above.

3.4. Enrollment Procedure

Enrollment and registration procedures shall be conducted online, at the CITY'S facility, or other agreed upon location by the administration and staff of the College. Students enrolling in the classes shall complete, in its entirety, the College Application for Admission, the Permit Form, and the Directory Card.

3.5. Facilities / Online Classroom

Classes shall be conducted in secure classroom facilities satisfactory to the CONTRACTOR, and at CITY'S option, be provided by the CITY at no cost to the CONTRACTOR.

Classes may also be provided through an Online Classroom platform, such as Canvas. CONTRACTOR shall be solely responsible for providing and maintaining such platform and providing students with login access to the system.

4. PERSONNEL

4.1. Key Personnel

4.1.1. Project Manager

CONTRACTOR will assign a full-time program manager with full authority to administer the Agreement for CONTRACTOR and with relevant experience in implementing the maintenance services. CONTRACTOR's Key Personnel are listed below:

William D. Elarton-Selig
CMU Chairman
Los Angeles Trade-Technical College
400 West Washington Boulevard
Los Angeles, CA 90015-4108
Email: elartowd@lattc.edu
Phone: (213) 763-3700

4.2. Subcontractors

A. There are no subcontractors assigned to this Agreement.

- B. With prior written approval by the CITY, CONTRACTOR may enter into subcontracts with other vendors for the performance of portions of this Agreement.
- C. All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with the Statement of Work. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Section 5. Compensation and Method of Payment, of this Agreement.
- D. CONTRACTOR will at all times be responsible for the acts and errors or omissions of its Subcontractors in the performance of this Agreement. Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.
- E. Provisions Bind on Subcontracts. CONTRACTOR shall require compliance by all Subcontractors with the provisions of this Agreement.

5. COMPENSATION AND METHOD OF PAYMENT

5.1. Compensation and Schedule of Work and Prices

The CITY will pay the CONTRACTOR for satisfactory services provided under this Agreement, in accordance with the fee schedule shown below, and shall not exceed \$525,000 over the three-year term of the Agreement.

The CITY shall pay CONTRACTOR for each class offered during any given semester/session of the academic school year and shall be based on the instructional hours of each class, not the length of the semester/session that the class is offered. Each class consists of 60 instructional hours, except for ST MAIN 209 which is 80 hours, and ST MAIN 210 which is 120 hours. The fee for each instructional hour is \$130 and shall increase to \$150 effective January 1, 2022. This fee covers all costs of the instructional program.

Instructional Hours	Course Units	Rates Before 1/1/2022		Rates Effective 1/1/2022	
		Instructional Hourly Rate	Class Fee	Instructional Hourly Rate	Class Fee
60.0	3	\$130	\$7,800	\$150	\$9,000
80.0	2	\$130	\$10,400	\$150	\$12,000
120.0	6	\$130	\$15,600	\$150	\$18,000

The classes and their associated fees offered through the Street Maintenance Technology Program are listed below. CITY and CONTRACTOR may add additional classes to the program by mutual

agreement, and at rates based on the required instructional hours of each class described above.

Class Code	Class Title	Class Units	Instructional Hours	Before 1/1/2022		Effective 1/1/2022	
				Fee per Instructional Hour	Class Fee	Fee per Instructional Hour	Class Fee
ST MAIN 103	Applied Calculations in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 200	Overview of Careers in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 201	Fundamentals I	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 202	Fundamentals II	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 203	Advanced Calculations	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 204	Report Writing for Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 205	Issues and Practices in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 206	Heavy Equipment Safety and Maintenance	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 207	Hazardous Materials for First Responders	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 208	Supervision in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 209	Driver's License Preparation - Class B	2	80	\$130	\$10,400	\$150	\$12,000
ST MAIN 210	Motor Sweeper Operator	6	120	\$130	\$15,600	\$150	\$18,000
ST MAIN 240	Introduction to Management in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 241	Project Management in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 242	Management in Public Works (continuation of ST MAIN 240)	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 245	Leadership Training for Managers	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 252	Strategic Planning in Public Works	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 253	Plan Interpretation and Cost Estimating	3	60	\$130	\$7,800	\$150	\$9,000
ST MAIN 254	Public Works Inspection	3	60	\$130	\$7,800	\$150	\$9,000

The CONTRACTOR will only invoice for actual work performed. If any item listed within the Schedule of Work and Prices is not provided in any given session or semester, CONTRACTOR will reduce its session or semester invoice accordingly. Should additional services be added per Section 3.1.C., the session or semester fee shall increase according to the rates agreed upon for such additional services.

The CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. The CONTRACTOR will not provide any services, goods, or equipment, and the CITY will not pay for any services, goods, or equipment, provided in excess of the funds appropriated by the CITY for this Agreement.

5.2. Invoice Procedures

- A.** CONTRACTOR will submit invoices that detail the services performed and the total amount due to the appropriate Department entity listed below.

Attn: Melinda Chou
Senior Management Analyst II (Division Manager)
Department of Public Works, Bureau of Street Services
Administration Division
1149 South Broadway, Suite 400
Los Angeles, CA 90015-2213
Email: melinda.chou@lacity.org
Phone: (213) 847-2822

- B.** The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from CONTRACTOR. The CITY shall review CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days. Payment may be made sooner where cash discounts are offered for early payment.
- C.** To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement specific supporting documentation shall be submitted with invoices.
- D.** CONTRACTOR is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:
- i. Name and address of CONTRACTOR
 - ii. Name and address of CITY department being billed
 - iii. Date of invoice and the period covered

- iv. Reference to Contract number
 - v. Class name, class dates, and corresponding amount being invoiced
 - vi. Payment terms, total due, and due date
 - vii. Discount and terms (if applicable)
 - viii. Remittance Address (if different from CONTRACTOR'S address)
- E.** All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or contain other unique and identifying information such as name and address of CONTRACTOR. Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.
- F.** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
- G.** Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

6. STANDARD PROVISIONS

6.1. Standard Provisions for City Contracts

- A.** CONTRACTOR acknowledges and agrees to comply with the requirements of the "Standard Provisions for City Contracts" (Rev. 10/21) [v.4]" attached hereto as Attachment A and incorporated herein by this reference.
- B.** CONTRACTOR must access insurance information on the Internet through the City Administrative Offer (CAO) Risk Management website. For information, go to: <http://cao.lacity.org/risk/>, or email at cao.insurance.bonds@lacity.org, or call at (213) 978-7475.
- C.** CONTRACTOR will obtain and keep current a Business Tax Registration Certificate (BTRC) Number and all such certificates required of it and will not allow any such certificate(s) to be revoked or suspended while this Contract is in effect. For compliance details,

contact the Office of Finance, Tax and Permit Customer Service Center at (844) 663-4411 or write to: Finance.CustomerService@lacity.org or refer questions to the:

Office of Finance
Special Desk Unit
200 North Spring Street, Room 101
Los Angeles, CA 90012

- D.** The CITY shall indemnify and hold harmless the CONTRACTOR, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorney's fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or tradename, furnished or used in connection with this Agreement. The CITY, at its own expense, shall defend any action brought against the CONTRACTOR to the extent that such action is based upon a claim that the goods or software supplied by the CITY or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

7. ENTIRE AGREEMENT

7.1. Complete Agreement

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

7.2. Number of Originals and Attachments

This Agreement may be executed in counterparts by way of written or electronic signature, each of which shall be deemed an original. Attachment A listed below is incorporated herein by this reference:

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

7.3. Order of Precedence

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

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

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

(Signature Page to Follow)

SIGNATURE PAGE

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

CITY OF LOS ANGELES

**LOS ANGELES COMMUNITY
COLLEGE DISTRICT ON BEHALF OF
LOS ANGELES TRADE-TECHNICAL
COLLEGE**

By: _____
Aura Garcia
President of the Board of Public Works

By: _____
Charalambos Ziogas
VP, Administrative Services

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST: HOLLY L. WOLCOTT
City Clerk

By: _____
Edward M. Jordan
Assistant City Attorney

By: _____

Date: _____

Date: _____

BTRC #: _____
Contract #: _____



ATTACHMENTS

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

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Los Angeles Community College District

Date: 01/19/2022

Agreement/Reference: Educational Services for the Street Maintenance Technology Program

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

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

100% of the contract price

Crime Insurance

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

----- Forwarded message -----

From: **Notice of Intent to Contract** <cao.erd@lacity.org>

Date: Fri, Jun 4, 2021 at 9:50 AM

Subject: Notice of Intent to Contract for the PW - Bureau of Street Services department on 06-04-2021

To: <martina.x.ruiz@lacity.org>

Notice of Intent to Contract

A Notice of Intent to Contract was submitted and you were listed as the Department Contact.

The Transaction Number for this request is: 398

Please refer to this transaction number if you need to contact the CAO Employee Relations Division with any questions: cao.erd@lacity.org

Submission Date:

06/04/2021

Contact Name:

Martina Ruiz

Contact Phone Number:

213-847-0831

Contact Email:

martina.x.ruiz@lacity.org

Contract Type (new or amendment):

new

Contract Length:

36 month(s)

Estimated Contract Start Date:

2021-07-01

Is there expertise within the city who can perform these services?:

No

Have other departments been contacted about this?:

No

Contract Number (if amendment):

TBD

Activity to be Performed:

Contractor to provide accredited Street Maintenance Technology Program and educational services. The program provides specialized courses to Bureau employees and others. The educational courses are specific to the Bureau's business. A Certificate and an Associate of Arts degree in Street Maintenance are attainable through this program.

CAO - Employee Relations Division

200 N. Main St. Suite 1200

Los Angeles, CA 90012-4137

TRANSMITTAL 2

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Department of Public Works – Bureau of Street Service

2. Contacts:

Department:	<u>Martina Ruiz</u>	Phone No.	<u>(213) 847-0831</u>	Fax No.	<u>(213) 847-2846</u>
CAO:	<u>Nichole Trujillo</u>	Phone No.	<u>(213) 473-7575</u>	Fax No.	<u>(213) 473-7514</u>

3. Work to be performed: The Department of Public Works, Bureau of Street Services (StreetsLA) is seeking to issue a sole source contract to Los Angeles Trade Technical College (LATTC) to provide accredited educational services for the Bureau's Street Maintenance Technology Program. This is a long standing training Program between StreetsLA and LATTC. LATTC is a community college that provides a path for Bureau employees and others to earn a Certificate of Achievement and an Associate of Arts Degree in Street Maintenance Technology. The program is designed for those interested in a career in public works maintenance operations. Through classroom and hands-on training, students will gain knowledge and skills in the installation and maintenance of various types of street construction, as well as supervisory skills needed to promote into management. The contractor will register students, issue Student ID Numbers, and provide students with access to student services including Admissions and Records, Counseling, and the library. The contractor will also provide all facets of college administration from recruitment, class catalog development, registration, instruction and other liaison duties between school, students, instructors, and StreetsLA.

4. Is this a contract renewal? No, this is a new contract.

5. Length of contract: Three years
Proposed Start date: July 1, 2021

6. Proposed cost of contract (if known): \$400,000.00

7. Name of proposed contractor(s): Los Angeles Trade Technical College

8. Unique or special qualifications required to perform the work: This educational program must be provided through an accredited educational institution such as LATTC that offers the curriculum of classes StreetsLA desires, while offering college credit to incentivize employees to complete the program. LATTC has provided these services for the Street Maintenance Technology Program for the past thirty years and approximately 90% of the students enrolled in the program are StreetsLA employees.

9. Are there City employees that can perform the work being proposed for contracting?
Yes No

- If yes,
 - a. List classes, eligible lists, and Departments:
 - b. Is there sufficient Department staff available to perform the work? Yes No
 - c. Estimated time to fill position(s) through CSC process?
 - d. Can the requesting department continue to employ staff hired for the project after project completion? Yes No
 - e. Are there City employees currently performing the work? Yes No

10. Findings

- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform the work

[Please see summary below.]

Check if applicable (explanation attached) and send to CAO for further analysis

- Project of limited duration would have to layoff staff at end of project
- Time constraints require immediate staffing of project
- Work assignment exceeds staffing availability

SUMMARY: The Department of Public Works – Bureau of Street Services is seeking to issue a sole source contract to Los Angeles Trade Technical College (LATTC) to provide accredited educational services for the Bureau’s Street Maintenance Technology Program. This educational program must be provided through an accredited educational institution such as LATTC that offers the curriculum of classes StreetsLA desires, while offering college credit to incentivize employees to complete the program. Staff found there are no City classes capable of performing the duties outlined in the contract, and the City is not accredited educational institution. Additionally, StreetsLA has indicated they have no employees with the appropriate expertise and experience necessary to perform this type of work, staff is fully deployed and not able to take on additional projects, the project is of limited duration, and any new staff hired would have to be laid off at project completion.

Isaac Maya
Submitted by
Isaac Maya
Senior Personnel Analyst I

Don Harrahill
Reviewed by
Don Harrahill
Senior Personnel Analyst II

James Abalos
Approved by
James Abalos
Chief Personnel Analyst

6/10/21
Date



Melinda Chou <melinda.chou@lacity.org>

BIP Waiver Request - StreetsLA and Los Angeles Trade Technical College

4 messages

Sandy Zhu <sandy.zhu@lacity.org>

Thu, May 20, 2021 at 3:49 PM

To: CPOteam@lacity.org

Cc: Melinda Chou <melinda.chou@lacity.org>, Martina Ruiz <martina.x.ruiz@lacity.org>

Hello,

We are requesting a BIP waiver for the StreetsLA and Los Angeles Trade Technical College 3-year contract for FY2021-22, FY2022-23, and FY2023-24. There are no subcontracting opportunities for this contract. This is a college program in which BSS employees can get a Certificate or an Associate's degree in Street Maintenance Technology and to assist BSS employees aspiring to achieve supervisor and superintendent levels. I have attached the contract to this email.

Thank you,

--
Sandy Zhu
Contract Services Section
StreetsLA
Department of Public Works
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
213-847-2891 sandy.zhu@lacity.org



www.cdph.ca.gov/

contract 20-21 school year (1).pdf
544K

CPO Team <CPO-Team@lacity.org>

Fri, May 21, 2021 at 11:33 AM

To: Sandy Zhu <sandy.zhu@lacity.org>

Cc: CPO Team <CPOteam@lacity.org>, Melinda Chou <melinda.chou@lacity.org>, Martina Ruiz <martina.x.ruiz@lacity.org>

BIP Waiver Approved, thank you.

On Thu, May 20, 2021 at 3:49 PM Sandy Zhu <sandy.zhu@lacity.org> wrote:

Hello,

We are requesting a BIP waiver for the StreetsLA and Los Angeles Trade Technical College 3-year contract for FY2021-22, FY2022-23, and FY2023-24. There are no subcontracting opportunities for this contract. This is a college program in which BSS employees can get a Certificate or an Associate's degree in Street Maintenance Technology and to assist BSS employees aspiring to achieve supervisor and superintendent levels. I have attached the contract to this email.

Thank you,

--
Sandy Zhu
Contract Services Section
StreetsLA
Department of Public Works
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
213-847-2891 sandy.zhu@lacity.org

TRANSMITTAL 4



CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SNGL 022 1111 - DESIGNATED ADDITIONAL INSURED

Required Insurance and Minimum Limits

Name: Los Angeles Community College District

Date: 01/19/2022

Agreement/Reference: Educational Services for the Street Maintenance Technology Program

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

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

100% of the contract price

Crime Insurance

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: _____

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Bureau of Street Services _____

CONTACT PERSON: Melinda Chou _____ PHONE: 213-847-2822 _____

CONTRACT NO.: _____

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: 8/5/2022 _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: LOS ANGELES COMMUNITY COLLEGE DISTRICT (LACCD) _____

TERM OF CONTRACT: 3 years _____ THROUGH: 6/30/2025 _____

TOTAL AMOUNT: \$525,000 _____

PURPOSE OF CONTRACT:

The Los Angeles Trade Tech College, as part of LACCD, shall provide a series of accredited courses in Street Maintenance Technology to Bureau employees and others. Courses are geared towards gaining knowledge and skills in the installation and maintenance of various types of street construction, as well as, supervisory skills needed to promote into management. Additionally, students may earn a Certificate of Achievement and/or an Associate of Arts Degree in Street Maintenance Technology by completing the program.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET