

# CONTRACT SUMMARY SHEET

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

DATE: December 2, 2010

FROM (DEPARTMENT): Office of the City Clerk, Special Assessment Section

CONTACT PERSON: Paul Makowski PHONE: 213-978-1125

CONTRACT NO.: C-118296

COUNCIL FILE NO.: 10-0605

ADOPTED BY COUNCIL: 5/25/10

APPROVED BY BPW: N/A  
DATE

- ☒ NEW CONTRACT
- ☐ AMENDMENT NO. \_\_\_\_
- ☐ ADDENDUM NO. \_\_\_\_
- ☐ SUPPLEMENTAL NO. \_\_\_\_
- ☐ CHANGE ORDER NO. \_\_\_\_

CONTRACTOR NAME: CHATSWORTH B.I.D. Inc.

TERM OF CONTRACT: June 1, 2010 THROUGH: May 31, 2011

TOTAL AMOUNT: N/A

## PURPOSE OF CONTRACT:

To provide services related to the administration of the Chatsworth Business Improvement District.

AGREEMENT TO ADMINISTER A RENEWED MERCHANT-BASED  
BUSINESS IMPROVEMENT DISTRICT

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

This Agreement ("Agreement") is entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and the CHATSWORTH B.I.D., Inc., a California nonprofit mutual benefit corporation ("Corporation"), for the administration of the Chatsworth Business Improvement District ("District"), with reference to the following facts:

RECITALS

- A. On September 7, 1999, the Los Angeles City Council ("City Council") established the Chatsworth Business Improvement District, pursuant to Section 36500 et seq. of the California Streets and Highways Code ("Code"), by and through the adoption of Ordinance 172795 (Council File No. 97-1007).
- B. On May 4, 2010, pursuant to the Code, the City Council adopted Ordinance 181160 (Council File No. 10-0605) confirming the District's Annual Report ("Annual Report") for its 2010/2011 fiscal year attached to this Agreement as "Attachment 1" and incorporated herein by reference, and declaring its intention to levy a special assessment upon businesses located within the District for the 2010/2011 fiscal year.
- C. On May 25, 2010, pursuant to the Code, the City Council adopted Ordinance 181187 ("Ordinance"), which authorized the levy of a special assessment to support District operations for the District's 2010/2011 fiscal year.
- D. Pursuant to the aforementioned Ordinance and the enabling law, a system of charges has been assessed upon the various businesses located within the District.
- E. Such assessments levied and collected by City shall be used only for the purposes set forth in said Ordinance, except for any City costs or expenses that are charged to the District by City for the administration of the District's program.
- F. The improvements to be arranged, performed, secured, or otherwise administered or managed by Corporation, functioning as the District service provider, contribute to the economic and promotional well being of the community.
- G. The services and activities to be performed by Corporation are of a supplemental nature, such that, were it not for the establishment of the District, the supplemental services could not or would not be performed by City or City employees, and such that the interests of City are better served by an agreement with Corporation than by the performance or attempted performance of such supplemental services and activities by City.
- H. The City Council has determined that the public interest, convenience and necessity require the execution of this Agreement to provide the services to be provided by Corporation.
- I. The City Council has authorized the Los Angeles City Clerk ("City Clerk"), as Business Improvement District Program Coordinator, and subject to approval by the Los Angeles City Attorney ("City Attorney"), to execute and administer this Agreement for the administration of the District program.



- J. Prior to the execution of this Agreement, Corporation began performance of the services required hereunder in accordance with this Agreement.

NOW THEREFORE, City and Corporation in consideration of the recitals, mutual promises, covenants, agreements, and representations set forth below, hereby promise, covenant, agree, and represent as follows:

## SECTION 1. PERIOD OF PERFORMANCE

- 1.1. The term of this Agreement shall be from June 1, 2010, to and including May 31, 2011, unless amended by mutual agreement of both parties through a written amendment to this Agreement.

## SECTION 2. CORPORATION RESPONSIBILITIES

- 2.1. **PROGRAM IMPLEMENTATION AND OPERATION.** Corporation shall be fully responsible for developing, implementing, directing, and operating the District's programs, improvements and activities, as described in the Ordinance and the Annual Report set forth in Attachment 1, pursuant to the Code. Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its nonprofit status for the duration of this Agreement.

The programs (as described in "Attachment 1" [ANNUAL REPORT]) shall be as follows:

- A. Administration. The Corporation will outsource for administration services to meet the needs of the BID and the contracted obligations outlined in this contract.
  - B. Marketing. The Corporation will continue to maintain and improve the District's website, [www.chatsworthbid.com](http://www.chatsworthbid.com), publish a quarterly newsletter, participate in the annual Holiday Parade, participate in the Chatsworth Gold Card program, and other advertising activities designed to support Stakeholder business.
  - C. Security/Business Watch. The Corporation will continue operation and evaluation of security services in the District.
  - D. Streetscape/Landscape Maintenance. The Corporation will continue maintenance of street furniture and emptying of trash receptacles as well as possible consideration of including trees and tree-well maintenance and street furniture/sign enhancements.
  - E. New Projects. The Corporation will consider new projects, including restoring the Summerfest Stakeholder festival, a gateway marker, light pole banisters, and business front improvement.
- 2.2. **ACTIVITY REPORTS.** The activity reports shall explain, in narrative form, the status and progress of the various District programs, improvements and activities, as described in Attachment 1 and Section 2.1 of this Agreement. The activity reports shall include an itemization of funds used during the subject period for each improvement and activity, as indicated in Attachment 1. The activity reports shall be due as follows:

Period Covering:

June 1 – August 31

September 1 – November 30

Submit by:

September 15, 2010

December 15, 2010



December 1 – February 28  
March 1 – December 31

March 15, 2011  
June 15, 2011

- 2.3. **ANNUAL REPORT.** By February 15, 2011, Corporation shall cooperate with the District's Advisory Board, relative to the preparation and submission to the City Council of an Annual Report, outlining the District's plans, goals, and budget for the ensuing fiscal year, including all documentation, as required by Section 36533 of the Code. The Annual Report shall also include an itemization of funds used and activities performed during the current fiscal year. The Advisory Board shall approve the Annual Report prior to submission to the City.
- 2.4. **ASSESSMENT RECORDS.** Corporation shall maintain a complete database or other comprehensive listing, current to the most recent stakeholder information available, depending on the variables used to calculate stakeholder assessments according to the District's Annual Report, budget and Management District Plan. This information must include all the data and information for each stakeholder pertaining to the variables that are necessary to calculate all assessments for the District, as required by the City Clerk. This information may include business type, business license and ownership, address of all businesses in the District; the name and address of the legal owner of each business; the amount of Assessment levied upon each business; the proportionate financial obligation of the Assessment levied upon each business, in relation to the entire District Assessment; and the Assessment calculations for each business, including all variables used in the calculation of the Assessment. The City Clerk may, at the City Clerk's discretion, provide assistance in compiling or correcting assessment data or information relative to properties and businesses in the District; however, the City Clerk shall in no way be obligated to prepare, produce or correct such data or information. Corporation agrees to make such District data available at the Corporation's office for inspection by stakeholders in the District during regular business hours.
- A. **UPDATES.** Corporation shall verify database information and provide City Clerk with updated changes to database at least twice each year. The first update shall take place no later than three weeks after City Council adoption of an Ordinance of Intention to reconfirm a levy of assessments on the District (renewal of assessments). Corporation shall use due diligence to obtain the most accurate information for undeliverable correspondence returned as a result of public notification required by Section 36534 of the Code. The City Clerk will furnish a listing of undeliverable correspondence to the Corporation. The second update shall take place no later than 12 (twelve) weeks after mailing of the levy of assessments to stakeholders within the District. The second update shall include the most updated and accurate information for undeliverable correspondence returned as a result of required public notification as well as requests for changes made by stakeholders regarding address or other informational changes. The City Clerk will furnish a listing of undeliverable correspondence and stakeholders' request for changes to the Corporation.
- B. **SUBMISSION.** Corporation shall submit a complete database as an attachment to the Annual Report mentioned in Section 2.3 no later than February 15, 2011. Said database should contain business information current as of the date of submission. The total budget amount listed in the Annual Report mentioned in Section 2.3 shall be supported by the total business assessment figures listed in the submitted database.
- 2.5. **FINANCIAL STATEMENTS.** By September 1, 2011, Corporation shall submit to the City Clerk, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accounts, a full disclosure financial statement, which includes a statement of financial position and the related statements of activities, covering the subject fiscal year along with a Certified Public Accountants' review



report for that fiscal year.

- 2.6. **PROGRAM COORDINATION.** Corporation shall render services in accordance with the Annual Report and the terms of this Agreement, and shall cooperate with the City Clerk in the execution of the Annual Report and this Agreement.
- 2.7. **SUPPORT SERVICES.** Corporation shall be responsible for the contracting of support services, as required, and paying for all such direct and indirect expenses, as may be necessary for the timely completion of work. Any obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District. In administering subcontracts as necessary for providing District programs, improvements and activities, Corporation shall comply with all applicable State, County and City laws and regulations.
- 2.8. **LIASON WITH COMMUNITY.** Corporation shall maintain an ongoing relationship with the community. This relationship shall include events and activities that involve the members of the District and encourage the attainment of the District's goals and objectives described in the Ordinance and Attachment 1. Corporation's responsibilities encompass the following areas:
  - A. **PUBLIC MEETING.** Corporation shall organize and conduct, at a minimum, one stakeholders' meeting to be noticed in writing by Corporation to all assessed business establishments in the District. The meeting shall be conducted at a location within the District. At the meeting, Corporation shall provide a forum for the business owners and other members of the District to familiarize themselves with the functions of Corporation and to express their concerns and desires to Corporation's representative(s). At least one stakeholders' meeting shall be held no later than the end of the fiscal year. This meeting shall be held in addition to Corporation's Board of Directors regularly scheduled meetings.
  - B. **NEWSLETTERS.** Corporation shall prepare a District newsletter along with the activity reports, as stated in Section 2.2 of this Agreement, at a minimum, and shall distribute it to all assessed business establishments in the District. Corporation may, at Corporation's discretion, provide the newsletter using standard mail or electronic transmission. The newsletter shall be designed to facilitate and maximize the exchange of information between Corporation, City and the members of the District. Each issue of the newsletter shall be submitted in duplicate to the City Clerk.
- 2.9. **BUDGET.** Corporation shall implement each program, improvement and activity, as specified in the Ordinance and Attachment 1. Corporation shall use its best efforts to implement and complete all programs, improvements and activities specified in the District's Annual Report within the term of this Agreement. However, Corporation may not expend the precise amount budgeted for any one identified program, improvement or activity. If Corporation decides to make budget allocation changes to any programs, improvements and activities outlined in the Annual Report referred to in Section 2.3, the Corporation will request City Clerk approval prior to making any modification. In no event may Corporation spend more than the total amount budgeted in the Annual Report for any given year, including delinquent payments, interest income, and rollover funds, without City Clerk or City Council approval.
- 2.10. **CONTRACT COMPLIANCE.** Corporation shall comply with all requirements stated in Section 2 of this Agreement. Non-compliance may result in a delay of funds disbursement and termination of this Agreement, in accordance with Sections 5 and 15 of this Agreement.
- 2.11. Corporation shall not employ or subcontract with anyone where such employment or subcontract would constitute a violation of California Government Code Section 1090 et seq.



- 2.12. **AVAILABILITY OF DOCUMENTS.** The designs, plans, reports, files, invoices, investigations, materials, and documents prepared or acquired by or for Corporation pursuant to this Agreement (including any duplicate copies) shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due diligence in providing for the secure storage of all such materials and to provide copies for official City records upon request from the City Clerk.

### **SECTION 3. CITY RESPONSIBILITIES**

- 3.1. The City Clerk may assist with the resolution of any discrepancies in individual Assessment amounts, calculations or benefits. The City Clerk reserves the right to:
- A. Make reasonable efforts to effect the timely collection of the annual assessment.
  - B. Coordinate the collection of the annual assessment through direct billing or other means, as the City Clerk deems appropriate.
  - C. Hold all assessments in an interest bearing account that is maintained on behalf of the District. Interest earned shall be added to the assessments collected and distributed to Corporation.
  - D. Make reasonable efforts to pursue delinquent assessments and remit such assessments to Corporation, including interest and penalties, subject to City's ability to recover costs for pursuing such assessments.
  - E. Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus and agencies.
  - F. Monitor the implementation and completion of programs, improvements and activities, as specified in the Ordinance and Attachment 1.
  - G. Conduct reviews of existing primary data, verify assessment data as compiled by any consultant or subcontractor hired by Corporation, and perform field or site inspections to verify the accuracy of existing or secondary data or substantiate a claim made by an assessed party in the District with the cooperation of Corporation.
  - H. Recalculate or direct Corporation to recalculate the assessment amount due and/or make arrangements with Corporation and the business owner to resolve the disputed assessment.
  - I. Any of the actions by the City Clerk may require a written request from the Corporation to conduct the investigation. Additional related documentation, such as a written request from the affected assessed party, may also be required. All City Clerk expenses associated with such supplemental investigations may be recovered from the District assessment funds collected, subject to existing or future City policies and procedures regarding recoverable costs and expenses. Such costs will be in addition to those costs set forth in Subsections 6.1 and 6.2 of this Agreement.

### **SECTION 4. REFUNDS AND ADJUSTMENTS**

- 4.1. The City Clerk shall reserve the right to retain a sum equal to the amount of assessments known to be in dispute for a period of forty-five (45) calendar days after the close of the fiscal



year on May 31, 2011, as a contingency fund for the processing of valid claims for refunds or adjustments submitted to City by business establishments within the District. In accordance with the Los Angeles Municipal Code, City standard policy for processing claims for refunds or adjustments shall apply. The City Clerk shall advise Corporation of all disputes within ten (10) days of receipt of written documentation supporting any claims received.

## SECTION 5. DISBURSEMENTS

5.1. Funds, as requested by Corporation and agreed to by City, shall be disbursed to Corporation, as available. The amount requested shall be for anticipated expenses and cannot exceed the total for all programs, less any City expenses, reimbursable costs and any monies advanced to Corporation by City. Corporation shall be in current compliance with all applicable provisions of this Agreement, including, but not limited to, Sections 2 and 5 of this Agreement, prior to any disbursement of assessment funds to Corporation by City. The City Clerk shall endeavor to notify Corporation of these assessments and other funds collected.

5.2. Corporation shall submit requests for funding to the City Clerk. The first funding request shall be due no later than fifteen (15) days after the commencement of the first period, as described in Section 2.2 of this Agreement. All subsequent funding requests shall be due fifteen (15) days after the commencement of the second period, as described in Section 2.2 of this Agreement.

Funding requests shall provide an itemized listing of the funding needed for the relative period. All funding requests shall contain the following statement by Corporation certifying its compliance with this Agreement:

"Payment requested is for services performed in accordance with the provisions of Agreement No. \_\_\_\_\_."

5.3. The City Clerk shall notify Corporation of the amount of delinquent assessments that have been collected and are available to Corporation for District programs, improvements and activities. Corporation shall invoice City for the amount of delinquent assessments. The City Clerk agrees to disburse the amount due Corporation within twenty (20) business days of receiving said invoice, subject to Corporation's compliance with Section 5.1 of this Agreement and except in the case of circumstances beyond the control of the City Clerk.

5.4. The City Clerk may withhold either all or some portion of the actual revenues received from assessments if the City Clerk finds that Corporation is not properly administering the budget, in accordance with the Ordinance, Attachment 1 and Subsections 2.2, 2.3, 2.5, 2.8(A) & (B), 2.9 (insofar as it requires Corporation to create a budget and expend funds pursuant to this Agreement and the Annual Report, and in compliance with the Code), and 2.10 of this Agreement. The City Clerk will notify Corporation and set forth the specific problems and issues relative to Corporation's failure to properly implement the programs, improvements and activities stated in the Ordinance, Annual Report and Section 2 of this Agreement. The City Clerk and Corporation will immediately attempt to cure the problems. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City Clerk and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent with Section 36550 of the Code or other applicable law or invoke other appropriate remedies.

5.5. City shall reserve the right to authorize supplemental assessments, adjusted assessments, assessment exemptions, reductions, or refunds to be issued by City, subject to notification to Corporation prior to making the adjustment.



- 5.6. If Corporation is dissolved, dissolves itself or no longer has nonprofit status for any reason, prior to or upon the expiration of this Agreement, any unexpended monies will be transmitted to City for distribution, as described in Section 10 of this Agreement. Corporation will immediately notify the City Clerk of any change in corporation status.

## SECTION 6. COSTS AND EXPENSES

- 6.1. **RECOVERABLE CITY COSTS.** The recoverable City costs associated with assisting Corporation with the District's billing, account maintenance program, report reviews, as well as liaison activities, and the District's general administration shall be reimbursed to City. City shall deduct recoverable City costs from the District's special fund and may withhold such costs prior to making any disbursement of funds to Corporation.
- A. The recoverable City costs are three percent (3%) of the total annual assessments, plus an additional one percent (1%) for departmental costs associated with the direct billing of BID stakeholders, which is reimbursable from the District's assessment funds. The reimbursable direct costs and expenses include salaries, general expenses and the District's share of required program equipment costs.
  - B. The recoverable City costs for any extension to this fiscal year may be applied on a pro rata basis of the fiscal years' estimated costs.
  - C. The amounts and categories of allowable recoverable or reimbursable City costs are subject to existing or future City policies and procedures regarding recoverable City costs and expenses and remain subject to review and action by the City Council. In no event will a change in policies or procedures be imposed on Corporation during the fiscal year, such that the change would require additional funds to be paid to City.
- 6.2. **STANDARD CITY FEES.** All standard City fees, including but not limited to, fees or service charges for reproduction or transmittal requests or for the generation of real property or business ownership lists, reports or specific documents, may be applied to requests by Corporation. Such fees are in addition to the estimated costs and fees in Sections 6.1 and 6.3 of this Agreement.
- 6.3. **SUPPLEMENTAL CITY FEES.** Supplemental fees may be charged to Corporation by City to cover the additional costs incurred for specialized services, including but not limited to: researching and compiling data; preparing specialized types of reports specific to the needs of the Corporation; and performing site inspections as described in Section 3.1 of this Agreement. Corporation may request the performance of all such specialized services in writing. If City determines to proceed with said request, City shall notify the Corporation of any applicable fees prior to performing the specialized service requested. City may initiate such special services to resolve discrepancies or assessment benefit problems. City will notify Corporation thirty (30) days prior to initiating such services in order to allow the Corporation to resolve the need for such specialized services. If notice is not given but City does conduct specialized services, the cost of those specialized services will be borne by the City. Such fees shall be deducted from the Assessments collected or shall be paid in advance by the Corporation, at the City Clerk's discretion and are in addition to costs and fees set forth in Sections 6.1 and 6.2 of this Agreement.



## SECTION 7. RETENTION OF RECORDS, AUDIT AND REPORTS

- 7.1. In accordance with generally accepted accounting principles, Corporation shall maintain full and complete records of activities and services performed under this Agreement, in their original form. Such records shall be open to the inspection of City and City may audit such records. Corporation agrees to keep all such records on file in a secure location for a minimum of three (3) years subsequent to the expiration of this Agreement.
- 7.2. The records maintained by Corporation shall include, but shall not be limited to, all invoices and receipts for District related expenditures incurred and must include supporting documentation for the activities or programs described in the District budget or Management District Plan. City reserves the right to perform a contract compliance audit at least once annually. Corporation shall provide any records or reports requested by the City regarding performance of this Agreement. Corporation agrees to keep all receipts and other supporting documents available for inspection and as specified in Sections 7 and 10 of this Agreement.

## SECTION 8. INSURANCE

### 8.1. General Conditions

- A. During the term of this Agreement and without limiting Corporation's indemnification of the City, Corporation shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Corporation, but not less than the amounts and types listed on Form General 146/IR (Rev. 9/01) (attached hereto as Appendix A). Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 (Rev. 10/03) (included in Appendix A) and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Appendix A, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, Contractor's insurance is not expected to respond to claims, which may arise from the acts or omissions of the City.

### 8.2. Modification of Coverage

- A. City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Corporation ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Corporation due to market-wide unavailability of coverage, City agrees to negotiate additional compensation proportional to the increased benefit to City.

### 8.3. Failure to Procure Insurance

- A. All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by Corporation. The required coverages



and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Corporation's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

- B. Within the foregoing constraints, Corporation's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

#### 8.4. Workers' Compensation

- A. By signing this Agreement, Corporation hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
- B. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

#### SECTION 9. NOTICES

- 9.1. Notice to the parties shall, unless otherwise requested in writing, be sent in duplicate to:

City: Miranda Paster, Acting Chief  
Administrative Services Division  
Office of the City Clerk  
200 North Spring Street, Room 224  
Los Angeles, California 90012

Attn: Special Assessments Section  
Phone (213) 978-1099 / Fax (213) 978-1130

Corporation: Kevin Huling, President  
Chatsworth B.I.D., Inc.  
10038 Old Depot Plaza Road  
Los Angeles, CA 91311

Phone (818) 341-2428 / Fax (818) 341-4930

- 9.2. Any notice, report, newsletter or other communication required or prepared pursuant to this Agreement shall be deemed to be properly transmitted when delivered via messenger or deposited in the United States mail for delivery to the parties listed above. Changes to the address of any of the parties may be accomplished for purposes of this Agreement by providing written notice of such change via the United States mail.



## SECTION 10. REVENUES AND ASSETS OF THE DISTRICT

- 10.1. In the event the District is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be refunded in the manner described in Sections 36650 and 36651 of the Act.

## SECTION 11. CONFLICT OF INTEREST

- 11.1. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which may create District-related conflict of interest. In particular, Corporation's Board of Directors and the District's Executive Director must disclose any material financial interest they have in any matter coming before them for decision. Any Board member, Executive Director or employee shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.
- 11.2. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities, information or assistance related to the District's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide those services discussed in Section 2 of this Agreement to any other BID unless the bylaws of both Corporations are amended to permit the provision of such services.
- 11.3. Corporation, in carrying out the improvements and activities as set forth in the Management District Plan or the Annual Reports, should encourage local businesses within the boundaries of the District and within the City of Los Angeles to submit proposals for those services needed by Corporation to implement the improvements and activities. Board Members of Corporation and the Executive Director of the District shall not be precluded from submitting proposals for these services.

## SECTION 12. ASSIGNMENT

- 12.1. Corporation covenants and agrees that it will not assign or transfer its rights, including the right to payment, under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City.
- 12.2. Any attempt by Corporation to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

## SECTION 13. GENERAL FUND NOT LIABLE

- 13.1. Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected District Assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts or revenues.
- 13.2. This Agreement embodies all of Corporation's reimbursement rights and no further note or other document shall be required to be executed by City.



#### SECTION 14. CORPORATION NOT AGENT OF CITY

- 14.1. Neither Corporation or any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

#### SECTION 15. TERMINATION FOR BREACH OF AGREEMENT

- 15.1. City shall have the right to terminate this Agreement for cause pursuant to the terms of this paragraph. If Corporation fails to perform any of the provisions of this Agreement or so fails to make progress so as to endanger timely performance of this Agreement, City may give Corporation written notice pursuant to Section 9 of this Agreement of such default. "Cause" shall be defined as "uncured default" under the Agreement. Corporation shall thereafter have thirty (30) days to cure such default. The City Clerk retains the right to grant an extension of time should such be determined, at the City Clerk's discretion, to be reasonably necessary to allow an acceptable cure. If Corporation is unable to cure the problem during the time frame established by the City Clerk, but not less than thirty (30) days, City may immediately terminate this Agreement. Termination shall not impair City's right to audit the books and records of Corporation with respect to all monies expended hereunder, or prejudice or otherwise diminish the rights of City to claim and recover monies expended for other than allowable costs.
- 15.2. Notwithstanding the foregoing, City shall also have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance or other violations of law have occurred in connection with the management of the District. In addition to the foregoing, City retains the right to immediately commence disestablishment proceedings in accordance with Section 36550 of the Code and/or seek all other available appropriate remedies pursuant to law. Corporation will have ten (10) days to respond to City's notice of suspension and begin a dispute resolution process.
- 15.3. Further notwithstanding the foregoing, if Corporation ceases to be a non-profit, or if a federal or state proceeding for relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors, then City may immediately terminate this Agreement.
- 15.4. In the event City terminates this Agreement as provided in this Subsection, City may procure upon such terms and in such manner as City may deem appropriate, services similar in scope and level of effort to those terminated and Corporation shall be liable to City for all its costs and damages, including, but not limited to, any excess costs for such services.
- 15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, the Management District Plan, the Ordinance, or the Act shall become City property upon date of such termination.
- 15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or under this Agreement.

#### SECTION 16. BROWN ACT AND PUBLIC RECORDS ACT

- 16.1. The Board of Directors of Corporation is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.



- 16.2. Notwithstanding Section 16.1 above, the Board of Directors of Corporation, when hearing, discussing, deliberating, and taking actions on matters within the subject matter of the District or that are covered under this Agreement, will comply with the provisions of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950 of Part 1 of Division 2 of Title 5 of the Government Code).
- 16.3. Notwithstanding Section 16.1 above, Corporation and the Board of Directors are also subject to and must comply with the California Public Records Act (Chapter 3.5, commencing with Section 6250 of Division 7 of Title 1 of the Government Code).

#### SECTION 17. SEVERABILITY

- 17.1. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

#### SECTION 18. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

- 18.1. All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Corporation. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### SECTION 19. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

- 19.1. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California. Corporation shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

#### SECTION 20. TIME OF EFFECTIVENESS

- 20.1. Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:
- A. This Agreement has been signed on behalf of the Corporation by the person or persons authorized to bind the Corporation hereto;
  - B. This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval;
  - C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form;
  - D. This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the board, officer or employee authorized to enter into this Agreement.



## SECTION 21. INTEGRATED CONTRACT

- 21.1. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 22 hereof.

## SECTION 22. AMENDMENT

- 22.1. All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

## SECTION 23. EXCUSABLE DELAYS

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

## SECTION 24. WAIVER

- 24.1. A waiver of a default of any part, term or provision of this Agreement 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.

## SECTION 25. INDEPENDENT CONTRACTOR

- 25.1. The Corporation is acting hereunder as an independent contractor and not as an agent or employee of the City. The Corporation shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

## SECTION 26. PERMITS

- 26.1. The Corporation and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Corporation's performance hereunder and shall pay any fees required thereof. Corporation certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

## SECTION 27. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 27.1. The Corporation shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Corporation shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Corporation shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto.



The Corporation shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Corporation relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Corporation to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Corporation to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Corporation's Agreement with the City.

#### SECTION 28. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

#### SECTION 29. BONDS

- 29.1. Duplicate copies of all bonds, which may be required hereunder shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.5.

#### SECTION 30. INDEMNIFICATION

- 30.1. **INDEMNIFICATION OF CORPORATION BY CITY.** City undertakes and agrees to defend, indemnify, and hold harmless Corporation and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising from the active negligence or willful misconduct incident to the performance of this Agreement by the City or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.
- 30.2. **INDEMNIFICATION OF CITY BY CORPORATION.** Corporation undertakes and agrees to defend, indemnify, and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner incident to the performance of this Agreement by the Corporation or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

#### SECTION 31. AMERICANS WITH DISABILITIES ACT

- 31.1. Corporation hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Corporation will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of



the Americans with Disabilities Act. Corporation will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Corporation, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

## SECTION 32. CONTRACTOR RESPONSIBILITY ORDINANCE

32.1. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Corporation to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Corporation's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, Corporation pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

## SECTION 33. SLAVERY DISCLOSURE ORDINANCE

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

## SECTION 34. WARRANTY AND RESPONSIBILITY OF CORPORATION

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

## SECTION 35. CONFIDENTIAL INFORMATION

35.1. Certain types of information obtained and possessed by City, including certain tax and business data, have been determined to be confidential information by the City Attorney and will not be made available to Corporation.

## SECTION 36. SIGNATURE AUTHORITY

36.1. The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of



Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

**SECTION 37. STANDARD PROVISIONS FOR CITY CONTRACTS**

- 37.1 Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

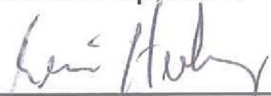
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IN WITNESS WHEREOF, this Agreement is duly executed by the CITY OF LOS ANGELES and the CHATSWORTH B.I.D., Inc. for administration of the Chatsworth Business Improvement District on behalf of the parties to this Agreement.

**CORPORATION:**

Chatsworth B.I.D., Inc., a California non-profit mutual benefit corporation

By: 

KEVIN HULING

Title: President

Date: 11/15/2010

**CORPORATION:**

Chatsworth B.I.D., Inc., a California non-profit mutual benefit corporation

By: 

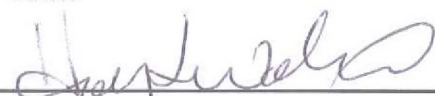
ERIK PAMPALONE

Title: Executive Vice President

Date: 11/15/2010

**CITY:**

CITY OF LOS ANGELES, a municipal corporation, acting by and through the Office of the City Clerk

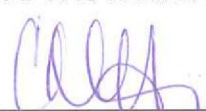
By: 

JUNE LAGMAY  
City Clerk

Date: 11/30/2010

**APPROVED AS TO FORM:**

CARMEN A. TRUTANICH, City Attorney

By: 

CHRISTY NUMANO-HIURA  
Deputy City Attorney

Date: 11-23-10

**ATTESTATION:**

JUNE LAGMAY, City Clerk

By: 

Deputy City Clerk

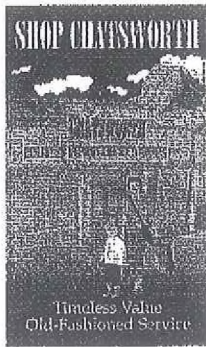
Date: 12/2/10

Council File No: 10-0605

Agreement No. G-118296







**CHATSWORTH BUSINESS IMPROVEMENT DISTRICT INC.**  
10038 Old Depot Plaza Road  
Chatsworth, 91311  
Telephone: 818-721-0171

March 23, 2010

Mr. Paul Makowski  
Office of the City Clerk  
200 N. Spring Street, Room 224  
Los Angeles, CA 90012

RECEIVED  
MAR 30 2010  
ADMIN. SVCS

Re: Chatsworth Business Improvement District  
2010-2011 Annual Report

Dear Mr. Paul Makowski,

As required under the Chatsworth Business Improvement District agreement with the City of Los Angeles, the Chatsworth Business Improvement District **Advisory Board** have reviewed in detail both the year to date activities and proposed 2010-2011 budget.

We are pleased to endorse and approve the Annual Report for the renewal year 2010-2011.

Cordially,

Dan L. Huffman, Chairperson  
Chatsworth BID Advisory Board

cc:  
Administrative Services  
Special Assessments Unit



# Chatsworth Business Improvement District

## 2010/2011 Annual Report

(The fiscal year is from  
June 1, 2010 to May 31, 2011)

*Prepared by:*  
Rana Ghadban  
BID Administrator



## 2010/2011 Annual Report Chatsworth Business Improvement District (Chatsworth BID)

Name of Business Improvement District:  
Chatsworth Business Improvement District

Fiscal year:  
June 1, 2010 to May 31, 2011

Advisory Board Members:

1. Dan L. Huffman
2. Ed Barker
3. Linda van der Valk
4. Jerry England
5. Marcia Carter
6. Gary Thomas

The advisory board approved this 2010/2011 Annual Report on March 23, 2010.

There are no proposed changes to the boundaries or benefit zones.

New businesses that opened within the Chatsworth BID after the notice of the required public hearing for the ordinance for levying the 2010/2011 assessments was sent by the Los Angeles City Clerk will be exempt from the 2010/2011 assessment; however, they will be subject to assessments in future years. Any businesses that relocate within the BID year and remain within the BID area must pay their assessments and the rolls will be updated.

The estimated cost for providing improvements and activities for 2010/2011 is \$132,420 as presented in the Budget Proposal in **Attachment 1**. The total amount of assessments that businesses will be billed is \$102,420. The assessment methodology and assessment listing for Chatsworth businesses are attached to this report as **Attachment 2**. The Chatsworth BID has an estimated surplus balance of \$30,000 from the 2009/2010 fiscal year that will be carried forward to the 2010/2011 fiscal year.

To our knowledge, there are no other grants or contributions to be made from other sources other than the assessments levied pursuant to this report.



2009/2010 Programs were as follows:

- A. **Administration:** The BID continued to outsource administration to the Chatsworth/Porter Ranch Chamber of Commerce, and included: use of facility space, furniture, utilities, office equipment, office supplies, postage, and personnel to accomplish the day-to-day operations of the BID which include but are not limited to, bookkeeping, Stakeholder and BID area support services, marketing, publicity, promotions, fielding phone calls, report preparation, filing, disbursements, copying and mailing of newsletter and other materials and correspondence. In addition, it includes Directors and Officers and liability insurance, bank service charges, postage and local taxes. The annual CPA review required was conducted as well. The administrator also oversees all volunteers' work including data entry in our database as well as the preparation and distribution of all communication materials to stakeholders. The use of two enhanced websites improved stakeholders' visibility and, thus, increased business within the BID among Stakeholders and with the community at large.
  
- B. **Marketing:** The primary marketing focus for 2009/2010 has been to support and promote stakeholders' businesses in this difficult economic time. Our emphasis has been on our "Shop Chatsworth" marketing campaign, encouraging shopping within and thus keeping our money circulating in our community in the "Gold Card" members rewards program. Each BID stakeholder got the opportunity to advertise, for free, its benefits, discounts or promotions to all BID stakeholders, their friends, customers, employees and families on our websites. Cards have been widely distributed in the community. BID also participated in the Chatsworth Annual Holiday Parade and distributed Gold Cards to local residents. BID Board Members have personally distributed "Shop Chatsworth" branded "green" shopping bags to each stakeholder stuffed with stakeholders' promotional items. The BID has advertised the initiative widely in the community with bold, brightly-colored posters, counter tent signs and window decals that have been and continue to be made available to our stakeholders. The signature Chatsworth-themed benches and trash receptacles have been enhanced with "Shop Chatsworth" and website address decals. Through January 4, 2010, a billboard in the middle of the Devonshire corridor next to IHOP proclaimed our business initiative further using the "branded" marketing style of the posters and decals.
  
- C. **Security/Business Watch:** The Security Patrol Program has been maintained, providing nightly security patrols in the BID corridor 7 nights a week, 4 times per night, helping to make the BID corridor a safer and more desirable destination for businesses and patrons. Monthly security update reports have been submitted to the BID administrator and are circulated to Stakeholders in the newsletter for evaluation. Our Business-Watch Programs continue to maintain security and the overall safety and well-being of the BID.



- D. **Streetscape/Landscape Maintenance:** Our American flag installation along the BID corridor continued during Memorial Day to 4th of July. In addition, ongoing services for maintenance of our "Welcome to Chatsworth" signs and distinctive Chatsworth-themed sidewalk benches and trash receptacles have continued to take place. We have been successful in partnering with the youth community services department at Chatsworth High School and we hope to continue this year in having the youth assist us in volunteerism for community service time.
- E. **New Projects:** The Funds allocated to this category were not utilized in 2009/2010; after thorough research, the video surveillance pilot project was found not to be viable due to high costs. The remaining funds in this category will be rolled over to the following year to restore the Stakeholders' festival and implement the Gateway/Marker Project which will be part of the 2010/2011 new projects.



**2010/2011 PLANNED ACTIVITIES:** The Business Improvement District (BID) has put together a five year strategy for building value for businesses on the Devonshire Corridor. As business owners on the Devonshire Corridor, BID stakeholders are responsible for the strategic direction of the business community. BID Board Members have developed the current strategy over the last two months and built in specific metrics and milestones to measure progress with an ultimate goal of helping businesses and people in our community. Strong and healthy businesses create a safe, clean and positive environment for our community.

BID members have identified areas for improvement with regard to the strategic direction of the BID:

1. Drive revenue to Chatsworth businesses
2. Real measurements and results from BID initiatives
3. Improved communication with stakeholders
4. Visible improvements and accomplishments by the BID
5. Stakeholders' awareness of BID and its value
6. Improved cost control

To accomplish the strategy, BID Board Members have produced the following initiatives:

- Chatsworth Summerfest
- Welcome to Chatsworth Gateway Marker
- Chatsworth Light Pole Banisters
- Business Front Improvement
- Web Marketing Strategy
- BID Business Outreach
- Chatsworth Gold Card

In addition to maintaining the 2009-2010 program objectives, the 2010-2011 objectives include:

- A. **Administration:** There is no change from 2009-2010 activities in item for 2010-2011. The BID will continue to outsource administration to the Chatsworth/Porter Ranch Chamber of Commerce, which includes: use of facility space, furniture, utilities, office equipment, office supplies, postage, and personnel to accomplish the day-to-day operations of the BID which include but are not limited to, bookkeeping, Stakeholder and BID area support services, marketing, publicity, promotions, fielding phone calls, report preparation, filing, disbursements, copying and mailing of newsletter and other materials and correspondence. The administrator will also oversee part-time personnel and all volunteers' work including data entry and the preparation and distribution of all communication materials to stakeholders. The annual CPA review required shall be conducted in this category as well. The



Administrator will also support and coordinate programs, events, advertising and promotional programs intended to increase business within the BID among Stakeholders and with the community at large.

- B. **Marketing:** For 2010-2011, a newly-formed Strategic Planning Committee will be reviewing our current marketing strategy to improve all aspects of marketing including: reviewing and improving our websites; allowing stakeholders to update their online profile and their Gold Card listing; and creating an online community calendar. Holiday Parade participation will continue, as well as targeting advertising in print and visual, audio and virtual media designed to promote the Gold Card and to support Stakeholders' business.
- C. **Security/Business Watch:** Both the Security Patrol Program and Business Watch Program utilized in 2009-2010 will continue in 2010-2011. We plan ongoing evaluation of these programs and consideration of improvement modalities as the need requires (this program continues to be very successful).
- D. **Streetscape/Landscape Maintenance:** In addition to what was done in 2009-2010, for 2010-2011 we are considering other streetscape enhancements, possibly including trees and tree-well maintenance and creating distinctive western-themed street name signs along the Devonshire corridor.
- E. **New Projects:** 2009-2010 funds for this category were not used for the video surveillance pilot project and are being rolled over into 2010-2011 for new projects. We are considering the implementation of a "Welcome to Chatsworth" Gateway Marker; and the restoration of Chatsworth Summerfest. We are currently researching the feasibility of delivering both projects during the 2010-2011 year. In addition to these two projects for 2010-2011, we are looking into the feasibility of implementing other projects which may include Chatsworth Light Pole Banisters and Business Front Improvement.

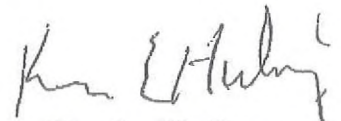
Costs for the 2010/2011 planned activities mentioned above are outlined in the 2010/2011 Budget Proposal which is attached to this report as ***Attachment 1***.

I certify that I represent the non-profit organization of the Chatsworth Business Improvement District, Incorporated and I am authorized to submit this report on behalf of the organization.

Respectfully submitted by:



**Rana Ghadban**  
**BID Administrator**



**Kevin Huling**  
**BID President**



## Chatsworth Business Improvement District Budget Proposal 2010/2011

**ESTIMATED REVENUE FOR 2010/2011:**

Amount carried forward from 2009/2010:	\$30,000
Estimated assessments for 2010/2011:	\$102,420

<b>Total Estimated Revenue</b>	<b>\$132,420</b>
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**ESTIMATED EXPENSES FOR 2010/2011:****Administration (A)**

• Outsource full administrative services: Including Marketing Assistance, Newsletter Production/Publishing/Copying	\$ 24,000
• Outside temp help	\$ 5,000
• Insurance (Directors and Officers & Liability)	\$ 3,000
• General Postage/Supplies	\$ 1,500
• Bank service charges/print checks	\$ 200
• CPA Review	\$ 2,500

<b>Total Administration Expenses</b>	<b>\$ 36,200</b>
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**Marketing (B)**

• Web Hosting & Maintenance	\$ 2,400
• American Flag installations	\$ 1,450
• Stakeholders Advertising and Promotion	\$ 12,000

<b>Total Marketing Expenses</b>	<b>\$ 15,850</b>
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Gold Card Member Rewards Program Promotion, Stakeholder Directory, and Website-related "Shop Chatsworth" Promotional Programs; Direct Advertising; Parade sponsorship and event sponsorship in the community and a Marketing agreement with the chamber in efforts with media, promotional item development; grants research; professional PR consultation and temporary employees as needed.

**Security/Business Watch (C)**

• Monthly services for nightly patrols	\$ 12,900
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<b>Total Security/Business Watch Expenses</b>	<b>\$ 12,900</b>
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**Streetscape/Landscape Maintenance (D)**

• Sign Cleaning	\$ 500
• Bench, trash and Tree Wells maintenance services/Graffiti Removal	\$ 9,200

<b>Total Security/Business Watch Expenses</b>	<b>\$ 9,700</b>
-----------------------------------------------	-----------------

**New Projects:**

• New Projects	\$ 20,270
• Gateway Marker Fund	\$ 30,000
• Street Fair	\$7,500

<b>Total New Projects Expenses</b>	<b>\$ 57,770</b>
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<b>Total Estimated Expenses/Budget</b>	<b>\$132,420</b>
----------------------------------------	------------------



<b>CHATSWORTH BID PROPOSED BOUNDRIES</b>
----------------------------------------------

The following streets and address series comprise the BID areas:

Street	Address Series
Devonshire Street	20419 – 21930
Mason Avenue	10116 – 10370 ( Even ) 10241 – 10317 ( Odd )
Old Depot Plaza Road	10030 – 10050



<p style="text-align: center;"><b>CHATSWORTH BID ASSESSMENT METHODOLOGY</b></p>
-------------------------------------------------------------------------------------

Each business within the Chatsworth BID will be assigned to a category based on the type of business conducted and assessed according to the amount assigned to that category.

The following is a list of assessment amounts that have been assigned to each category of business:

CATEGORY	AMOUNT FOR EACH BUSINESS
A. MAJOR FINANCIAL, UTILITY, & TOURISM RELATED	\$ 1,200.00
B. MAJOR RETAIL	\$ 720.00
C. RETAIL ORIENTED	\$ 360.00
D. SERVICES	\$ 240.00
E. PROFESSIONALS	\$ 180.00
F. MANUFACTURERS, WHOLESALE, NON-PROFITS, ETC.	\$ 120.00
G. AUTOMOTIVE SERVICES	\$ 240.00



<p style="text-align: center;"><b>CHATSWORTH BID</b> <b>ASSESSMENT METHODOLOGY CATEGORIES</b></p>
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The following seven Categories of Business comprise the Chatsworth BID:

**A. Major Financial, Utility, & Tourism Related:** (The following Category A businesses include but are not limited to:)

- Banks
- Financial Institutions
- Major Theaters (3 locations or more)
- Hotels with 100 rooms or more

**B. Major Retail Oriented:** Businesses grossing over \$1,000,000 per year according to L.A. annual business license data. (Please see Category C for types of businesses included as part of Category B.)

**C. Retail Oriented:** Businesses grossing less than \$999,999 per year according to L.A. annual business license data. (The following Category C businesses include but are not limited to:)

- Amusement Centers
- Antique Stores
- Art Supply
- Auto Retail Supply
- Bakery
- Bars/Lounges
- Billiard Rooms
- Bookstores
- Bowling Alleys
- Cafes/Esspresso Bars/Juice Bars
- Camera Stores
- Cellular Phone Retail Stores
- Check Cashing Businesses
- Clothing and Apparel Stores
- Coffee Shops
- Community Newsletters
- Commercial Property Owners leasing/renting in the BID
- Computer Stores
- Department Stores
- Drug Stores
- Duty Free Stores
- Electronic Components and Stereo Stores
- Factory Outlet Stores
- Galleries
- Ice Cream and Yogurt Shops



C. 'Retail Oriented' continued.....

- Jewelry Stores
- Liquor Stores
- Markets
- Micro Breweries
- Money Exchange Businesses
- Hotels/Motels (under 100 rooms)
- Musical Instruments and Recorded Music Stores
- Office Supply Stores
- Parking Lots
- Perfume Stores
- Pet Supply Stores
- Pool/Spa Supply Stores
- Restaurants
- Second Hand Stores
- Shoe Stores
- Sports Equipment Retail Stores
- Video/Game Stores
- Virtual Reality Stores

**D. Services:** (The following Category D businesses include but are not limited to:)

- Auto Rentals
- Auto Sales (New or Used)
- Automotive Retail Parts Replacement
- Barbers/Nails/Beautification
- Carpet Cleaners
- Computer/Electronic Repairs
- Contractors
- Copy Centers
- Cosmetic and Skin Related
- Dry Cleaners and Laundry
- Equipment Rentals
- Flooring and Draperies Sales
- Floral Related
- Furniture Stores/Home Furnishings
- Gas and Services Stations
- Hardware Related
- Limousine Related
- Locksmith/Key Maker
- Piano Repairers
- Mail Centers
- Martial Arts Centers
- Nursery and Garden Related
- Pet Groomers
- Pharmacies
- Photographers



D. 'Services' continued.....

- Photo Developers
- Religious Gifts
- Shoe Repair/Shoe Shine Stands
- Sport Equipment Repair
- Swimming Pool Services
- Tanning Salons
- Ticket Sellers
- TV Repairs

**E. Professionals:** (The following Category E businesses include but are not limited to:)

- Advertising and Public Relations
- Animal Hospitals and Vets
- Architects
- Artists
- Attorneys
- Auto Brokers
- Beauty Schools
- Broadcasters
- Caterers
- Certified Produce
- Child Care Centers
- Consultants
- Convalescent Homes
- CPAs
- Dance Studios
- Draftsmen and Blueprint and Surveyors
- Engineers
- Financial/Investment Brokers or Planners
- Funeral and Mortuaries
- Graphic Artists
- Health Care/Medical Doctors
- Hospitals
- Insurance Brokers and Agents
- Interior Designers
- Landscapers
- Loan Counselors
- Messengers
- Music Studios
- Nursing and Convalescent Homes
- Plumbers
- Printers/Publications
- Property Managers
- Real Estate Brokers and Agents
- Retirement Homes

E. 'Professionals continued.....

- Security Services
- Software/Web Designers
- Tailors
- Temporary Services
- Traffic Schools
- Travel Agents and Related

**F. Manufacturers, Wholesale, Non-Profits, Etc.:** (The following Category F businesses include but are not limited to:)

- Bottling Companies
- Charter Bus Companies
- Chemical and Janitorial
- Common Carriers/Buses
- Dairies
- Distributors
- Drapery/Window Treatment Subcontractors
- Heating and Air Conditioning
- Import/Export
- Industrial
- Interstate sales/shipping
- Labor Unions
- Linen Supply
- Manufacturing
- Metal Working
- Non-Profit businesses
- Recycling
- Refuse
- Self Storage
- Silk Screening
- Towing
- Trade Unions
- Trucking Companies
- Upholsterers
- Vocational Schools
- Warehousing
- Wholesale Sales

**G. Automotive Services:** (The following Category G businesses include but are not limited to:)

- Auto Body and Paint Shops
- Auto Repair/Mechanics Services
- Auto Parts Wholesale
- Auto Wrecking



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
1	DENNYS RESTAURANT	20419 DEVONSHIRE ST	\$ 360
2	NAIL SPA	20423 DEVONSHIRE ST	\$ 240
3	EARLS DONUT HOUSE	20429 DEVONSHIRE ST	\$ 360
4	COLOURS HAIR SALON	20437 DEVONSHIRE ST	\$ 240
5	STARBUCKS #1671	20440 DEVONSHIRE ST	\$ 360
6	VONS 1671	20440 DEVONSHIRE ST	\$ 1,200
7	BASKIN ROBBINS 31 ICE CREAM	20445 DEVONSHIRE ST	\$ 360
8	SAROJ MALHI AM PM	20455 DEVONSHIRE ST	\$ 360
9	ONE WEST BANK	20505 DEVONSHIRE ST	\$ 1,200
10	HOUSE OF BREAD	20507 DEVONSHIRE ST	\$ 360
11	ROBEK'S JUICE #306	20509 DEVONSHIRE ST	\$ 360
12	PANDA EXPRESS	20515 DEVONSHIRE ST	\$ 360
13	WACHOVIA BANK	20516 DEVONSHIRE ST #A	\$ 1,200
14	STARBUCKS COFFEE #5341	20516 DEVONSHIRE ST #B	\$ 360
15	FAZIO CLEANERS	20516 DEVONSHIRE ST #C	\$ 240
16	WESTERN BAGEL	20516 DEVONSHIRE ST #D	\$ 360
17	BODY & BRAIN YOGA	20517 DEVONSHIRE ST	\$ 180
18	ROUND TABLE PIZZA	20519 DEVONSHIRE ST	\$ 360
19	CITIBANK	20520 DEVONSHIRE ST	\$ 1,200
20	CURVES FOR WOMEN	20521 DEVONSHIRE ST	\$ 240
21	EDWARD DOVE DDS PC	20523 DEVONSHIRE ST	\$ 180
22	CAFE ORIENT	20527 DEVONSHIRE ST	\$ 360
23	CHATSWORTH NAILS	20529 DEVONSHIRE ST	\$ 240
24	RENEES ART STUDIO	20531 DEVONSHIRE ST	\$ 240
25	JOLLY FOOT	20533 DEVONSHIRE ST	\$ 240
26	MASON CLEANERS	20535 DEVONSHIRE ST	\$ 240
27	ANGELOS RISTORANTE ITALIANO	20539 DEVONSHIRE ST	\$ 360
28	FANTASTIC SAM'S	20541 DEVONSHIRE ST	\$ 240
29	LESLIES SWIMMING POOL SUPPLY	20543 DEVONSHIRE ST	\$ 360
30	CASA DE CARLOS-CHATSWORTH	20549 DEVONSHIRE ST	\$ 360
31	OPPORTUNITIES FOR LEARNING	20553 DEVONSHIRE ST	\$ 180
32	UPS STORE	20555 DEVONSHIRE ST	\$ 360
33	CARROWS RESTAURANT #143	20557 DEVONSHIRE ST	\$ 720
34	CHABAD OF CHATSWORTH	20735 DEVONSHIRE ST	\$ 120
35	EMERITUS OF CHATSWORTH	20801 DEVONSHIRE ST	\$ 240
36	BURGER KING #5896	20838 DEVONSHIRE ST	\$ 720
37	CHATSWORTH UNION 76	20841 DEVONSHIRE ST	\$ 240
38	DESOTO AUTO REPAIR	20850 DEVONSHIRE ST	\$ 240
39	KELLYS SHELL	20850 DEVONSHIRE ST	\$ 240
40	WALGREENS #07015	20901 DEVONSHIRE ST	\$ 720
41	CHEVRON STATION #1961	20904 DEVONSHIRE ST	\$ 240



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 / ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011	
			Assessment Amt	
42	MCDONALDS #2257	20932 DEVONSHIRE ST	\$	720
43	ATTORNEY AT LAW	20933 DEVONSHIRE ST #102	\$	180
44	LAW OFFICES OF WILLIAM POWERS JR	20933 DEVONSHIRE ST #102	\$	180
45	BERNARDINO B VILLADIEGO DDS	20933 DEVONSHIRE ST #103	\$	180
46	SAFARI SURF/SPORT	20936 DEVONSHIRE ST #A	\$	360
47	PRO-TEK APPLIANCE SERVICE	20936 DEVONSHIRE ST #B	\$	240
48	EXPRESS FLOOR COVERING	20936 DEVONSHIRE ST #C	\$	240
49	GGB MANAGEMENT SERVICES	20943 DEVONSHIRE ST #202	\$	180
50	ACCESS CONTROL SECURITY	20945 DEVONSHIRE ST #103	\$	180
51	JOSE ANTONIO RESTAURANT	20951 DEVONSHIRE ST	\$	360
52	RJF & ASSOCIATES	20953 DEVONSHIRE ST #7	\$	180
53	RONALD SCHULKIN CPA	20953 DEVONSHIRE ST #8	\$	180
54	CIRCULATION STARTERS	20953 DEVONSHIRE ST #9	\$	240
55	SPEEDING AUTO TRADE	20953 DEVONSHIRE ST #9	\$	240
56	EXPRESS SHOE LAB	20955 DEVONSHIRE ST	\$	240
57	DAHJO CLEANER	20955 DEVONSHIRE ST	\$	240
58	OMINO SUSHI & JAPANESE CUISINE	20957 DEVONSHIRE ST	\$	360
59	BEDAZZLED NAIL ETC	20961 DEVONSHIRE ST	\$	240
60	WEST COAST ARTISTS/FINE ARTS FESTIVALS	21000 DEVONSHIRE ST #101A	\$	120
61	COMPUTER RESOURCE SPECIALISTS	21000 DEVONSHIRE ST #101B	\$	180
62	MARQUISE REALTY	21000 DEVONSHIRE ST #101C	\$	180
63	MALIBU RECONVEYANCE	21000 DEVONSHIRE ST #102A	\$	180
64	MARC SEIGEL INSURANCE	21000 DEVONSHIRE ST #102C	\$	180
65	PROTECTION FORCE PRIVATE SECURITY INC	21000 DEVONSHIRE ST #103	\$	180
66	FRAZIER PARK SAND & GRAVEL	21000 DEVONSHIRE ST #103A	\$	240
67	DENTAL PROSTHETICS LAB	21000 DEVONSHIRE ST #104	\$	180
68	FARMERS INSURANCE	21000 DEVONSHIRE ST #105	\$	180
69	HILDA SARKISSIAN INSURANCE	21000 DEVONSHIRE ST #106	\$	180
70	MTV INC	21000 DEVONSHIRE ST #107	\$	180
71	M.C. BOOKKEEPING SERVICES	21000 DEVONSHIRE ST #108	\$	180
72	SOGENE PAECK INSURANCE	21000 DEVONSHIRE ST #109	\$	180
73	R GRACE RODRIGUEZ, ESQ.	21000 DEVONSHIRE ST #110	\$	180
74	DAVID GLAUBIGER	21000 DEVONSHIRE ST #112	\$	180
75	CAREER NETWORK CONSULTANTS	21000 DEVONSHIRE ST #114B	\$	180
76	AMERIMAX	21000 DEVONSHIRE ST #200	\$	180
77	ELITE REALTY ASSOCIATES	21000 DEVONSHIRE ST #201	\$	180
78	HOUSING REALTY	21000 DEVONSHIRE ST #202	\$	180
79	ARZ MANAGEMENT	21000 DEVONSHIRE ST #203	\$	180
80	FRED YEGER INSURANCE	21000 DEVONSHIRE ST #204	\$	180
81	MBSN	21000 DEVONSHIRE ST #205	\$	240
82	OCON & ASSOCIATES	21000 DEVONSHIRE ST #207	\$	240



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
83	JAMES A PASTERNAK DDS	21000 DEVONSHIRE ST #209	\$ 360
84	BANK OF AMERICA	21001 DEVONSHIRE ST	\$ 1,200
85	CASA D'REALTY	21006 DEVONSHIRE ST #200	\$ 180
86	AMERICA'S LENDING GROUP	21006 DEVONSHIRE ST #201	\$ 180
87	SPECTRUM VENDING	21006 DEVONSHIRE ST #201	\$ 360
88	LA VALLEY REALTY & LENDING	21006 DEVONSHIRE ST #202	\$ 180
89	ALLIED REALTY	21006 DEVONSHIRE ST #203	\$ 180
90	BANKERS APPRAISAL CO.	21006 DEVONSHIRE ST #204	\$ 180
91	DEMSEY FILLIGER & ASSOCIATES	21006 DEVONSHIRE ST #205	\$ 180
92	FARMERS INSURANCE	21006 DEVONSHIRE ST #206	\$ 180
93	GOLDEN STATE MOBILE HOMES	21006 DEVONSHIRE ST #206	\$ 360
94	FIESTA PLAZA NUTRITIONAL PRODUCTS LLC	21006 DEVONSHIRE ST #207	\$ 180
95	GUARDIAN ANGEL NURSES INC	21006 DEVONSHIRE ST #208	\$ 240
96	ACE PRIVATE SECURITY SERVICES	21006 DEVONSHIRE ST #209	\$ 180
97	BIARY INNOV. CO	21006 DEVONSHIRE ST #211	\$ 180
98	MAILWORKS ETC	21012 DEVONSHIRE ST	\$ 360
99	SAN FERNANDO VALLEY HEART INS	21021 DEVONSHIRE ST #101	\$ 180
100	MARK SMITH	21021 DEVONSHIRE ST #102	\$ 180
101	IMAGINE IT	21021 DEVONSHIRE ST #201	\$ 180
102	ACCENT ON RESEARCH	21021 DEVONSHIRE ST #202	\$ 180
103	LAW & MEDIATION OFFICES OF CHRISTINE MCCLANE	21021 DEVONSHIRE ST #202	\$ 180
104	IDEAL CARE HOME HEALTH SERVICE	21021 DEVONSHIRE ST #203	\$ 180
105	PROFESSIONAL INCOME TAX SERVICE	21021 DEVONSHIRE ST #204	\$ 180
106	ABLE-ASTOR INC	21021 DEVONSHIRE ST #206	\$ 180
107	CHATSWORTH FAMILY DENTAL GROUP	21029 DEVONSHIRE ST	\$ 180
108	ALEXANDER'S PHOTOGRAPHY	21031 DEVONSHIRE ST	\$ 180
109	THE HUNGRY NINJA	21032 DEVONSHIRE ST #101	\$ 360
110	AMORE CAFÉ & MORE	21032 DEVONSHIRE ST #102	\$ 360
111	BURRITO FACTORY	21032 DEVONSHIRE ST #103	\$ 360
112	KIMBERLYS NAIL & SKIN CARE	21032 DEVONSHIRE ST #104	\$ 240
113	REJUVENATION A MASSAGE SALON	21032 DEVONSHIRE ST #104	\$ 180
114	VENETIAN TAN	21032 DEVONSHIRE ST #105	\$ 240
115	DENNISH INSURANCE SERVICES	21032 DEVONSHIRE ST #106	\$ 180
116	THAI VALLEY	21032 DEVONSHIRE ST #107	\$ 360
117	ALL WAYS GAMING	21032 DEVONSHIRE ST #109	\$ 360
118	AMERICAN CLASSIC CONSTRUCTION INC	21032 DEVONSHIRE ST #110	\$ 180
119	MOTHER INDIA CATERING	21032 DEVONSHIRE ST #111	\$ 180
120	DEVONSHIRE ANIMAL HOSPITAL	21032 DEVONSHIRE ST #112	\$ 240
121	ADVANCED TECH. SUPPLY	21032 DEVONSHIRE ST #203	\$ 180
122	STATE FARM INSURANCE	21032 DEVONSHIRE ST #204	\$ 180
123	MUSTARD SEED FELLOWSHIP	21032 DEVONSHIRE ST #205	\$ 120



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
124	DAN GOLDBERG APPRAISAL	21032 DEVONSHIRE ST #206	\$ 180
125	ALTOS ENTERPRISES	21032 DEVONSHIRE ST #207	\$ 180
126	CENTER OF SPIRITUAL AWAKENING	21032 DEVONSHIRE ST #208	\$ 120
127	ORR & ASSOCIATES	21032 DEVONSHIRE ST #209	\$ 180
128	HAMMOND & FREY	21032 DEVONSHIRE ST #210	\$ 180
129	BEST RATE INSURANCE SERVICES	21032 DEVONSHIRE ST #211	\$ 180
130	CALIFORNIA SUN LINES	21032 DEVONSHIRE ST #216	\$ 180
131	DAVID LEVEQUE INSURANCE	21032 DEVONSHIRE ST #218	\$ 180
132	LULU'S SALON AND COMPANY	21035 DEVONSHIRE ST	\$ 240
133	ALLCARE CENTER	21039 DEVONSHIRE ST	\$ 180
134	PRUDENTIAL CALIFORNIA REALTY	21049 DEVONSHIRE ST	\$ 240
135	ECONTEK SOFTWARE	21049 DEVONSHIRE ST #101	\$ 180
136	ALL ESCROW SERVICES	21049 DEVONSHIRE ST #201	\$ 180
137	MDF WARRANTY SERVICE	21049 DEVONSHIRE ST #202	\$ 180
138	SERVICE SPECIALTIES	21049 DEVONSHIRE ST #203	\$ 180
139	REAL TANDEM	21049 DEVONSHIRE ST #204	\$ 360
140	DOUG STOUTENBOROUGH	21049 DEVONSHIRE ST #205	\$ 180
141	FAIRES RUDEL/JIM CLAFIN	21049 DEVONSHIRE ST #206	\$ 180
142	LAW FIRM OF JAMES E LEE	21049 DEVONSHIRE ST #210	\$ 180
143	NEUROPSYCHOLOGICAL REHAB CENTER	21053 DEVONSHIRE ST #101	\$ 180
144	OUTSIDE OF THE BOX PSYCHOLOGICAL SERVICE	21053 DEVONSHIRE ST #101	\$ 180
145	SEPULVEDA DENTISTRY LAB	21053 DEVONSHIRE ST #102	\$ 180
146	K.M. WALDRIP CPA	21053 DEVONSHIRE ST #103	\$ 180
147	BRENT E VALLENS ATTY AT LAW	21053 DEVONSHIRE ST #104	\$ 180
148	STATEWIDE MORTGAGE AND REALTOR	21053 DEVONSHIRE ST #105	\$ 180
149	MAYLIN K JEWELERS	21053 DEVONSHIRE ST #106	\$ 180
150	RKM ASSOCIATES/COMMUNITY TRAINING CONNECTION	21053 DEVONSHIRE ST #164	\$ 240
151	MYTHIC WAVE PRODUCTIONS, INC.	21053 DEVONSHIRE ST #201	\$ 180
152	HAMMOND & HAMMOND	21053 DEVONSHIRE ST #202	\$ 180
153	BUSN NETWORK SUPPORT	21053 DEVONSHIRE ST #204	\$ 180
154	FELDMAN FARMERS INSURANCE	21053 DEVONSHIRE ST #205	\$ 180
155	STATE FARM INSURANCE	21053 DEVONSHIRE ST #206	\$ 180
156	GOODS 4 LESS	21102 DEVONSHIRE ST	\$ 240
157	IHOP #780	21103 DEVONSHIRE ST	\$ 360
158	GOLDEN CLEANERS	21104 DEVONSHIRE ST	\$ 240
159	LOUX CLEANERS	21104 DEVONSHIRE ST	\$ 240
160	ANGEL THAI SPA	21108 DEVONSHIRE ST	\$ 240
161	AMECI PIZZA/PASTA	21110 DEVONSHIRE ST	\$ 360
162	VALLEY BICYLCES	21112 DEVONSHIRE ST	\$ 360
163	THE MAIL DEPOT	21115 DEVONSHIRE ST	\$ 240
164	CQ AUTO PARTS	21116 DEVONSHIRE ST	\$ 360



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
165	NORTHWEST VALLEY MEDICAL CLINIC	21119 DEVONSHIRE ST	\$ 180
166	TACO BELL	21120 DEVONSHIRE ST	\$ 720
167	KITCHENS DIRECT 2U	21141 DEVONSHIRE ST	\$ 360
168	DEVONSHIRE PRESCHOOL	21203 DEVONSHIRE ST	\$ 240
169	HINDU TEMPLE & INDIAN CULTURAL CENTER	21213 DEVONSHIRE ST	\$ 120
170	LILY WHITE MAID SERVICE	21215 DEVONSHIRE ST	\$ 240
171	REALTY EXECUTIVES VALLEY PROPERTIES	21220 DEVONSHIRE ST #101	\$ 180
172	NOBLE HOUSE	21220 DEVONSHIRE ST #102	\$ 120
173	JESSE LUCA PRODUCTIONS	21220 DEVONSHIRE ST #103	\$ 240
174	VISUAL ALLIANCE	21220 DEVONSHIRE ST #103	\$ 180
175	PREFERRED HOME SECURITY	21220 DEVONSHIRE ST #104	\$ 180
176	R & L PROPERTY MANAGEMENT	21220 DEVONSHIRE ST #201	\$ 180
177	PLATINUM CLUB	21220 DEVONSHIRE ST #203	\$ 240
178	ALPHA ENVIRONMENTAL	21220 DEVONSHIRE ST #205	\$ 180
179	AMERICARE INSURANCE SERV.	21220 DEVONSHIRE ST #207	\$ 180
180	BELMONTE GALEY	21220 DEVONSHIRE ST #208	\$ 180
181	TOM J HULL AND CO	21220 DEVONSHIRE ST #209	\$ 180
182	MARV'S CAR WASH COIN-OP	21221 DEVONSHIRE ST	\$ 360
183	OSAKA SUSHI	21230 DEVONSHIRE ST	\$ 360
184	RUSS' AUTOMOTIVE	21300 DEVONSHIRE ST	\$ 240
185	KINGS AUTO AND TRANSMISSION	21300 DEVONSHIRE ST #1	\$ 240
186	ROYAL MUFFLER	21300 DEVONSHIRE ST #15	\$ 240
187	CHATSWORTH AUTO UPHOLSTERY	21300 DEVONSHIRE ST #17	\$ 240
188	WINDOW TINTING BY DR. TINT	21300 DEVONSHIRE ST #7	\$ 240
189	KRAGEN AUTO PARTS #702	21309 DEVONSHIRE ST	\$ 360
190	ROXY CLEANERS	21317 DEVONSHIRE ST	\$ 240
191	CAR CONNECTION	21323 DEVONSHIRE ST	\$ 240
192	U-HAUL CENTER #711-80	21326 DEVONSHIRE ST	\$ 360
193	MEL O DEE GARDEN CENTER	21333 DEVONSHIRE ST	\$ 360
194	RAMADA INN	21340 DEVONSHIRE ST	\$ 720
195	THE NEW STAR	21340 DEVONSHIRE ST	\$ 180
196	RODEO KING OF RAMADA	21340 DEVONSHIRE ST #B	\$ 180
197	LITTLE PLEASURES	21350 DEVONSHIRE ST	\$ 360
198	MCG'S BAR & GRILL	21356 DEVONSHIRE ST	\$ 360
199	AMERICA'S BEST KARATE	21360 DEVONSHIRE ST	\$ 240
200	NIKKI MEDLIN GUITAR LESSON STUDIO	21405 DEVONSHIRE ST #206	\$ 180
201	ALLSTATE INSURANCE	21405 DEVONSHIRE ST #207	\$ 180
202	EM AUTOMOTIVE WARRANTY	21405 DEVONSHIRE ST #215	\$ 180
203	SOOD TAX SERVICES	21405 DEVONSHIRE ST #219	\$ 180
204	PURCELL/NOPPE ASSOCIATES	21408 DEVONSHIRE ST	\$ 180
205	VILLANUEVA MEXICAN GRILL	21409 DEVONSHIRE ST	\$ 360



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
206	PARIS NAILS	21411 DEVONSHIRE ST	\$ 240
207	PACIFIC AQUATICS WEST	21413 DEVONSHIRE ST	\$ 360
208	KITCHEN AND FLOORING EMPORIUM	21417 DEVONSHIRE ST	\$ 240
209	CHATSWORTH VETERINARY CNTR	21418 DEVONSHIRE ST	\$ 180
210	CHATSWORTH PLAZA DENTAL	21423 DEVONSHIRE ST	\$ 180
211	RALPHS GROCERY #710	21431 DEVONSHIRE ST	\$ 720
212	REPLANET RECYCLING CENTER	21431 DEVONSHIRE ST	\$ 240
213	DEVONSHIRE WEST CLEANERS	21505 DEVONSHIRE ST	\$ 240
214	OPTOMETRICS OF CHATSWORTH	21507 DEVONSHIRE ST	\$ 180
215	STRANDS SALON & DAY SPA	21509 DEVONSHIRE ST	\$ 240
216	MUNCH BOX	21532 DEVONSHIRE ST	\$ 360
217	WABA GRILL TERIYAKI HOUSE	21534 DEVONSHIRE ST #B	\$ 360
218	DR LEO RUDOY DDS	21534 DEVONSHIRE ST #C	\$ 180
219	BEAUTY SQUARED SALON	21534 DEVONSHIRE ST #D	\$ 240
220	YOGURT TIME	21534 DEVONSHIRE ST #F	\$ 360
221	ADVANCE AMERICA #1008	21534 DEVONSHIRE ST #G	\$ 240
222	GELOURD FOOD MART	21534 DEVONSHIRE ST #H	\$ 360
223	CELL PLUS	21534 DEVONSHIRE ST #I	\$ 240
224	CATHERINES CAKE & CANDY SUPPLIES	21534 DEVONSHIRE ST #J	\$ 360
225	EXTRA SPACE STORAGE	21536 DEVONSHIRE ST	\$ 360
226	CAREER CONCEPT CENTER / DISABILITY ADVOCATE	21601 DEVONSHIRE ST #101	\$ 180
227	LBA INSURANCE SERVICES	21601 DEVONSHIRE ST #105	\$ 180
228	MASS INC	21601 DEVONSHIRE ST #108	\$ 180
229	3D BOB PRODUCTIONS	21601 DEVONSHIRE ST #112	\$ 180
230	BDM MORTGAGE SERVICES	21601 DEVONSHIRE ST #116	\$ 180
231	CPR FOR LIFE	21601 DEVONSHIRE ST #117	\$ 180
232	VCR/LBO ENTERTAINMENT GROUP	21601 DEVONSHIRE ST #125	\$ 180
233	TENDER TOUCH HOME CARE	21601 DEVONSHIRE ST #201	\$ 180
234	PRO TEAM GIFTS	21601 DEVONSHIRE ST #206	\$ 180
235	CHATSWORTH INSURANCE	21601 DEVONSHIRE ST #207	\$ 180
236	JERREL W DUNSWORTH	21601 DEVONSHIRE ST #218	\$ 180
237	ALL IN BLACK	21601 DEVONSHIRE ST #219	\$ 180
238	TRAFFIC TICKET ATTORNEY	21601 DEVONSHIRE ST #219	\$ 180
239	LEVEL Q INC	21601 DEVONSHIRE ST #228	\$ 180
240	WRITTEN COMMUNICATIONS INC	21601 DEVONSHIRE ST #300	\$ 180
241	CHELONIAN PRODUCTIONS	21601 DEVONSHIRE ST #301	\$ 180
242	STATE FARM INSURANCE	21601 DEVONSHIRE ST #305	\$ 180
243	R CURTIS DALTON/CRAIG MATHIAS	21601 DEVONSHIRE ST #309	\$ 180
244	DYCAM DEVELOPMENT COMPANY	21601 DEVONSHIRE ST #310	\$ 180
245	ITA LLC	21601 DEVONSHIRE ST #312	\$ 180
246	SHAW SEAGRAVES ASSOC	21601 DEVONSHIRE ST #317	\$ 180



# CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
247	DAVID SCULLEY & CO CPA	21601 DEVONSHIRE ST #320	\$ 180
248	COMFORT INN AND SUITES	21603 DEVONSHIRE ST	\$ 720
249	CHATSWORTH LIQUOR	21615 DEVONSHIRE ST	\$ 360
250	TAWAKAL HALAL MEAT AND DELI	21617 DEVONSHIRE ST	\$ 240
251	COIN-OP LAUNDRY	21621 DEVONSHIRE ST	\$ 360
252	BULLYS BILLIARDS	21623 DEVONSHIRE ST	\$ 360
253	THE CANDY CAT	21625 DEVONSHIRE ST	\$ 360
254	CHATSWORTH AUTO REPAIR	21630 DEVONSHIRE ST	\$ 240
255	THE COWBOY PALACE SALOON	21635 DEVONSHIRE ST	\$ 360
256	CHATSWORTH AUTO BODY	21638 DEVONSHIRE ST	\$ 240
257	CHATSWORTH MUFFLER SERVICE	21640 DEVONSHIRE ST	\$ 240
258	DVD ACCESS	21700 DEVONSHIRE ST	\$ 360
259	SERGIOS RESTAURANT	21701 DEVONSHIRE ST #A	\$ 360
260	LIZ JONES HAIR STUDIO AND SKIN SPA	21701 DEVONSHIRE ST #E	\$ 240
261	EDWARD JONES	21701 DEVONSHIRE ST #F	\$ 180
262	DENISE'S PET GROOMING	21701 DEVONSHIRE ST #G	\$ 240
263	CHATSWORTH POSTAL CENTER	21704 DEVONSHIRE ST	\$ 240
264	MEDICANN INC	21706 DEVONSHIRE ST	\$ 180
265	DUKE SMITH	21708 DEVONSHIRE ST	\$ 240
266	EAST-WEST BODY WORKS	21710 DEVONSHIRE ST	\$ 240
267	BEST NAILS	21712 DEVONSHIRE ST	\$ 240
268	COUNTRY SQUIRE MARKET	21717 DEVONSHIRE ST	\$ 360
269	AYALA'S CUSTOM UPHOLSTERY	21721 DEVONSHIRE ST	\$ 240
270	WE THE PEOPLE	21722 DEVONSHIRE ST	\$ 240
271	PSYCHIC CENTER	21723 DEVONSHIRE ST	\$ 240
272	CHATSWORTH FLORIST	21727 DEVONSHIRE ST	\$ 240
273	SILVER KING	21728 DEVONSHIRE ST	\$ 360
274	JAGTIANI & KOMMAREDDY	21730 DEVONSHIRE ST	\$ 180
275	INNOVATIVE PROMOTIONS	21732 DEVONSHIRE ST	\$ 120
276	CLARK INC	21732 DEVONSHIRE ST #2	\$ 180
277	ADVANCED SCHOOL OF MASSAGE THERAPY	21740 DEVONSHIRE ST	\$ 180
278	VALLEY CHIROPRACTIC	21740 DEVONSHIRE ST	\$ 180
279	LOS TOROS MEXICAN RESTAURANT	21743 DEVONSHIRE ST	\$ 720
280	STUDIO DESTINY	21748 DEVONSHIRE ST	\$ 180
281	LIQUID GARDENS	21752 DEVONSHIRE ST	\$ 240
282	DR RAMIL MACASAET DMD	21757 DEVONSHIRE ST #1	\$ 180
283	A TEAM BUILDERS INC	21757 DEVONSHIRE ST #11A	\$ 240
284	VMC MEDICAL COLLECTIONS	21757 DEVONSHIRE ST #12	\$ 240
285	FAIC INC	21757 DEVONSHIRE ST #15	\$ 180
286	JOHN NAGLE ATTORNEY AT LAW	21757 DEVONSHIRE ST #15	\$ 180
287	K MARTIN SHAW ATTY SERVICES	21757 DEVONSHIRE ST #16	\$ 180



CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

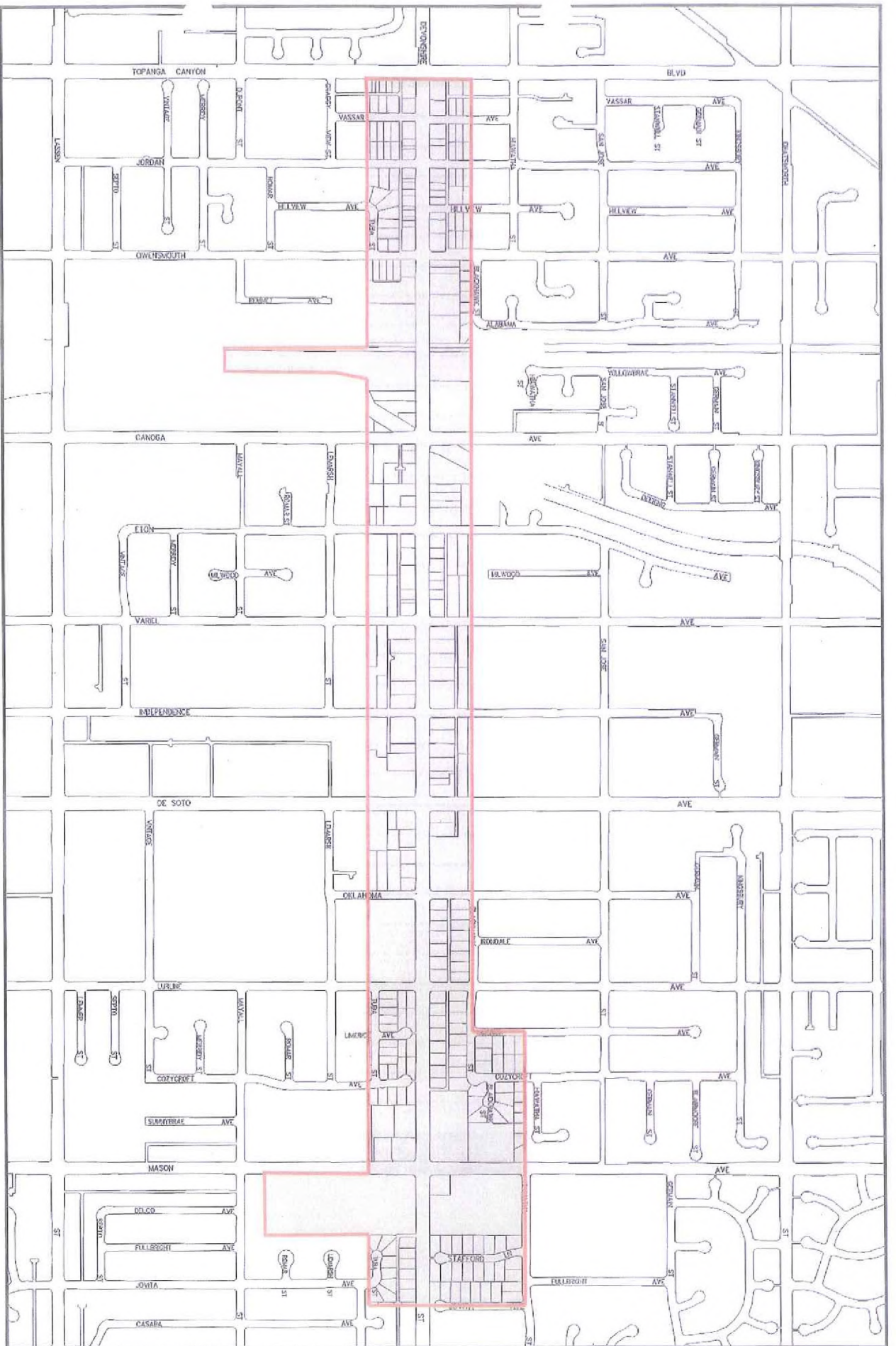
	BUSINESS NAME	BUSINESS ADDRESS	2010/2011 Assessment Amt
288	FINE ARTS CLAIMS CONSULTANTS	21757 DEVONSHIRE ST #1A	\$ 180
289	REC-SPECS / DUNFIELD INC	21757 DEVONSHIRE ST #1A	\$ 180
290	LARRY CLOUGH ATTORNEY AT LAW	21757 DEVONSHIRE ST #2	\$ 180
291	ACTIVE MICROGRAPHICS	21757 DEVONSHIRE ST #4	\$ 180
292	WATKINS COMPLETE CLEANING	21757 DEVONSHIRE ST #5	\$ 240
293	KOMBAINGA	21757 DEVONSHIRE ST #5A	\$ 240
294	MOUNTAIN VIEW BILLING DEPT	21757 DEVONSHIRE ST #6	\$ 180
295	LAW OFFICES OF MARTIN RENETZKY	21757 DEVONSHIRE ST #6A	\$ 180
296	PRIMERICA	21757 DEVONSHIRE ST #8	\$ 180
297	DARKSIDE MOTORING	21758 DEVONSHIRE ST	\$ 360
298	CHATSWORTH DENTAL	21800 DEVONSHIRE ST	\$ 180
299	NAYA FRESH BODY SPA	21800 DEVONSHIRE ST	\$ 240
300	TIRE PROS	21803 DEVONSHIRE ST	\$ 360
301	CHATSWORTH TIRE	21803 DEVONSHIRE ST	\$ 360
302	RADIO THIEM	21808 DEVONSHIRE ST	\$ 360
303	DOGGONE GOOD GROOMING	21812 DEVONSHIRE ST	\$ 240
304	BETTY CATES DANCE CONCERN	21814 DEVONSHIRE ST	\$ 180
305	ART OF LIFE	21816 DEVONSHIRE ST	\$ 240
306	LES SISTERS RESTAURANT	21818 DEVONSHIRE ST	\$ 360
307	PIRATE STAFFING	21820 DEVONSHIRE ST	\$ 180
308	UNION BANK	21821 DEVONSHIRE ST	\$ 1,200
309	CHATSWORTH CLEANERS	21824 DEVONSHIRE ST	\$ 240
310	HOOPER CAMERA STORES	21902 DEVONSHIRE ST	\$ 360
311	CRYSTAL HEALTH ZONE	21903 DEVONSHIRE ST	\$ 180
312	SUE ZANNES HAIR DESIGN	21905 DEVONSHIRE ST	\$ 240
313	RODNEY CANTER CPA	21909 DEVONSHIRE ST	\$ 180
314	TACOS EL COSAS	21915 DEVONSHIRE ST	\$ 360
315	DOUGHBOYS DONUTS	21921 DEVONSHIRE ST	\$ 360
316	RAPID GAS #75	21924 DEVONSHIRE ST	\$ 240
317	7-ELEVEN #24596	21925 DEVONSHIRE ST	\$ 720
318	SILVER PANDA	10116 MASON AV	\$ 360
319	H&R BLOCK	10118 MASON AV	\$ 180
320	RITE AID #5545	10120 MASON AV	\$ 720
321	THE SHOE RACK	10122 MASON AV	\$ 360
322	TUESDAY MORNING	10130 MASON AV	\$ 360
323	THE BROTHER'S SHOE REPAIR	10134 MASON AV	\$ 240
324	GEORGIANA'S GROOM SHOP	10136 MASON AV	\$ 240
325	NEW IMAGE UPHOLSTERY	10140 MASON AV	\$ 240
326	USED BOOKS/BOOKS 5150	10144 MASON AV	\$ 240
327	NAIL STUDIO SERVICE	10156 MASON AV	\$ 240
328	EXCEL TRAVEL-AMERICAN EXPRESS	10158 MASON AV	\$ 180



# CHATSWORTH BUSINESS IMPROVEMENT DISTRICT - 2010 ASSESSMENT/BUSINESS LISTING

	BUSINESS NAME	BUSINESS ADDRESS	2010/2011	
			Assessment Amt	
329	SUPER RELAX	10160 MASON AV	\$	240
330	ACUPUNCTURE ON HEALTH	10164 MASON AV	\$	360
331	HONSHU SUSHI	10166 MASON AV	\$	360
332	HERTZ CORPORATION	10170 MASON AV	\$	360
333	LANCE DUNHAM MD	10172 MASON AV	\$	180
334	CULTURED TASTE	10174 MASON AV	\$	360
335	VALLEY FAMILY OPTOMETRY	10176 MASON AV	\$	180
336	SAN CARLO ITALIAN IMPORT & DELI	10178 MASON AV	\$	360
337	ELIE'S LOCK AND KEY	10180 MASON AV	\$	240
338	MAILBOXES & BEYOND	10200 MASON AV	\$	360
339	RADIO SHACK #3530	10204 MASON AV	\$	720
340	BLOCKBUSTER #02781	10210 MASON AV	\$	720
341	KING SMOKE SHOP	10216 1/2 MASON AV	\$	360
342	STUART CLEANERS	10216 MASON AV	\$	240
343	VALLEY PET & SUPPLIES	10218 MASON AV	\$	360
344	LAURAS BEAUTY SUPPLY	10220 MASON AV	\$	360
345	HOUSE OF SHISH KABAB	10224 MASON AV	\$	360
346	TALLY-HO BARBERS	10226 MASON AV	\$	240
347	PLUSH SALON	10228 MASON AV	\$	240
348	CHATSWORTH CARWASH	10241 MASON AV	\$	240
349	WELLS FARGO BANK	10250 MASON AV	\$	1,200
350	PALACE CLEANERS	10312 MASON AV	\$	360
351	SEVAN CHICKEN #3	10317 MASON AV	\$	360
352	BEAUTY GALLERY	10324 MASON AV	\$	360
353	COSMETIC CREATIONS	10324 MASON AVE	\$	240
354	TRADER JOE'S #184	10330 MASON AV	\$	720
355	SMART & FINAL	10340 MASON AV	\$	720
356	KAHOOTS	10360 MASON AV	\$	720
357	VINCENZO'S PIZZA	10364 MASON AV	\$	360
358	SUBWAY	10368 MASON AV	\$	360
359	WASHINGTON MUTUAL BANK	10370 MASON AV	\$	1,200
360	KINDER CARE	10036 OLD DEPOT PLAZA RD	\$	180
361	CHATSWORTH CHAMBER OF COMMERCE	10038 OLD DEPOT PLAZA RD	\$	180
362	DICK PEARSON	10038 OLD DEPOT PLAZA RD	\$	180
363	WHISTLE STOP COFFEE	10040-A OLD DEPOT PLAZA RD	\$	180
2010 ASSESSMENT TOTAL			\$	102,420





B.I.D. PROPERTIES (MERCHANT BASED - Not all shaded are assessed)

B.I.D. BOUNDARY

CHATSWORTH

BUSINESS IMPROVEMENT DISTRICT



Not To Scale  
datacurrent Mar 2000



Ordinance 172795  
Council File 96-1007

Maped by: DEPARTMENT OF CITY PLANNING - GIS DIVISION



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

### PSC-2. NUMBER OF ORIGINALS

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

### PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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



**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

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

**PSC-7. EXCUSABLE DELAYS**

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

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights



and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **PSC-9. WAIVER**

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

#### **PSC-10. TERMINATION**

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

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

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

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the



**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of



this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

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

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

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

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with



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

**PSC-18. FALSE CLAIMS ACT**

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

**PSC-19. BONDS**

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

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,



and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.



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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

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

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not



discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of



race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.



- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

#### **PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to



their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars



(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.



- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.



- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

#### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

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

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

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

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



**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.



5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
  - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
  - D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

#### **PSC-32. AMERICANS WITH DISABILITIES ACT**

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



### **PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

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

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

### **PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

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

### **PSC-35. EQUAL BENEFITS ORDINANCE**

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



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

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

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

#### **PSC-36. SLAVERY DISCLOSURE ORDINANCE**

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



**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

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



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

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

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

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



## Exhibit 1 (Continued)

### Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

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

	Limits
<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	<b>WC    Statutory</b> <b>EL    _____</b>
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Waiver of Subrogation in favor of City         </div> <div> <input type="checkbox"/> Longshore &amp; Harbor Workers  <input type="checkbox"/> Jones Act         </div> </div>	
<b>General Liability</b>	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Products/Completed Operations  <input type="checkbox"/> Fire Legal Liability  <input type="checkbox"/> _____         </div> <div> <input type="checkbox"/> Sexual Misconduct _____         </div> </div>	
<b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)	
<b>Professional Liability</b> (Errors and Omissions)	
<b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> All Risk Coverage  <input type="checkbox"/> Flood _____  <input type="checkbox"/> Earthquake _____         </div> <div> <input type="checkbox"/> Boiler and Machinery  <input type="checkbox"/> Builder's Risk  <input type="checkbox"/> _____         </div> </div>	
<b>Pollution Liability</b>	
<input type="checkbox"/> _____	
<b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>	100 % of Contract Price
<b>Crime Insurance</b>	
<b>Other:</b> _____ _____ _____ _____	



Rev. 10/09

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

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

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage** and **minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Acord Certificates and other Insurance Certificates:**

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**



**Track4LA™ will delay the insurance approval process as documents will have to be manually processed.**

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

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

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.



## City of Los Angeles

# CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that CHATSWORTH B.I.D. INC. will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

CHATSWORTH / LOS ANGELES / CALIFORNIA  
City/County/State

11-17-2010  
Date

CHATSWORTH B.I.D. INC. 10038 OLD DEPOT PLAZA ROAD 91311

Name of Business

Address

*Kevin Hulsig*

KEVIN HULSIG

Signature of Authorized Officer or Representative

Print Name

PRESIDENT

818 341 2428

Title

Telephone Number



**LWO – DEPARTMENTAL DETERMINATION FORM****REQUIRED DOCUMENTATION FOR ALL CONTRACTS**

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance **AFTER THE CONTRACT HAS BEEN EXECUTED**. **INCOMPLETE SUBMISSIONS WILL BE RETURNED**. Please refer to the endnotes for more details.

**AWARDING DEPARTMENT INFO**

Dept: City Clerk Contract Administrator: Paul Makowski Contact Phone: 213-978-1125 MS# 159

**CONTRACT INFO**

Contractor Name: Chatsworth B.I.D., Inc. Contract # \_\_\_\_\_  
 Contractor Address: 10038 Old Deport Plaza Road City: Los Angeles State: CA Zip: 91311  
 Project/Contract Name: Chatsworth Business Improvement District  
 Purpose of Contract: Provide Administration of services related to the Chatsworth Business Improvement District  
 Contract Amount: \$ N/A Term: Start Date 6 / 1 / 10 End Date 5 / 31 / 11

**SECTION I:****DETERMINING APPLICABILITY TO LWO**

1	Check off <b>ONE</b> box that best describes the contract, then Continue to #2: This is a <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Contract Amndmt # _____		
2	If you checked off "New Contract" above, <b>SKIP to Question #5</b> to determine whether this New contract is subject to the LWO.		
3	If you checked off "Contract Amendment" Please answer the following questions about the original contract:		
	a Was the original contract subject to the LWO?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	b Was the original contract approved for an exemption?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, please note what type of exemption it received: _____
4	If you checked off YES to 3a OR 3b, <b>THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.</b> If you checked off NO to 3a AND 3b, <b>Continue to #5</b> to determine whether this Contract Amendment is subject to the LWO.		
5	Check off <b>ONE</b> box in Parts A, B, C or D below that best describes the contract, then <b>Continue to #6</b> :		
	These are contracts NOT SUBJECT, NOT APPLICABLE to LWO:		These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO:
	<b>PART A</b>	<b>PART B</b>	<b>PART C</b>
	<input type="checkbox"/> Service contract that is less than 3 months OR \$25,000 or less <sup>1</sup> <input type="checkbox"/> Other governmental entity <sup>2</sup> <input type="checkbox"/> Purchase or rental of goods, equipment, property <sup>3</sup> <input type="checkbox"/> Construction contract <sup>4</sup> <input checked="" type="checkbox"/> Funded by Business Improvement District (BID) assessment money <sup>5</sup> <input type="checkbox"/> Financial assistance is below both LWO CFAR thresholds: <sup>6</sup> (a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).	<input type="checkbox"/> Service contract that is at least 3 months AND over \$25,000.	<input type="checkbox"/> Public leases or licenses <input type="checkbox"/> City Financial Assistance Recipient (CFAR) <sup>7</sup>
6	If you checked off any box in Part A - <b>THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.</b>		
7	If you checked off a box in Part B or C, <b>SKIP TO #9.</b>		
8	If you checked off the box in Part D, <b>SKIP TO #13.</b>		
9	If you have a service contract, answer questions a, c and d ONLY, then <b>Continue to #10.</b> If you have a public lease/license, answer questions b, c and d ONLY, then <b>Continue to #10.</b>		YES NO
	a Are some of the services rendered by employees whose work site is on property owned by the City?	<input type="checkbox"/>	<input type="checkbox"/>
	b Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?	<input type="checkbox"/>	<input type="checkbox"/>
	c Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?	<input type="checkbox"/>	<input type="checkbox"/>
	d Has the DAA determined in writing that coverage would further the proprietary interests of the City?	<input type="checkbox"/>	<input type="checkbox"/>
10	If you checked off <b>ANY boxes</b> in the YES column, this contract is <b>APPLICABLE TO THE LWO</b> (it is <b>SUBJECT</b> ). <b>Continue onto SECTION II.</b> Otherwise, continue to #11.		
11	If you DID NOT check off <b>ANY boxes</b> in the YES column. This contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> , then <b>Continue to #12.</b>		
12	Has the exemption been approved? If YES, <b>THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC.</b> If NO, <b>Continue onto SECTION IV.</b>		
13	Answer the following question to determine whether the CFAR is subject to the LWO, then <b>Continue to #14.</b>		YES NO
	a Does the agreement intend to promote economic development?	<input type="checkbox"/>	<input type="checkbox"/>
14	If you checked off NO this contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). <b>PLEASE SUBMIT PAGE 1 ONLY TO OCC.</b> Otherwise, <b>Continue to Question #15.</b>		
15	Answer the following questions to determine whether the CFAR is subject to the LWO:		YES NO
	a Is the Financial Assistance given in a 12-month period and above \$1 Million?	<input type="checkbox"/>	<input type="checkbox"/>
	b Is the Financial Assistance \$100,000 or more on a continuing basis?	<input type="checkbox"/>	<input type="checkbox"/>
16	If you checked off <b>ANY boxes</b> in the YES column, this contract is <b>APPLICABLE TO THE LWO</b> (it is <b>SUBJECT</b> ). <b>Continue onto SECTION II.</b> Otherwise, this contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). <b>PLEASE SUBMIT PAGE 1 ONLY TO OCC.</b>		



**SECTION II:****CONTRACTS APPLICABLE/SUBJECT TO THE LWO**

<b>1</b> Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off <b>ONE</b> box in Parts A, B, or C that best describes the contract that MAY be eligible for an exemption, then <b>Continue to the stated part in the corresponding right column found in SECTION III.</b>																		
<b>PART A</b> <b>SERVICE CONTRACTS ONLY</b>		<b>PART B</b> <b>PUBLIC LEASES OR LICENSES ONLY</b>																
<input type="checkbox"/> One-person contractor <sup>8</sup> <b>D</b> <input type="checkbox"/> 501(c)(3) non-profit organization <sup>9</sup> <b>D</b> <input type="checkbox"/> Grant-Funded Services <sup>10</sup> <b>A</b> <input type="checkbox"/> Occupational license required <sup>11</sup> <b>B</b> <input type="checkbox"/> Collective bargaining agreement with LWO supersession language <sup>12</sup> <b>B</b>		<input type="checkbox"/> Collective bargaining agreement w/ supersession language <sup>13</sup> <b>B</b> <input type="checkbox"/> Small Business <sup>14</sup> <b>C</b>																
		<b>PART C</b> <b>CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY</b>																
		<input type="checkbox"/> Collective bargaining agreement w/ supersession language <sup>15</sup> <b>B</b> <input type="checkbox"/> 501(c)(3) non-profit organization <sup>16</sup> <b>D</b>																
		<b>PART C - Continued</b>																
		If you did not check off any boxes above, continue to answer the following questions:																
		<table border="1"> <tr> <th></th> <th>YES</th> <th>NO</th> </tr> <tr> <td>a Is the contractor a City financial assistance recipient (CFAR) in the first year of operation?<sup>17</sup></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>b Is the contractor a CFAR with less than five (5) employees?<sup>18</sup></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>c Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver?<sup>19</sup></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>d Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor?<sup>20</sup></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			YES	NO	a Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? <sup>17</sup>	<input type="checkbox"/>	<input type="checkbox"/>	b Is the contractor a CFAR with less than five (5) employees? <sup>18</sup>	<input type="checkbox"/>	<input type="checkbox"/>	c Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? <sup>19</sup>	<input type="checkbox"/>	<input type="checkbox"/>	d Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor? <sup>20</sup>	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO																
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c Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? <sup>19</sup>	<input type="checkbox"/>	<input type="checkbox"/>																
d Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor? <sup>20</sup>	<input type="checkbox"/>	<input type="checkbox"/>																
<b>2</b> If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. <b>Continue onto SECTION IV.</b>		If ANY boxes are checked <b>YES</b> , <b>Continue onto SECTION III-A.</b> If you checked off <b>NO</b> to <b>ALL</b> boxes, <b>Continue onto SECTION IV.</b>																

**SECTION III:****CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS**

<b>1</b> Your contract MAY be eligible for an exemption that may be requested by your Department OR the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:	
<b>TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY – REQUIRES OCC APPROVAL</b>	
Fill out the form in the right-hand column below, send it to OCC for final approval (DO NOT send LW-1), and then <b>Continue to #2</b> in this Section.	
<b>A</b> Grant Funded Services CFAR	LW 10 – OCC Exemption Form ONLY <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
<b>TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES OCC APPROVAL</b>	
Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once the form is complete, send it to OCC for final approval (DO NOT send LW-1), and then <b>Continue to #2</b> in this Section.	
<b>B</b> Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form AND LW 18 – Subcontractor Information Form (SIF) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
<b>C</b> Small Business	LW 26 – OCC Small Business Exemption Form (English) OR LW 26 – OCC Small Business Exemption Form (Spanish): <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
<b>TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES AWARDING DEPARTMENT APPROVAL</b>	
Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once an approval/non-approval has been made by your department, <b>Continue to #2</b> in this Section.	
<b>D</b> One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form AND LW 18 – Subcontractor Information Form (SIF) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
<b>2</b> Has the exemption been approved? If YES, <b>THIS FORM IS NOW COMPLETE – SUBMIT PAGES 1 and 2 of LW-1 and the APPROVED EXEMPTION FORM TO OCC</b> once the contract has been executed. If NO, <b>Continue onto SECTION IV.</b>	

**SECTION IV:****CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)**

<b>1</b> Your contract <b>IS SUBJECT</b> TO THE LWO AND <b>NOT ELIGIBLE</b> FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, <b>Continue onto #2</b> in this Section.	
Employee Information Form (EIF) Subcontractor Information Form (SIF)	LW 6 – Employee Information Form AND LW 18 – Subcontractor Information Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
<b>2</b> <b>THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGES 1, 2, EIF and SIF TO OCC</b> once the contract has been executed.	



## ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LV. 1

<sup>1</sup> **Less than three months OR less than \$25,000 - LAAC 10.37.1(j):** Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.

<sup>2</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

<sup>3</sup> **Purchase of Goods, Property, or a Lease of Property with City as Lessee – LAAC 10.37.1(j):** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - "Incidental services" means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.

<sup>4</sup> **Construction contracts LAAC 10.37.1(j):** Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.

<sup>5</sup> **Business Improvement Districts (BID):** Service agreements funded with the BID's assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID's assessment money remain subject to the LWO unless they otherwise qualify for an exemption.

<sup>6</sup> **City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c):** Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

Thus, such agreements are categorically exempt from the LWO if the assistance given in a 12-month period is below \$1,000,000 and less than \$100,000 per year on a continuing basis. Example: The City approves a loan to a contractor of \$5,000,000 for the development of shopping center that will create new jobs. The loan is for 20 years at an interest rate of 4%. At the time the awarding authority grants approval for the loan, the Applicable Federal Rate (AFR) referenced in the LWO is 4.6%.

This contract is not subject to the LWO because it does not meet the financial thresholds, as explained below:

The amount of financial assistance used to determine whether the contractor meets the LWO thresholds is amount the contractor saves in interest payments. To determine the amount of savings on interest payments (the financial assistance), the annual savings on interest rate is calculated as follows:

Financial Assistance = (Amount of Loan @ AFR) – (Amount of Loan @ City rate)

Financial Assistance = (\$5,000,000 x 4.6%) – (\$5,000,000 x 4%)

Financial Assistance = \$230,000 – \$200,000

Financial Assistance = \$30,000

Thus, the contractor receives \$30,000 in financial assistance per year for the next 20 years. This is less than \$1 Million in a year, and less \$100,000 per year on a continuing basis. Therefore, the contractor is exempt from the LWO. No approval from the OCC is required, and the awarding department may indicate this exemption on the Departmental Determination of Coverage form.

<sup>7</sup> **City Financial Assistance Recipient –** Means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §91274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.



<sup>8</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

<sup>9</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement with the City, or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the agreement with the City, regardless of whether the person works on the City agreement. In calculating the salary of the CEO and the wage rate of the lowest paid worker, the corporation may not include items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions.

Child care workers: Even if a corporation meets the requirements for exemption as a 501(c)(3) non-profit organization, if the corporation provides child care services as part of the City agreement or employs child care workers who will work on the City agreement, the corporation must pay all child care workers working on the subject agreement the required LWO wage rate. The LWO requirements regarding compensated and uncompensated days off are also applicable to those child care workers.

<sup>10</sup> **Grant-funded Services:** Agreements let by the City involving federal or state grant funds shall be subject to the LWO unless the grant-funding agency indicates in writing that the provisions of the Ordinances should not apply. The awarding authority shall provide a copy of grant-funding agency's determination to the OCC.

<sup>11</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

<sup>12</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) Provisional Exemption from LWO during negotiation of CBA: An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the



superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

<sup>13</sup> See Endnote #12

<sup>14</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

<sup>15</sup> See Endnote #12

<sup>16</sup> See Endnote #9

<sup>17</sup> **CFAR: First Year Financial Assistance Recipients – 10.37.1(c):** A first-year City financial assistance recipient (CFAR) applying for exemption under Section 10.37.1(c) of the LWO shall submit proof of its start up date and workforce documentation with its application for exemption. If the OCC grants an exemption on this basis, the first year CFAR is exempt from the LWO for a period of one year from the date the exemption is approved.

<sup>18</sup> **CFAR: Employing Fewer Than Five Employees – 10.37.1(c):** A City financial assistance recipient (CFAR) claiming exemption on the basis that it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year shall submit with its application for exemption payroll registers for that twenty (20) week period to verify eligibility.

<sup>19</sup> **CFAR: Hardship waivers for job training and preparation programs –10.37.1(c):** A City financial assistance recipient (CFAR) that employs the longterm unemployed or provides trainee positions intended to prepare employees for



## EXHIBIT 4

### CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

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

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

CONTRACTOR/BORROWER/AGENCY

CHATSWORTH B.I.D. INC.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

KEVIN ADAMS PRESIDENT

SIGNATURE [Signature]

DATE 11/16/2010



**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE**

NOV 29 2010

ADDITIONAL SVCS.

**CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM**

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

**1. Information Regarding Proposed Contract**

Project Name/Description: CHATSWORTH BUSINESS IMPROVEMENT DISTRICT

RFB/RFQ/RFP # (if any):

Date RFB/RFQ/RFP Released:

Procuring Dept.:

CITY CLERK

Mail Stop #:

159

Name of Dept. Contact:

PAUL MALOWSKI

Phone: 213/978-1125

**2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:**

Company Name: CHATSWORTH B.I.D. INC.

Company Address: 10038 OLD DEPOT PLAZA RD.

City: LOS ANGELES

State: CA

Zip: 90011

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

**FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT**

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) NOV 22 2010

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and **Service** Contracts

☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature

Seffy Wiles

Date NOV 22 2010



## CITY OF LOS ANGELES

## PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

CHATSORTH B.I.D., INC. 10038 OLD DEPOT PLAZA RD 91311 818 341 2428  
Company Name, Address and Phone Number

Ken Huh  
Signature of Officer or Authorized Representative

11/16/2010  
Date

KEVIN HULING PRESIDENT  
Print Name and Title of Officer or Authorized Representative

CITY CLERK / ASD / SAS  
Awarding City Department

Contract Number



# CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

## A. CONTACT INFORMATION

### CITY DEPARTMENT INFORMATION

OFFICE OF THE City Clerk / ASD / DAS PAUL MAKOWSKI 213/978 1125  
City Department/Division Awarding Contract City Contact Person Phone

CHATS WORTH BUSINESS IMPROVEMENT DISTRICT  
City Bid or Contract Number (if applicable) and Project Title

### BIDDER/CONTRACTOR INFORMATION

CHATS WORTH B.I.D. INC.  
Bidder/Proposer Business Name

10038 OLD DEPOT PLAZA RD CHATS WORTH CA 91311  
Street Address City State Zip

Rana Ghadban, Bid Administrator 818-341-2428 818-341-4930  
Contact Person, Title Phone Fax

## TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- ☒ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 9/15/06 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

KEVIN HULINK, PRESIDENT [Signature] 11/16/2010  
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 10



**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_



Sep 06 06 01:46p

Chatsworth Chamber

818-341-4930

P. 14

L A CITY ADMIN. SRV Fax: 213-978-1130

Sep 5 2006 12:00

P. 13

SERVICE

# CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

## A. CONTACT INFORMATION

### CITY DEPARTMENT INFORMATION

City Clerk

Paul J. Smith 213-978-1121

City Department/Division Awarding Contract

City Contact Person

Phone

(1-110) 562

Chet Smith BID Admin 2006-07

City Bid or Contract Number (if applicable) and Project Title

### BIDDER/CONTRACTOR INFORMATION

Chatsworth Business Improvement District, Inc.

Bidder/Proposer Business Name

10038 Old Depot Plaza Rd, Chats. CA 91311

Street Address

City

State

Zip

Nanette Phelan, BID Admin

818341-2428

818341-4930

Contact Person, Title

Phone

Fax

## TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☒ An update of a prior Questionnaire dated 10.17.05

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 10.17.05 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Nanette Phelan, BID Admin Nanette Phelan 9-5-06

Print Name, Title

Signature



SERVICE

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ Corporation: Date Incorporated: 11/17/2000 State of incorporation: CA

List the corporation's current officers.

President: William F. Powers

Vice President: Julie Lewis

Secretary: Nanette Phelan

Treasurer: Ronald Scheelkin CPA

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ Limited Liability Company: Date of formation:        /        /        State of formation:         
List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ Partnership: Date formed:        /        /        State of formation:         
List all partners in your firm. Use Attachment A if more space is needed.

☐ Sole Proprietorship: Date started:        /        /         
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ Joint Venture: Date formed:        /        /         
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.



**SERVICE**

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**



**SERVICE**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business? 5 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☒ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.



**SERVICE**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

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☒ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.







## SERVICE

## F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

## G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.



**SERVICE**

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

**H. BUSINESS INTEGRITY**

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Nanette Phelan, Secretary Nanette Phelan 9-5-06  
Print Name, Title Signature Date



**SERVICE**

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

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☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Nanette Phelan, Secretary Nanette Phelan 9-5-06  
Print Name, Title Signature Date



Sep 06 06 01:50p

Chatsworth Chamber

818-341-4930

P.20

L A CITY ADMIN. SRV Fax:213-978-1130

Sep 5 2006 12:02

P.19

**SERVICE**

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

NA



## SERVICE

## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1

City of Los Angeles  
Board of Public Works  
Beautification Grant  
# 10,000 Matching funds  
Project # C9-075

7/06-12/06  
with possible  
extensions



## SERVICE

## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1

City of Los Angeles  
Board of Public Works  
Beautification Grant  
# 10,000 Matching funds  
Project # C9-075  
7/06-12/06  
with possible  
extensions



**SERVICE****ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check Yes in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.



## CITY OF LOS ANGELES - COMPLIANCE LIST FOR EQUAL BENEFITS ORDINANCE

<input type="checkbox"/>	<b>Charles Dunn Real Estate Services, Inc.</b> 800 West Sixth Street, Suite 600 Los Angeles CA 90017	EBO Status Date Status Determined:	<b>Full</b> 09/03/04	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 03/16/05
<input type="checkbox"/>	<b>Charles E. Thomas Company</b> 13701 S. Alma Avenue Gardena CA 90249	EBO Status Date Status Determined:	<b>Full</b> 02/21/08	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 12/05/07
<input type="checkbox"/>	<b>Charles G. Hardy, Inc.</b> 15723 Vermont Ave. Paramount CA 90723	EBO Status Date Status Determined:	<b>Full</b> 04/01/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 01/05/04
<input type="checkbox"/>	<b>Charles King Company, Inc.</b> 2841 Gardena Ave. Signal Hill CA 90755	EBO Status Date Status Determined:	<b>EBO N/A: No Benefits</b> 01/05/06	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 01/13/05
<input type="checkbox"/>	<b>Charles P. Crowley Co. Inc.</b> 15861 Business Center Drive Irwindale CA 91706	EBO Status Date Status Determined:	<b>Full</b> 06/06/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 04/27/04
<input type="checkbox"/>	<b>Charles R. Drew University of Medicine and Science</b> 1731 East 120th Street Los Angeles CA 90059	EBO Status Date Status Determined:	<b>Full</b> 07/02/07	
<input type="checkbox"/>	<b>CHARO Community Development Corporation</b> 4301 East Valley Blvd. Los Angeles CA 90032	EBO Status Date Status Determined:	<b>Full</b> 07/03/01	
<input type="checkbox"/>	<b>Charvize &amp; Make-Up Artist, Inc.</b> 6300 Lankershim Blvd., #122 North Hollywood CA 91606	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 02/02/01	
<input type="checkbox"/>	<b>Chatsworth Business Improvement District</b> 10038 Old Depot Plaza Road Chatsworth CA 91311	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 05/13/04	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 05/13/04
<input type="checkbox"/>	<b>Chattel Architecture, Planning and Preservation Inc.</b> 13417 Ventura Boulevard Sherman Oaks CA 91423	EBO Status Date Status Determined:	<b>Full</b> 05/22/09	
<input type="checkbox"/>	<b>Chavez, Dariela</b> 12134 Rives Ave. Downey CA 90241	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 06/30/08	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 06/25/08
<input type="checkbox"/>	<b>CHCADA Inc.</b> 2101 Capitol Ave. Sacramento CA 95816	EBO Status Date Status Determined:	<b>Full</b> 07/19/06	
<input type="checkbox"/>	<b>Cheatam, Elizabeth W.</b> 1342 Edgecliffe Drive Los Angeles CA 90026	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 12/08/04	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 12/13/04
<input type="checkbox"/>	<b>Cheatham-Wild, Elizabeth</b> 670 Moulton Avenue, #5 Los Angeles CA 90031	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 11/06/00	
<input type="checkbox"/>	<b>Checkmate Pictures</b> 21 30th Avenue, #6 Venice CA 90291	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 01/09/07	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 12/22/06
<input type="checkbox"/>	<b>ChemWare Inc.</b> 900 Ridgfield Drive, Suite 150 Raleigh NC 27609	EBO Status Date Status Determined:	<b>Full</b> 12/28/09	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 01/08/07
<input type="checkbox"/>	<b>Chen &amp; Fan Accountancy Corporation</b> 9660 Flair Dr., Ste. 300 El Monte CA 91731	EBO Status Date Status Determined:	<b>Full</b> 08/30/06	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 08/11/06
<input type="checkbox"/>	<b>Cheng, Chieh Yu</b> 4738 W. 18th St. Los Angeles CA 90019	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 09/19/08	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 09/19/08
<input type="checkbox"/>	<b>Cheng, Ellen</b> 5958 N. Walnut Grove Ave. San Gabriel CA 91775	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 01/07/04	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 01/07/04
<input type="checkbox"/>	<b>Chesterfield Square, LLC</b> 11400 W. Olympic Bl., Suite 200 Los Angeles CA 90064	EBO Status Date Status Determined:	<b>EBO N/A: One Person</b> 05/19/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 05/18/05

Listing current as of 11/30/2010



## CITY OF LOS ANGELES - LISTING OF SDO AFFIDAVITS

<b>Chang, Hetty</b> 267 Newport Ave., #3	Long Beach	CA	90803	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	1/6/2004
<b>Chang, Patty</b> 39 Woodhull St., #3	Brooklyn	NY	11231	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	3/3/2008
<b>Changing Perceptions</b> 11271 Ventura Blvd., #455	Studio City	CA	91604	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	6/9/2004
<b>Channing Bete Company</b> One Community Place	South Deerfield	MA	01373	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	4/22/2004
<b>Charisma Design Studio, Inc.</b> 8414 San Fernando Rd.	Sun Valley	CA	91352	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	3/2/2006
<b>Charles Dunn Real Estate Services, Inc.</b> 800 West Sixth Street, Suite 600	Los Angeles	CA	90017	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	3/16/2005
<b>Charles E. Thomas Company</b> 13701 S. Alma Avenue	Gardena	CA	90249	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	12/5/2007
<b>Charles G. Hardy, Inc.</b> 15723 Vermont Ave.	Paramount	CA	90723	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	1/5/2004
<b>Charles King Company, Inc.</b> 2841 Gardena Ave.	Signal Hill	CA	90755	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	1/13/2005
<b>Charles P. Crowley Co. Inc.</b> 15861 Business Center Drive	Irwindale	CA	91706	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	4/27/2004
<b>Charles R. Drew University of Medicine and Science</b> 1731 East 120th Street	Los Angeles	CA	90059	<input type="checkbox"/> SDO Affidavit Received?	on	
<b>Charles Fixtures</b> 2251 Venice Blvd.	Los Angeles	CA	90003	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	6/23/2004
<b>Charnstrom Co. Inc.</b> 5391 12th Ave.	Shakapee	NM	55379	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	2/23/2005
<b>Chart Industries</b> 407 7th Street NW	New Prague	MN	56071	<input type="checkbox"/> SDO Affidavit Received?	on	
<b>Chatsworth Business Improvement District</b> 10038 Old Depot Plaza Road	Chatsworth	CA	91311	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	5/13/2004
<b>Chavez, Dariela</b> 12134 Rives Ave.	Downey	CA	90241	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	6/25/2008
<b>Cheatam, Elizabeth W.</b> 1342 Edgecliffe Drive	Los Angeles	CA	90026	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	12/13/2004
<b>Checkmate Pictures</b> 21 30th Avenue, #6	Venice	CA	90291	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	12/22/2006
<b>Chem Service Inc.</b> 660 Tower Lane	West Chester	PA	19380	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	7/11/2005
<b>Chemineer Inc.</b> 5870 Poe Ave.	Dayton	OH	45414	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	5/11/2007
<b>Chemsearch</b> 2727 Chemsearch Bl.	Irving	TX	75062	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	4/20/2010
<b>ChemWare Inc.</b> 900 Ridgefield Drive, Suite 150	Raleigh	NC	27609	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	1/8/2007
<b>Chen &amp; Fan Accountancy Corporation</b> 9660 Flair Dr., Ste. 300	El Monte	CA	91731	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	8/11/2006
<b>Cheng, Chieh Yu</b> 4738 W. 18th St.	Los Angeles	CA	90019	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	9/19/2008
<b>Cheng, Ellen</b> 5958 N. Walnut Grove Ave.	San Gabriel	CA	91775	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	1/7/2004
<b>Cherry Engineering Inc.</b> 1713 Catizon Court SE	Albuquerque	NM	87123	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	9/1/2005
<b>Chesterfield Square, LLC</b> 11400 W. Olympic Bl., Suite 200	Los Angeles	CA	90064	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	5/18/2005
<b>Chicago Soft LTD</b> 6232 N. Pulaski Rd., #402	Chicago	IL	60646	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	5/20/2004
<b>Chicago Systems Group Inc.</b> 180 N. Stetson Ave., Suite 3200	Chicago	IL	60601	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	12/13/2007
<b>Chicana Service Action Center, Inc.</b> 315 West 9th Street, Suite 101	Los Angeles	CA	90015	<input checked="" type="checkbox"/> SDO Affidavit Received?	on	10/16/2008

Listing current as of 11/30/2010



## CITY OF LOS ANGELES

 awarding Dept.: CITY CLERK / ADD/SAS  
 Dept. Contact: PAUL MARQUESE  
 MS: 159 OCC#: \_\_\_\_\_

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

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

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

**E. Equal Employment Opportunity Officer:**

Please be advised that KEVIN HULME PRESIDENT is hereby  
 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

10038 OLD DEPOT PLAZA RD CHATSWORTH 91311, (818) 341-2428  
 WORK ADDRESS TELEPHONE

**F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:**

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

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

CHATSWORTH B.I.D. INC.  
 COMPANY NAME

10038 OLD DEPOT PLAZA RD  
 ADDRESS

CHATSWORTH, CA 91311  
 CITY, COUNTY, STATE, ZIP

Kevin Hulme  
 AUTHORIZED SIGNATURE

KEVIN HULME, PRESIDENT  
 NAME AND TITLE (TYPE OR PRINT)

818 341 2428 11/14/2010  
 TELEPHONE DATE



☐ PRIME ☐ SUB BCA Form (6/08)

TOTAL COMPOSITION OF WORK FORCE

OCC#

Contractor CHATSWOORTH BLDG INC. Project Title CHATSWOORTH BLDG IMPROVEMENT DISTRICT Length of Contract 12 MONTHS  
Contractor Address 10000 OLD BROT AVENUE 91311 Work Force as of (Date) NO EMPLOYEE DATA TIME (If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																							
(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)																							
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																							
Brick Layers																							
Carpenters																							
Electricians																							
Gunite Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
	Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		R	T		R	T		M	F
OCCUPATION																							
Official & Managers																							
Professionals																							
Technicians																							
Sales Workers																							
Office / Clerical																							
Semi-Skilled																							
Laborers (Unskilled)																							
Service Workers																							
TOTAL																							

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☐ Other (Specify)



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

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

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.



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

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

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

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.



- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.



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

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

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

**1. Construction Contracts Included.**

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

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

**2. Anticipated Utilization.**

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

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

**3. An Affirmative Action Plan.**

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

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

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

- b.** Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c.** Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d.** Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e.** Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.



- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
  - a. Recruit and refer minority, women and other employees to such programs;
  - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
  - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
  - a. What steps were taken, how and on what date.
  - b. To whom those efforts were directed.
  - c. The responses received, from whom and when.
  - d. What other steps were taken or will be taken to comply and when.
  - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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

DATE

FIRM NAME

OFFICER'S SIGNATURES

OFFICER'S NAME AND TITLE (TYPE OR PRINT)



**Form W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

CHATSWORTH B.I.D. INC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

10038 OLD DEROT PLAZA ROAD

City, state, and ZIP code

CHATSWORTH CA 91311

Requester's name and address (optional)

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

95-4828402

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Ken S. Huber

Date ▶

11/16/2010

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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Additional Guidelines

- *All California vendors within the LATD/LACT are responsible for billing and collecting all sales taxes at 8.25%. If a vendor fails to include sales tax at the time of billing, the department must inform the vendor that the City is not exempt from paying the sales tax and to resubmit a corrected invoice that includes the 8.25% tax. If a vendor does not resubmit a corrected invoice, the department pays the invoice as billed, as it is the responsibility of the seller to collect the appropriate tax.*
- There are exceptions that may arise, such as paying for food for zoo animals, and the vendor does not bill tax; add 8.25 % tax to the invoice, process the PV using tax code "5" & tax indicator "Y" and indicate that tax is paid directly to SBE, in the description field.
- For California vendors located outside the LATD/LACT, billing the City other than 8.25% or 7.25% and the point of delivery is located outside the LATD/LACT, the department pays the invoice as billed and uses tax code "2" and tax indicator "Y".
- The *City of Los Angeles* is responsible for *paying Use Tax to the SBE* for all taxable goods from out-of-state vendors (including purchasing card out of state purchases, when applicable) without verifying the sales tax permit number from SBE, by adding 8.25% tax to the invoice and using tax code "5" and tax indicator "Y" and indicating that 8.25% Use Tax is paid directly to SBE in the PV description field.

**Exception:** When a department has a Resale Permit number, the department does not need to pay Use Tax to SBE.

**1.5.13 Taxpayer Identification Numbers (TIN) – Form W-9**

Taxpayer Identification Numbers (TIN) are required when processing payments for *independent contractors* (non-City employee) under a *personal services contract, or a provider of legal, health and medical services*. This number may be in the form of a social security number (SSN) or a Federal employer identification number (FEIN).

The best method of obtaining the taxpayer identification number is to request a W-9 form at the execution of the services contract with the vendor. Once the W-9 is obtained,

- Submit a Vendor Maintenance Form with the W-9 attached, with the 1099 indicator and EIN/SSN fields completed.
- If a Vendor Maintenance Form is on file, ensure that the SSN is correct and the 1099 indicator field is marked with a "Y".
- A copy of the W-9 form should be maintained with the accounts payable file.

It is important that the vendor's file is kept current with the correct TIN. In the event of an Internal Revenue Service (IRS) audit, the City may be required to withhold a



## Audit and Approval of Payments

percentage of any payment made to a non-employee/independent contractor that does not have a valid TIN or an incorrect TIN with the IRS. To prevent this withholding requirement, City departments must verify the TIN on file and obtain a W-9 from all non-employee/independent contractors.

### 1.5.14 MISC – Form 1099

The Controller's Office and other authorized departments issue IRS Form 1099 to report most payments to non-City employees.

There are four basic conditions for a payment to be classified as non-City employee compensation:

- It is made to a *non-City employee*.
- It is for "*services rendered*" to a City office/department (or non-profit corporation) in the course of transacting business and it is not an expense reimbursement.
- The payment is made to someone other than a corporation, i.e., an individual, sole proprietor or partnership (with the exception of medical corporations, and legal corporations).
- The payments during the year total \$600 or more.

#### Items subject to Reporting:

##### Rental Payments

Rental payments are subject to reporting.

##### Medical Corporations

Payments to providers of medical and health services, including medical corporations are subject to Form 1099 reporting.

##### Attorney Fees and Legal Fees Payable to Corporations

Payments to attorneys, including legal fees payable to a legal corporation, are subject to Form 1099 reporting.

If a payment is made in the course of business to any attorney in connection with legal services and the *attorney's fee cannot be determined*, the total amount paid to the attorney (*gross proceeds*) *must be reported*. This rule applies whether or not the legal services are provided to the payer, and whether or not the attorney is the exclusive payee (e.g., the attorney and claimant's names on one check).



**FIRST SOURCE HIRING ORDINANCE (FSHO)****FORM: FSHO-D****Departmental Determination Form****CITY OF LOS ANGELES**

*Awarding Departments may use this form to help determine whether the Prime Contractor is subject to the FSHO or eligible for an exemption. Please note that this form is for determination purposes only and should not be submitted to OCC.*

1. Will this be for a construction contract for a public work or improvement?
  - ☐ YES – Contract is not subject to the FSHO. FSHO language does not need to be in RFP/RFQ/RFB. No documentation is required to be submitted to the Office of Contract Compliance (OCC).
  - ☒ NO – Contract may be subject to the FSHO. FSHO language must be included in the RFP/RFQ/RFB – **PROCEED TO QUESTION #2.**
2. Will the contract call for the contractor to primarily furnish services to or for the City, OR is a lease/license/purchase agreement with a service component?
  - ☒ YES – Contract is subject to the FSHO. **PROCEED TO QUESTION #3** once a contractor has been selected.
  - ☐ NO – Contract is not subject to the FSHO. No documentation is required to be submitted to OCC. If you are unsure whether this contract qualifies as having a service component, please contact OCC for further guidance.
3. Is the total amount of the contract greater than \$25,000 AND the term of the contract greater than 3 months, OR is this an as-needed contract (i.e. revenue generating, on-call, etc.)?
  - ☐ YES – **PROCEED TO QUESTION #4.**
  - ☒ NO – This contract does not meet the \$25,000 or 3-month term threshold AND is not an as-needed contract (i.e. revenue generating, on-call, etc.). If a future contract amendment increases either the dollar amount or the term of the contract, then the contract may become subject to the FSHO. At that time you will need to redo this form to determine whether the contract is subject to the FSHO.
4. Will any of the following exemptions apply to your contract?
 

Exemption Description	YES	NO
Contracts where the provisions of this article conflict with federal or state law?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts with another governmental entity?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts awarded under urgent or emergency circumstances?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts entered into pursuant to Charter Section 371(e)(7) – "Contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent"?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts where the services are available only from a single source?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit?	<input type="checkbox"/>	<input type="checkbox"/>
Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit?	<input type="checkbox"/>	<input type="checkbox"/>
City Loans or Grants funded from the proceeds of a bond issuance, tax credits or tax increment financing?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you checked 'YES' in ANY of the boxes in Question #4, your department may apply for a contract exemption. Please fill out the exemption form for OCC approval (FSHO-X) and submit it to BCA for review. **PROCEED TO QUESTION #6** when you have received a response from OCC. If you checked 'NO' to ALL boxes, **PROCEED TO QUESTION #7.**
6. Was the exemption form (FSHO-X) you submitted approved by OCC?
  - ☐ YES – This contract has been exempted from the FSHO. No additional documentation is required to be submitted to OCC.
  - ☐ NO – **PROCEED TO QUESTION #7.**
7. Is this contract on an as-needed basis (i.e. revenue generating, on-call, etc.)?
  - ☐ YES – This contract is subject to the **pre-award activities** of the FSHO. **PROCEED TO QUESTION #9.** Your Department must keep track of the amount and term expended during the life of the contract. Once the contract exceeds the \$25,000 and 3-month term contract thresholds, it will be subject to the post-award activities of the FSHO.
  - ☐ NO – **PROCEED TO QUESTION #8.**



**FIRST SOURCE HIRING ORDINANCE (FSHO)****FORM: FSHO-D**  
**CITY OF LOS ANGELES****Departmental Determination Form (continued)**

*Awarding Departments may use this form to help determine whether the Prime Contractor is subject to the FSHO or eligible for an exemption. Please note that this form is for determination purposes only and should not be submitted to OCC.*

8. Does this contract involve a Loan or Grant Recipient AND is the Loan or Grant for economic development or job growth (activities that expand the production, distribution or consumption of goods or services, increase the employment or skills level of the city workforce, effect the efficient use of material or non material resources, or have practicable and industrial significance)?

☐ NO – **PROCEED TO QUESTION #9**

☐ YES – Please answer the following questions:

A	What is the interest rate of the loan/grant?	_____ %
B	What is the current Applicable Federal Rate (AFR)? Can be found here: <a href="http://www.irs.gov/app/picklist/list/federalRates.html">http://www.irs.gov/app/picklist/list/federalRates.html</a>	_____ %
C	Is Line B less than Line A? <input type="checkbox"/> YES – <b>PROCEED TO LINE D.</b> <input type="checkbox"/> NO – <b>PROCEED TO LINE E.</b>	
D	Does the loan/grant provide a mechanism for forgiving the interest? <input type="checkbox"/> YES – <b>PROCEED TO LINE E.</b> <input type="checkbox"/> NO – This contract is not subject to the FSHO. No additional documentation is required to be submitted to OCC. Please retain this form for your files.	
E	Your contract is subject to the <b>pre- and post-award</b> requirements of the FSHO (See NOTE below). <b>PROCEED TO QUESTION #9.</b>  <b>NOTE:</b> You may request from BCA to exempt the post-award requirements of the FSHO <i>during the term of the contract only</i> if the AFR FALLS BELOW THE RATE OF THE CITY LOAN PROVIDED. Retain a copy of this completed form FSHO-D for your files.  If the AFR falls below the rate of the city loan during the term of the contract, fill out the exemption form (FSHO-X) and type in the exemption description "AFR falls below the rate of the City loan provided" then <b>PROCEED TO QUESTION #6 during the term of the contract.</b>	

9. The following steps must be taken before the contract is awarded:

*The selected Prime Contractor (and their subcontractors, where applicable) must complete the following:*

- Fill and submit to your department:  
a) FSHO-1 – Anticipated Employment Opportunities Form, AND b) FSHO-2 – Subcontractor Information Form
- Gather ALL FSHO-1 and FSHO-2 forms from ALL known Subcontractors and send them to your department. If no subcontractors exist or are unknown, they must indicate that there are no subcontractors on the FSHO-2 form.

*Once these forms are received by your department, your department must:*

- Check for completeness
- Submit all forms from prime and subcontractors along with a copy of these forms to the Bureau of Contract Administration for further review.

*Once the Bureau of Contract Administration receives these documents from your department, BCA will:*

- Check again for completeness, and
- Analyze these pre-award documents to see if they are in compliance,
- Compose a list of Contractors, Project Titles, and unique ID numbers whose paperwork is in compliance, and
- Publish the pre-award compliance list on an intranet listing available to all Awarding Departments

*Your department may then print the corresponding page listing their pending contract's contractor name/title/and unique ID# from the intranet listing to include in your files.*