

CONTRACT SUMMARY SHEET

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

DATE: July 28, 2016

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works Board~Office of Community Beautification

CONTACT PERSON: Paul Racs PHONE: 213-978-0229

CONTRACT NO.: C-122515 COUNCIL FILE NO.: 16-0734

ADOPTED BY COUNCIL: 07/01/2016
DATE
APPROVED BY BPW: 07/27/2016
DATE

NEW CONTRACT ____
AMENDED AND RESTATED ____
ADDENDUM NO. ____
SUPPLEMENTAL NO. ____
CHANGE ORDER NO. ____
AMENDMENT ⁹ ____

CONTRACTOR NAME: West Valley Alliance

TERM OF CONTRACT: July 1, 2013 THROUGH: June 30, 2017

TOTAL AMOUNT: \$650,000

PURPOSE OF CONTRACT:

To provide community beautification services in portions of Council Districts 2 and 6; and all of Council Districts 3 and 12 during fiscal year 2016-17.

Funding shall be broken down as follows:

- Graffiti Removal: \$585,000.
- Clean Streets LA cleanup: \$65,000.

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

**NINTH AMENDMENT TO AGREEMENT
C-122515**

BETWEEN THE CITY OF LOS ANGELES AND WEST VALLEY ALLIANCE TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY AND PROVIDE VARIOUS COMMUNITY BEAUTIFICATION SERVICES AS NEEDED IN COUNCIL DISTRICT 3 AND PORTIONS OF COUNCIL DISTRICTS 2, 6, AND 12 AND AS PART OF THE CLEAN STREETS LOS ANGELES PROGRAM.

THIS NINTH AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, West Valley Alliance, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, on December 7, 2012 the Board of Public Works authorized the Office of Community Beautification to release a Request for Proposal for graffiti removal and cleanup, and

WHEREAS, on May 3, 2013 CONTRACTOR submitted to the Board of Public Works-Office of Community Beautification a proposal which set forth the project requirements, approach, tasks, schedule, costs, and team organization, and

WHEREAS, on June 14, 2013 the Board of Public Works authorized the execution of graffiti removal contracts from July 1, 2013 to June 30, 2014, and

WHEREAS, on August 20, 2013 the Los Angeles City Council authorized the transfer of funds from the CD 12 portion of the Sunshine Canyon Community Amenities Trust Fund to the Board of Public Works Contractual Services Account (Council File 13-1084), and

WHEREAS, on October 23, 2013 the Board of Public Works authorized the execution of an amendment to the contract to provide funding designated by Council File 13-1084, and

WHEREAS, on May 27, 2014 the Los Angeles City Council adopted the budget for fiscal year 2014-15, which included funding for anti-graffiti efforts (CF 14-0600), and

NINTH AMENDMENT TO AGREEMENT C-122515

WHEREAS, on June 10, 2014 the Los Angeles City Council approved the restoration of funds previously provided to the Office of Community Beautification via Community Development Block Grant funding (CF 13-1395-S3), and

WHEREAS, on July 15, 2014 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide for a continuation of services in fiscal year 2014-15, and

WHEREAS, on June 13, 2014 the Los Angeles City Council authorized the transfer of funds from the CD 12 portion of the Street Furniture Revenue Fund to the Board of Public Works Contractual Services Account (Council File 14-0011-S11), and

WHEREAS, on October 3, 2014 the Board of Public Works authorized the execution of an amendment to the contract to provide funding designated by Council File 14-0011-S11, and

WHEREAS, on April 27, 2015 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide funding for the maintenance of former CRA properties (C-122515), and

WHEREAS, on June 15, 2015, the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide funding for weed abatement and community beautification services, and

WHEREAS, on May 26, 2015 the Los Angeles City Council adopted a budget for Fiscal Year 2015-16, which included funding for the graffiti removal program, and

WHEREAS, on July 13, 2015 the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment for the continuation of services in Fiscal Year 2015-16, and

WHEREAS, on October 30, 2015 the Los Angeles City Council (CF 11-1013-S6) adopted CAO Report 0220-05189-0000, which authorized the transfer of funds to the Board of Public Works-Office of Community Beautification for purposes of providing public right-of-way cleanup services, as part of the Clean Streets Initiative program, and

WHEREAS, on November 6, 2015 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the existing contract for public right-of-way cleanup, and

WHEREAS, on June 3, 2016 the Board of Public Works authorized an Eighth Amendment to the contract to provide funding for summer youth workers, and

WHEREAS on July 1, 2016, the Los Angeles City Council authorized the Board of Public Works to extend current OCB contracts to provide services in Fiscal Year 2016-17 (CF 16-0734), and

WHEREAS on July 27, 2016, the Board of Public Works authorized the Office of Community Beautification to execute a contract amendment to provide for a continuation of beautification services in fiscal year 2016-17, and

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NINTH AMENDMENT TO AGREEMENT C-122515

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

I. INTRODUCTION

§101 *Parties to the Agreement*

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as West Valley Alliance, a California non-profit 501(c) (3) corporation, having its principle office at 20040 Saticoy Street, Winnetka, CA 91306.

§102 *Representatives of the Parties and Service of Notices*

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

The representative of the City shall be, unless otherwise stated in the Agreement:

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Daniel Ruiz, CEO/President
West Valley Alliance
20040 Saticoy Street
Winnetka, CA 91306

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

§103 *Independent Contractor*

A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. 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.

**NINTH AMENDMENT TO AGREEMENT
C-122515**

II.

TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Ninth Amendment to the Agreement extends the term of the contract to provide services in Fiscal Year 2016-17. Therefore Section II-TERM AND SERVICES TO BE PROVIDED, §201-Time of Performance, ITEM A, is hereby amended to read:

- A. The term of this Agreement is to commence from the date of execution through June 30, 2017.

§202 Services to be provided by the Contractor

This Ninth Amendment to the Agreement expands the service area of West Valley Alliance. Therefore Section II- TERM AND SERVICES TO BE PROVIDED, §202-Services to be provided by the Contractor, Item A, is hereby amended to read:

- A. The primary purpose of this graffiti removal and clean-up project is to remove graffiti from both public and private property citywide within 24 to 48 hours using state of the art technology including color matching, and to provide litter clean-up/weed abatement services or other community beautification services (as funded) along the public right-of-way in an area described as:
- All areas of the City of Los Angeles, West of the 405 freeway and North of Mulholland Drive.
 - East of the 405 Freeway, between Sherman Way (North) and Mulholland (South), to Woodman (East).

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

III.

PAYMENT

§301 Compensation and Method of Payment

This Ninth Amendment provides funding for a continuation of graffiti removal services within the City of Los Angeles in the amount of \$585,000 and community beautification services as part of the Clean Streets Initiative Program in the amount of \$65,000 for Fiscal Year 2016-17. Therefore Article III PAYMENT, Subsection 301 COMPENSATION AND METHOD OF PAYMENT, item A is hereby amended to include:

An additional amount of Six Hundred Fifty Thousand dollars (\$650,000) is provided by the Ninth Amendment to the Agreement. The contract ceiling amount is increased to Two Million Two Hundred Twenty Two Thousand Four Hundred Forty Seven dollars (\$2,222,447). The foregoing amount represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.

**NINTH AMENDMENT TO AGREEMENT
C-122515**

§302 *Advance Payment*

No changes to existing agreement.

§303 *Modification*

No changes to existing agreement.

§304. *Allowable and Unallowable Costs*

No changes to existing agreement.

§305 *Withheld Payments*

No changes to existing agreement.

§306 *Reversion of Assets*

No changes to existing agreement.

IV.

STANDARD PROVISIONS

§401 *Construction of Provisions and Titles Herein*

No changes to existing agreement.

§402 *Applicable Law, Interpretation and Enforcement*

No changes to existing agreement.

§403 *Integrated Agreement*

No changes to existing agreement.

§404 *Excusable Delays*

No changes to existing agreement.

§405 *Breach*

No changes to existing agreement.

§406 *Prohibition Against Assignment or Delegation*

No changes to existing agreement.

§407 *Permits*

No changes to existing agreement.

§408 *Nondiscrimination and Affirmative Action*

No changes to existing agreement.

§409 *Claims for Labor and Materials*

No changes to existing agreement.

§410 *Los Angeles City Business Tax Registration Certificate*

No changes to existing agreement.

§411 *Indemnification*

No changes to existing agreement.

**NINTH AMENDMENT TO AGREEMENT
C-122515**

§412 Insurance

No changes to existing agreement.

§413 Conflict of Interest

No changes to existing agreement.

§414 Compliance with State and Federal Statutes and Regulations

No changes to existing agreement.

§415 Federal, State and Local Taxes

No changes to existing agreement.

§416 Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

No changes to existing agreement.

§417 Earned Income Tax Credit

No changes to existing agreement.

§418 Equal Benefits Ordinance

No changes to existing agreement.

§419 Contractor Responsibility Ordinance

No changes to existing agreement.

§420 Slavery Disclosure Ordinance

No changes to existing agreement.

§421 Child support Assignment Orders

No changes to existing agreement.

§422 Security Clearance of Staff and Volunteers

No changes to existing agreement.

V.

DEFAULTS, SUSPENSION, TERMINATION, AMENDMENTS

§501 Defaults

No changes to existing agreement.

§502 Suspension

No changes to existing agreement.

§503 Termination

No changes to existing agreement.

§504 Notices of Suspension or Termination

No changes to existing agreement.

§505 Amendments

No changes to existing agreement.

NINTH AMENDMENT TO AGREEMENT
C-122515

VI.
ENTIRE AGREEMENT

§601 Complete Agreement

- A. This Ninth Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602 Number of Pages and Attachments

- A. This Ninth Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Ninth Amendment to the Agreement includes eight (8) pages which constitutes the entire understanding and agreement of the parties.

NINTH AMENDMENT TO AGREEMENT
C-122515

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

By: 

Kevin James, President
Board of Public Works

Date: 7-27-16

WEST VALLEY ALLIANCE
A California non-profit agency

By: 

Daniel Ruiz, CEO/President

Date: 7/27/16

Approved as to form:

MICHAEL N. FEUER, City Attorney

By: 

EDWARD M. JORDAN
Assistant City Attorney

Date: 7/25/16

ATTEST:

HOLLY WOLCOTT, City Clerk

By: 

Deputy City Clerk

Date: 7-28-16



City Tax Registration Certificate Number: 0000996903-0001-6

Internal Revenue Service Identification Number: 95-4726917

Contract Number: C-122515-9