

CONTRACT SUMMARY SHEET

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

DATE: 03/23/2018

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works

CONTACT PERSON: Kosta Kaporis PHONE: 213-485-0586

CONTRACT NO.: C-124362 COUNCIL FILE NO.: 13-0736

ADOPTED BY COUNCIL: June 25, 2013

DATE

APPROVED BY BPW:

DATE

NEW CONTRACT _____
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT 1

CONTRACTOR NAME: The Trust for Public Land

TERM OF CONTRACT: July 1, 2013 THROUGH: June 30, 2018

TOTAL AMOUNT: \$ 1,602,642

PURPOSE OF CONTRACT:

Extending the terms of contract for the work being done.

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
between
CITY OF LOS ANGELES
and
THE TRUST FOR PUBLIC LAND
for the
AVALON GREEN ALLEY SOUTH, LOW IMPACT DEVELOPMENT DEMONSTRATION
PROJECT

This Memorandum of Understanding ("Agreement"), made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of the City Council and Mayor, hereinafter referred to as "City," and The Trust for Public Land, a non-profit organization in the State of California, hereinafter referred to as "TPL," is set forth as follows:

WITNESSETH

WHEREAS, the City and TPL recognize the need to improve water quality in the Los Angeles region, provide resilient water supplies by recharging aquifers, reduce flooding impacts, protect compatible beneficial uses, and improve neighborhood quality of life; and

WHEREAS, the City will provide funding in the amount not to exceed \$1,424,130 to TPL for implementing the Avalon Green Alley South, Low Impact Development Demonstration Project ("Project"), including substantial public outreach in the project area in the 9th Council District; and

WHEREAS, TPL was selected for the Project due to expertise and resources in designing and implementing projects for the long-term stewardship of public spaces. The Project will build on the past and current efforts of the City and TPL on the Eco Alley Walk project, now known as the Avalon Green Alley Network Demonstration project (Network Project), which consists of improvements to public alleys which would provide park-like amenities, potentially including elements such as a linear walking and jogging path, exercise stations, display cases for nearby schools, public art and gateways, educational kiosks on ecology issues, and water reclamation and treatment elements; and

WHEREAS, the Board of Commissioners of the Community Redevelopment Agency of the City of Los Angeles (CRA/LA) on July 2, 2009 and the City Council on October 21, 2009 (Council File No. 09-1711) approved a sole-source contract in the amount of \$275,000 to TPL to prepare an initial feasibility study and to provide outreach design development services for the Eco Alley Walk project, now known as the Avalon Green Alley Network Demonstration project; and

WHEREAS, the CRA/LA and TPL executed Contract No. 503461 on May 17, 2010 to provide funding to TPL in the amount up to \$275,000 to perform the needed services for the Eco Alley Walk project (the "Eco Alley Contract"), now known as the Avalon Green Alley Network Demonstration project; and

WHEREAS, the City, with the assistance of TPL, prepared a grant application for the Proposition 84 Stormwater Grant Program (Proposition 84 Grant) in the amount of \$891,344 for

the Project; and

WHEREAS, the City was awarded a Proposition 84 Grant in the amount of \$891,344 (Grant Agreement No. 12-456-550) for the Project; and

WHEREAS, the City Council adopted a resolution and motion (Council File No. 13-0736) on June 25, 2013:

- authorizing the Director of the Bureau of Sanitation (LA Sanitation) or designee to accept Proposition 84 Grant funds in the amount of \$891,344 from the State Water Resources Control Board; and
- authorizing the Director of LA Sanitation, or designee, to execute a Memorandum of Understanding with TPL relative to the implementation of the Project for the Proposition 84 Grant; and
- authorizing total appropriations up to \$1,602,642 of Proposition O Clean Water Bond funds for the Project, with the understanding that the net cost to Proposition O funds will be limited to \$711,298; and

WHEREAS, the City will provide up to \$1,424,130 (\$812,598 from Proposition 84 Grant; \$611,532 from Proposition O); and

WHEREAS, the goal of the Project is to support larger citywide efforts such as the implementation of the Integrated Resources Plan, the Water Quality Compliance Master Plan, the Water Quality Watershed Management Plans, the Stormwater Capture Master Plan, and the Mayor's goal for making Los Angeles a more sustainable city; and

WHEREAS, LA Sanitation will be the program manager for the City and lead liaison with TPL;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 – PUBLIC BENEFIT

Through this partnership, the City and TPL can make a significant improvement in the quality of life for the residents of the neighborhood by implementing a project that will also serve as a template for future neighborhood retrofits throughout the Los Angeles region. Much-needed improvements to City infrastructure can be realized to benefit the quality of receiving waters, augment water supply, and increase open space and amenities for the community.

ARTICLE 2 – PROJECT DESCRIPTION AND SCOPE OF WORK

The Project is a joint partnership between LA Sanitation, The Trust for Public Land, Council for Watershed Health, the Coalition for Responsible Community Development, and the Los Angeles Conservation Corps to develop low-impact development (LID) design interventions for stormwater infiltration in South Los Angeles. The Project will take place in a 15,100-square-foot public alley right-of-way in a high-density, 5.2-acre neighborhood block. The total tributary area for the Project is approximately 5.3 acres, consisting of the subject alley, private high-density residential properties, and a grocery store roof and parking lot. The alley is bordered primarily by residential units and is adjacent to a “Food for Less” grocery store and parking lot. The east-west branch of the alley is 15 feet wide and 805 feet long. The alley turns south at the western

terminus, where a 20-foot-wide by 140-foot-long branch runs adjacent to the grocery store and asphalt parking lot.

The Project proposes the installation of three stormwater best management practices (BMPs) in the subject alley to capture, infiltrate, and retain stormwater runoff from this 5.3-acre tributary area: permeable pavers, dry wells, and rainwater harvesting for plant irrigation. The proposed BMPs have been chosen based on site and watershed evaluations that included an assessment of pre-development drainage patterns, discharge locations, and existing features of the site. All three BMPs mimic a natural system by slowing stormwater velocities, capturing the water before it flows off-site, and reintroducing it into the groundwater. The proposed BMPs will reduce pressure on the existing storm drain system and contribute to the reduction of pollutant loading into the Los Angeles River.

As stipulated in the grant agreement, the requirements of Grant Agreement No. 12-456-550 are hereby incorporated into this Memorandum of Understanding.

Scope of Work

The following five (5) tasks will be completed by TPL as described in Exhibit B – Work Plan for the Avalon Green Alley South, Low Impact Development Demonstration Project:

- Task 1: Conduct activities associated with grant administration and reporting
- Task 2: Finalize design drawings and prepare to construct alley improvements
- Task 3: Construct alley improvements
- Task 4: Conduct monitoring and performance evaluation activities
- Task 5: Conduct a range of outreach and education activities to generate project interest and an understanding of local connection to regional water quality

ARTICLE 3 – CHANGES IN THE SCOPE OF WORK

Changes in the scope of work under this Agreement will be made by written mutual consent and are subject to approval by the Director of LA Sanitation, or designee, and the Western Division Director of TPL, or designee. Minor changes, such as schedules, quantities, and product supplied, may also be made by written mutual consent between the appointed representatives of the parties to this Agreement.

ARTICLE 4 – IMPLEMENTATION

The Project will fulfill the requirements of the Grant Agreement (Exhibit A), which was executed between the State Water Resources Control Board and LA Sanitation on August 3, 2013. The five tasks of the Project and the approximate corresponding start/end dates are:

- Task 1: Conduct activities associated with grant administration and reporting
July 2013 – April 2016

- Task 2: Finalize design drawings and prepare to construct alley improvements
July 2013 – August 2014
- Task 3: Construct alley improvements (includes bid and award process)
September 2014 – February 2015
- Task 4: Conduct monitoring and performance evaluation activities
On going until 2016
- Task 5: Conduct a range of outreach and education activities to generate project interest and an understanding of local connection to regional water quality
On going until 2016

ARTICLE 5 – FUNDING

The funding sources for the Project and the estimated funding allocations are summarized in the table below:

| FUNDING SOURCE | FUNDING AMOUNT | FUNDS TO CITY | FUNDS TO TPL |
|--------------------------|--------------------|------------------|--------------------|
| Proposition 84 | \$891,344 | \$78,746 | \$812,598 |
| Proposition O (net cost) | \$711,298 | \$99,765 | \$611,532 |
| Subtotals | \$1,602,642 | \$178,511 | \$1,424,130 |
| Total | \$1,602,642 | | |

In no event shall the compensation and reimbursement for incurred expenses to be paid to TPL under this Agreement exceed the maximum sum of ONE MILLION, FOUR HUNDRED TWENTY FOUR THOUSAND, ONE HUNDRED AND THIRTY DOLLARS (\$1,424,130), unless otherwise provided by written amendment hereto.

ARTICLE 6 – RESPONSIBILITIES/TASKS TO BE PERFORMED BY THE CITY

1. Provide administration and oversight associated with the Proposition 84 Grant.
2. Support the public outreach efforts for this Project.
3. Participate in design and Project development meetings and approve the final Project.
4. Provide review of all submittals and requests within 45 days upon receipt.
5. Facilitate and provide construction materials testing and inspection of the Project by the City of Los Angeles' Department of Public Works, Bureau of Contract Administration.
6. Facilitate and provide the Labor Compliance Program in conjunction with City of Los Angeles' Department of Public Works Labor Compliance Program as required by the Proposition 84 Grant.

ARTICLE 7 – RESPONSIBILITIES/TASKS TO BE PERFORMED BY TPL

MODIFY THIS ARTICLE AS FOLLOWS IN (4):

1. Perform project management during the design phases of the Project and adhere to all of the terms and conditions in the Grant Agreement related to these tasks.
2. Conduct public outreach, develop documents, and retain contracts as listed in Exhibit B; develop final designs and plans; and obtain feedback on the Project from City departments.
3. Finalize the Project following approval from LA Sanitation.
4. 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, TPL shall defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by 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 TPL'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 a negligent and/or reckless act, error, omission, or willful misconduct by TPL, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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 Agreement. This provision will survive expiration or termination of this Agreement.
5. Be solely responsible for any contracts entered into or other obligations or liabilities incurred by TPL in connection with the Project or otherwise relating to this Agreement, for which the City shall have no obligation or liability whatsoever hereunder or with respect thereto.
6. Provide the City with detailed quarterly status reports and invoices regarding the work completed to date.
7. Accept the transfers of funds from the City and perform the work necessary to adequately and timely complete the Project consistent with the scope of work described in the Grant Agreement. The City shall not release funds until the City has approved the work and is satisfied with the documentation included in the invoices.
8. Retain all records and supporting documentation pertaining to the performance of the Agreement for at least four (4) years after the completion of the Project. Allow the City and State auditors access to such records during normal business hours and allow interviews of any employee who might reasonably have information related to the records.

9. Upon completion of the Project, TPL shall submit to the City copies of all project plans, specifications, as-built drawings, and other documents created by TPL in connection with the Agreement.

ARTICLE 8 – INVOICING AND PAYMENT

1. Compensation: City shall compensate TPL on a deliverables basis, at the sole discretion of the City. If the City specifies the compensation as being on a deliverables basis, payment shall be initiated upon the satisfactory completion of the tasks outlined below and reasonable in the performance of services under this contract, as described in the exhibits :

Tasks – As shown in Exhibits B and C

Task 1: Conduct activities associated with grant administration and reporting

Task 2: Finalize design drawings and prepare to construct alley improvements

Task 3: Construct alley improvements

Task 4: Conduct monitoring and performance evaluation activities

Task 5: Conduct a range of outreach and education activities to generate project interest and an understanding of local connection to regional water quality

2. Invoicing and Payment: TPL is responsible for the preparation of complete and accurate invoices. Invoices shall be prepared in such form and supported by copies of third party invoices and supporting documents as required by the City to establish the amount of such invoices being allowable. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of TPL. Invoices shall contain the following information:
 1. The amount due for services performed for the billing period pursuant to the terms of the Agreement
 2. Contract Number
 3. Invoice Date and Billing Period
 4. TPL's Los Angeles Business Tax Registration Certificate (BTRC) Number (002461342-001-3)
 5. A description of the services performed related to the associated charges
 6. Itemization of charges including classifications, hourly rates, number of labor hours per classification and incurred expenses, if any
 7. Dollar amount remaining in the Agreement
3. Supporting Documentation: Original supporting documentation is preferred; however, photocopies of supporting documentation, if marked as "original," and signed and dated by an authorized TPL representative, will be acceptable.
4. Invoice Submittal: TPL shall submit all invoices to:

Shahram Kharaghani, Program Manager
Watershed Protection Division
Los Angeles Bureau of Sanitation
1149 S. Broadway, 10th floor, MS 1149/756
Los Angeles, CA 90015-2213
Phone: (213) 485-0587
Attention: Wing Tam, Assistant Division Manager

In order to ensure prompt processing, indicate clearly on the outside of the envelope that the envelope contains invoices for Avalon Green Alley South, Low Impact Development Demonstration Project.

5. Invoice Submittal Deadline: The City shall not be responsible for payments of invoices or supplemental invoices submitted to the City more than one year after the date of completion of service.
6. Invoice Approval and Processing: Payments shall be made upon the submission of complete and accurate invoices. The City shall review TPL's invoices and notify TPL in writing of exceptions within fifteen (15) days of receipt. If an invoice is not properly submitted, then a new 15-day review period will begin upon the City's receipt of a corrected invoice. Once approved by the City, the City will make a good faith effort to process the payment within 30 days. No expedition of payment or explanation of payment progress shall be made within the 30-day processing period. To expedite the approval process, TPL is encouraged to submit draft invoices for review before submitting a final invoice. City liability under this Agreement shall only be to the extent of the present appropriation to fund the Agreement. No action, statement, or omission of any officer, agent, or employee of the City shall impose any obligation upon the City, such officer, agent, or employee, except to the extent the City has appropriated funds and otherwise in accordance with the terms of this Agreement. TPL and the City agree that no indebtedness for work performed, which results in costs under this Agreement, shall arise against the City until and unless there is an appropriation of funds to pay for such work. However, if the City appropriates funds for any successive fiscal years, the City's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Agreement. TPL acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the California 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.
7. Late Charges: The City does not pay any late charges, penalties, or interest on outstanding invoices. The City is not responsible for the payment of any interest, late charges, or penalties incurred by TPL from any subcontractor or supplier for any items provided under the Agreement.
8. Disputes: In the event that a dispute arises over an invoice, the City shall pay any undisputed portion of the amount due within the time period required for such payment,

and any required payment of the disputed amount in accordance with existing City practices.

9. Past Expenses: Costs incurred by TPL prior to the actual date of full execution of this Agreement shall only be payable to TPL if said costs were incurred in completing tasks specifically authorized by this Agreement, and said costs are reviewed and approved by the City, and said approval for payment occurs after this Agreement is fully executed. Notwithstanding the foregoing, tasks which were completed pursuant to contract(s) which pre-dated this Agreement (e.g., the Eco Alley Contract) shall be paid in accordance with those prior contracts.

ARTICLE 9 – INDEPENDENT CONTRACTOR

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

ARTICLE 10 – TERM OF AGREEMENT

MODIFY THIS ARTICLE AS FOLLOWS:

The term of this Agreement shall commence on July 1, 2013 and shall continue through June 30, 2018, until terminated by either party, or as amended by mutual consent.

ARTICLE 11 – CHANGES OR MODIFICATIONS

Changes or modifications to the terms of this Agreement will be made by amendment and subject to approval of the Director of LA Sanitation, or designee, and the Western District Director of TPL, or designee.

ARTICLE 12 – FORCE MAJEURE

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.

ARTICLE 13 – NON-WAIVER

None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. An omission or failure of either Party to demand or enforce strict performance of provisions of this Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.

ARTICLE 14 – SEVERABILITY

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

ARTICLE 15 – DISPUTES

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, the parties may elect to submit such to representatives of LA Sanitation and TPL or to a court of competent jurisdiction for resolution.

ARTICLE 16 – OWNERSHIP OF DATA

Unless otherwise provided for herein, all work products originated and prepared by TPL or its subconsultants of any tier under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Work products are all works, tangible or not, created under this Agreement 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. TPL hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any work products originated and prepared by the TPL under this Agreement. TPL further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. The provisions of this paragraph shall survive expiration or termination of this Agreement.

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

ARTICLE 17 – GOVERNING LAW

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 and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this Agreement must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. TPL shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. If any part, term or provision of this Agreement is 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.

ARTICLE 18 – TRANSFER OF INTEREST

Neither party shall assign or transfer this Agreement in whole or in part without prior written consent of the other party. The consent to assign or transfer shall not be unreasonably withheld.

ARTICLE 19 – EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Agreement 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 Agreement, TPL agrees and represents that it will provide equal employment practices and TPL and each subcontractor thereunder 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. TPL 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. TPL will, in all solicitations or advertisements for employees placed by or on behalf of TPL, 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, TPL 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. TPL 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 TPL shall provide evidence that he or she has or will comply therewith.
- E. The failure of TPL to comply with the Equal Employment Practices provisions of this Agreement 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 have been given to TPL.

- F. Upon a finding duly made that TPL has failed to comply with the Equal Employment Practices provisions of a City contract, the Agreement 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 TPL 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, TPL shall be disqualified from being awarded a contract with the City for a period of two years, or until TPL shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, TPL shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. 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.
- K. Any subcontract entered into by TPL, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of TPL to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject TPL to the imposition of any and all sanctions allowed by law, including but not limited to termination of TPL's Agreement with the City.

ARTICLE 20 - AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Agreement 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, TPL certifies and represents that TPL 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. TPL shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. TPL will, in all solicitations or advertisements for employees placed by or on behalf of TPL, 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, TPL shall certify on an electronic or hard copy form to be supplied, that TPL 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. TPL 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 TPL 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 TPL.
- F. Upon a finding duly made that Agreement has breached the Affirmative Action Program provisions of a City contract, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said TPL 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 TPL 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 TPL has been guilty of 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 TPL 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. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. TPL 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 Agreement. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action 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, TPL 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, TPL must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Agreement 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. TPL 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.
- K. 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 TPL.
- L. 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.
- M. 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.
- N. 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.
- O. TPL subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of TPL to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject TPL to the imposition of any and all sanctions allowed by law, including but not limited to termination of TPL Agreement with the City.

ARTICLE 21 – CHILD SUPPORT ASSIGNMENT ORDERS

This Agreement 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, TPL will fully comply with all applicable State and

Federal employment reporting requirements for TPL's employees. TPL shall also certify (1) that the Principal Owner(s) of TPL are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that TPL 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 TPL will maintain such compliance throughout the term of this Agreement.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of TPL 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 TPL to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by TPL under this Agreement, subjecting this Agreement to termination if such default shall continue for more than ninety (90) days after notice of such default to TPL by the City.

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

TPL 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.

ARTICLE 22 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement 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. TPL 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 benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. TPL further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. TPL 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. TPL shall receive and retain on file the executed pledges from each such subcontractor within ninety (90) days of the execution of the Subcontract. TPL's evidence of executed pledges from each such subcontractor shall fully discharge the obligation of TPL to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. TPL, 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. TPL shall post the Notice of Prohibition against Retaliation provided by the City.
 4. Any Subcontract entered into by TPL relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. TPL 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 Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the City determines that the subject TPL has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that TPL 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 TPL in accordance with the following procedures. Impoundment shall mean that from monies due TPL, the City may deduct the amount determined to be due and owing by TPL to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether TPL is to continue work following an impoundment shall remain in the sole discretion of the City. TPL 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. The Agreement shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). TPL shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from TPL.

ARTICLE 23 – AMERICANS WITH DISABILITIES ACT

TPL hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. TPL 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. TPL 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 TPL, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 24 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Agreement 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 Agreement, TPL certifies and represents that TPL will comply with the EBO.
- B. The failure of TPL to comply with the EBO will be deemed to be a material breach of this Agreement by the City.
- C. If TPL fails to comply with the EBO, the City may cancel, terminate or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement 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 TPL 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 TPL has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement. Violation of this provision may be used as evidence against TPL in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

TPL 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, TPL 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) 847-2625.”

ARTICLE 25 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this Agreement, the City will conduct an evaluation of TPL's performance. The City may also conduct evaluations of TPL's performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed the timeliness of performance, financial issues, and the expertise of personnel that TPL assigns to the Agreement. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from TPL, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 26 – MUNICIPAL LOBBYING ORDINANCE

TPL shall submit a certification, on a form prescribed by the City Ethics Commission, that TPL acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if TPL qualifies as a lobbying

entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 27 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

TPL, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c) (12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, TPL is required to provide and update certain information to the City as specified by law. TPL subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies include fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

ARTICLE 28 – TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement for any reason in whole or in part by giving the other party, 30 calendar day's written notice by certified mail with return receipt requested.

In the event of termination by either party prior to the completion date, the parties agree to take all reasonable measures to prevent further costs under this Agreement. All parties shall be responsible for any reasonable and non-cancelable obligation incurred in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that TPL terminates this Agreement during the Term of Agreement as defined above, or fails to complete the Project as described in the Scope of Work, TPL shall be liable for repayment to City of all amounts paid by City under this Agreement. City may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

ARTICLE 29 – ENTIRE AGREEMENT

This Agreement contains all of the representation and understandings of the parties here to and supersedes and/or incorporates any previous understandings proposals, or commitments, whether oral or written, and may be modified or amended only as herein before provided.

ARTICLE 30 – REPRESENTATIVES FOR THE PARTIES

All notices shall be made in writing and may be given by mail or by personal delivery. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

FOR THE LOS ANGELES BUREAU OF SANITATION:

Shahram Kharaghani, Program Manager
Watershed Protection Division
Los Angeles Bureau of Sanitation
1149 S. Broadway, 10th Floor, MS 1149/756
Los Angeles, CA 90015-2213
Phone: (213) 485-0587
Attention: Wing Tam, Assistant Division Manager

FOR THE TRUST FOR PUBLIC LAND:

Tori Kjer, Project Manager
135 W. Green Street – Suite 200
Pasadena, CA 91105
Phone: (213) 223-0441, ext. 11

ARTICLE 31– STANDARD PROVISIONS FOR CITY CONTRACTS

ADD THIS ARTICLE AS FOLLOWS:

Excluding PSC-18, TPL agrees to comply with the provisions outlined in the City’s “Standard Provisions for City Contracts” (Rev. 10/17), which are incorporated herein by reference and attached hereto as Exhibit D. TPL is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or exhibits, the inconsistency shall be resolved by giving precedence in the following order:

1. Standard Provisions for City Personal Services Contracts;
2. Paragraphs set forth in this Agreement.

EXHIBITS:

EXHIBIT A – Grant Agreement

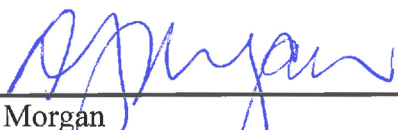
EXHIBIT B – Work Plan for Avalon Green Alley South, Low Impact Development Demonstration Project

EXHIBIT C – Budget for Avalon Green Alley South, Low Impact Development Demonstration Project

EXHIBIT D – Standard Provisions for City Contracts

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the dates indicated below:

THE TRUST FOR PUBLIC LAND



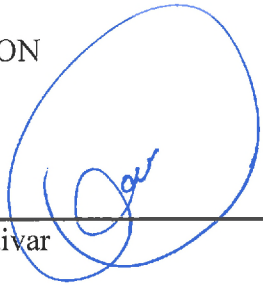
Ann Morgan
Western Division Director

2-21-18

Date

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the dates indicated below:

LA SANITATION



Enrique C. Zaldivar
Director

2/23/18

Date

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

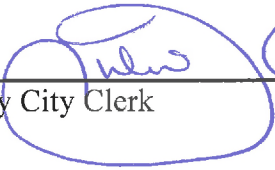


Adena M. Hopenstand
Deputy City Attorney

2/15/18

Date

ATTEST:
Holly L. Wolcott, City Clerk



Deputy City Clerk



3-29-18

Date

C-124342-1

EXHIBIT A – Grant Agreement

PROPOSITION 84 STORMWATER GRANT PROGRAM
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS, hereinafter called "Grantee"

AVALON GREEN ALLEY SOUTH, LOW IMPACT DEVELOPMENT DEMONSTRATION PROJECT,
hereinafter called "Project"

AGREEMENT NO. 12-456-550
AMENDMENT 1

This Grant Agreement approved by the State Water Board on September 3, 2013, is hereby amended on February 17, 2016, to revise the work completion and term end dates and Exhibits A, B, C, and D (deletions shown as stricken and revisions underlined). Except as noted herein all other terms and conditions shall remain the same.

The State and Grantee hereby agree as follows:

PROVISION(S). The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Pub. Resources Code, § 75050(m) (Prop. 84 Stormwater Contamination Reduction and Prevention)

PURPOSE. The State shall provide a grant to and for the benefit of Grantee for the purpose of installing three (3) stormwater best management practices (BMPs) for stormwater runoff infiltration and detention, consisting of permeable pavement, dry wells, and rainwater harvesting facilities in a public alley which drains directly into the Los Angeles River. The Project will serve as a demonstration for a neighborhood-wide Avalon Green Alley Network which will provide for integrated stormwater management, pedestrian connectivity, and watershed resource education.

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$891,344.

TERM OF AGREEMENT. The term of the Agreement shall begin on JULY 1, 2013 and continue through final payment plus thirty-five (35) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY ~~MARCH~~ AUGUST 31, 2016. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER ~~APRIL~~ SEPTEMBER 30, 2016.**

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

| | |
|--|--|
| State Water Board | Grantee: City of Los Angeles, Department of Public Works |
| Name: Danielle Siebal Brandon Davison, Grant Manager | Name: Wing Tam, Project Director |
| Address: 1001 I Street, 16 th Floor | Address: 1149 South Broadway, 10 th Floor |
| City, Zip: Sacramento, CA 95814 | City, Zip: Los Angeles, CA 90015 |
| Phone: (916) 341-6658/5717 | Phone: (213) 485-3985 |
| Fax: (916) 341-5707 | Fax: (213) 485-3939 |
| e-mail: dsiebal@waterboards.ca.gov Brandon.Davison@waterboards.ca.gov | e-mail: wing.tam@lacity.org |

Direct all inquiries to:

| | |
|---|--|
| State Water Board | Grantee: City of Los Angeles, Department of Public Works |
| Section: Division of Financial Assistance | Section: Bureau of Sanitation-Watershed Protection Division |
| Attention: Carolyn Saputo, Program Analyst | Name: Steven Nikaide Seth Carr, Grant Contact |
| Address: 1001 I Street, 17 th Floor | Address: 1149 South Broadway, 10 th Floor |
| City, Zip: Sacramento, CA 95814 | City, Zip: Los Angeles, CA 90015 |
| Phone: (916) 341-5784 | Phone: (213) 485-0578 |
| Fax: (916) 341-5296 | Fax: (213) 485-3939 |
| e-mail: esaputo@waterboards.ca.gov Carolyn.Saputo@waterboards.ca.gov | e-mail: steven.nikaide@lacity.org |

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS & CONDITIONS
- Exhibit D SPECIAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

Grantee Signature

Enrique C. Zaldivar

Grantee Typed/Printed Name

Director

Title

Date

4/5/16

By:

Elizabeth L. Haven
Darrin Pothenus, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

Date

4/7/16

Reviewed by:
Office of Chief Counsel
Date:

EXHIBIT A
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State Water Board and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, GPS information for project site and monitoring locations must be identified for this Project. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
2. The Grantee shall prepare and submit a Monitoring and Reporting Plan (MRP) that does all of the following: 1) identifies the nonpoint source(s) of pollution to be prevented or reduced by the Project; 2) describes the baseline water quality or quality of the environment to be addressed; 3) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results; and 4) describes the monitoring program, including, but not limited to, the methodology, frequency, and duration of monitoring.

The MRP shall be organized as follows, and may be submitted as separate documents or in one report.

2.1 Project Assessment and Evaluation

Project Assessment and Evaluation Plan (PAEP) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results. PAEP details the methods of measuring Project benefits and reporting them in accordance with a PAEP. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. Guidance for preparing the PAEP is available at http://www.waterboards.ca.gov/water_issues/programs/grants_loans/paep/index.shtml.

2.2 Monitoring Plan

All projects that include water quality or environmental monitoring must prepare a Monitoring Plan (MP). At a minimum, all MPs must: 1) describe the baseline water quality or quality of the environment to be addressed; 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project; and 3) provide GPS information for all sampling locations.

The MP must include a description of the monitoring program and objectives, types of constituents to be monitored, methodology, the frequency and duration of monitoring, and the sampling location for the monitoring activities.

Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation. Guidance for preparing an MP is available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans.

2.3 Quality Assurance and Project Plan

If water quality monitoring is undertaken, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the State Water Board's Quality Assurance Officer for review and a decision regarding approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml.

The Grantee shall upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

2.4 Data Management

The Grantee shall upload all water quality data obtained through its implementation of the MP to the California Environmental Data Exchange Network (CEDEN). The Grantee shall also provide a receipt of successful data submission, which is generated by CEDEN, to the Grant Manager prior to submitting a final invoice. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or the Regional Data Centers (RDCs) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Activities supported by grant funds are projects under the California Environmental Quality Act (CEQA) and must comply with CEQA requirements. Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
4. If public agency approvals, entitlements, or permits are required, such approvals, entitlements or permits must be obtained and signed copies submitted to the Grant Manager before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project.
5. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the State Water Board color logo (available from the Program Analyst):



and the following disclosure statement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

6. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this work item. (Gov. Code, § 7550) Item 5 of this exhibit.

B. PROJECT-SPECIFIC REQUIREMENTS

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct pre-, during, and post-construction photo monitoring and submit with the Quarterly Progress Reports.
- 1.4 Conduct periodic and final site visits with the Grant Manager.

2. Planning, Design, Engineering, and Environmental Review

- 2.1 Prepare preliminary design plans and specifications for alley renovations, including but not limited to permeable pavers and dry wells and submit to the Grant Manager.
- 2.2 Prepare and submit the one hundred percent (100%) design plans and specifications for the Project to the Grant Manager.
- 2.3 Complete the bid documents and advertise the Project for bid. Submit the advertised bid documents to the Grant Manager.

3. Construction and Implementation

- 3.1 Award the construction contract and submit the awarded bid documents to the Grant Manager.
- 3.2 Complete construction activities in accordance with design plans and specifications.
- 3.3 Submit as-built drawings to the Grant Manager.
- 3.4 Prepare and submit an Operations and Maintenance Plan to the Grant Manager for review and approval.

4. Monitoring and Performance

- 4.1 Conduct pre-construction monitoring for flow and water quality parameters, including photo documentation of existing pre-construction site conditions, in accordance with the approved MP. Submit the baseline monitoring data, photo documentation, and analysis to the Grant Manager.
- 4.2 Conduct post-construction monitoring for flow and water quality parameters for a minimum of three (3) storm events and a minimum of one (1) dry season in accordance with the approved MP, and analyze post-construction site conditions and improvements using photo documentation. Submit the monitoring data, photo documentation, and analysis in the Final Project Report.

5. Education and Outreach

- 5.1 Develop an information sheet describing the Project benefits and distribute at community meetings or via mail to residents, businesses, and stakeholders adjacent to the Project. Submit a copy of the information sheet to the Grant Manager.

- 5.2 Host a minimum of one (1) tree-planting/care event to educate residents about long-term maintenance of trees, stormwater, and the Project. Notify the public of the event(s) in advance and submit a copy of the public notice(s) to the Grant Manager.
- 5.3 Host a minimum of one (1) community information meeting during construction activities and submit a copy of the public notice(s) to the Grant Manager.
- 5.4 Install two (2) permanent educational signs in the alley describing the Project benefits. Submit photos of the educational signs to the Grant Manager.
- 5.5 Plan and implement one (1) alley grand-opening event and submit a copy of the announcement to the Grant Manager fifteen (15) days prior to the event.
- 5.6 Hold a minimum of two (2) public tours of the Project site after construction for local leaders, stormwater advocates, and community members. Submit the sign-in sheets of attendees and all meeting materials to the Grant Manager.
- 5.7 Conduct a post-construction survey with residents to get input on the Project improvements and prepare a comprehensive Final Evaluation Report to include education and outreach activities, and survey results and analysis. Submit the Final Evaluation Report to the Grant Manager.

TABLE OF ITEMS FOR REVIEW

| ITEM | DESCRIPTION | CRITICAL DUE DATE | ESTIMATED DUE DATE |
|---|---|-----------------------------|-------------------------------|
| EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE | | | |
| A. | PLANS AND GENERAL COMPLIANCE REQUIREMENTS | | |
| 1. | GPS Information for Project Site and Monitoring Locations | Prior to First Disbursement | |
| 2. | Monitoring and Reporting Plan | | |
| 2.1 | Project Assessment and Evaluation Plan (PAEP) | <u>Day 30 Complete</u> | |
| 2.2 | Monitoring Plan (MP) | <u>Day 90 Complete</u> | |
| 2.3 | Quality Assurance Project Plan (QAPP) | <u>Day 90 Complete</u> | |
| 2.4 | Proof of Water Quality Data Submission to CEDEN | Before Final Invoice | |
| 3. | Copy of Final CEQA/NEPA Documentation | <u>Day 90 Complete</u> | |
| 4. | Public Agency Approvals, Entitlements, or Permits | | As Needed |
| B. | PROJECT-SPECIFIC REQUIREMENTS | | |
| 1. | Project Management | | |
| 1.2 | Notification of Upcoming Meetings, Workshops, and Trainings | | Ongoing |
| 1.3 | Pre-, During, and Post-Construction Photos | | Quarterly |
| 1.4 | Periodic and Final Site Visits | | Ongoing |
| 2. | Planning, Design, Engineering, and Environmental Review | | |
| 2.1 | Preliminary Design Plans and Specifications | | <u>October 2013 Complete</u> |
| 2.2 | 100% Design Plans and Specifications | <u>12/31/2013 Complete</u> | |
| 2.3 | Advertised Bid Documents | | <u>December 2013 Complete</u> |
| 3. | Construction and Implementation | | |
| 3.1 | Awarded Bid Documents | | <u>January 2014 Complete</u> |
| 3.3 | As-Built Drawings | <u>2/28/2015 Complete</u> | |
| 3.4 | Operations and Maintenance Plan | | <u>November 2015 Complete</u> |
| 4. | Monitoring and Performance | | |

| ITEM | DESCRIPTION | CRITICAL DUE DATE | ESTIMATED DUE DATE |
|--|---|---|---|
| EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE | | | |
| 4.1 | Baseline Monitoring Data, Photo Documentation, and Analysis | | November 2015 <u>May 2016</u> |
| 5. | Education and Outreach | | |
| 5.1 | Information Sheet | | October 2013 <u>Complete</u> |
| 5.2 | Tree Planting/Care Event Public Notice(s) | | June 2014 <u>Complete</u> |
| 5.3 | Community Information Public Notice(s) | | December 2014 <u>Complete</u> |
| 5.4 | Photos of the Educational Signs | | February 2015 <u>Complete</u> |
| 5.5 | Grand Opening Event Announcement | | 15 Days Prior to Event |
| 5.6 | Sign-In Sheets and Meeting Materials | | October 2015 <u>Complete</u> |
| 5.7 | Final Evaluation Report | | October 2015 <u>May 2016</u> |
| EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS | | | |
| A. | INVOICING | | Quarterly |
| G. | REPORTS | | |
| 1. | Progress Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) | | Quarterly |
| 2. | Annual Progress Summaries | | Annually by 9/30 |
| 3. | Natural Resource Projects Inventory (NRPI) Survey Form (If applicable) | Before Final Invoice | |
| 4. | Draft Final Project Report | 12/31/2015 <u>6/15/2016</u> | |
| 5. | Final Project Report | 2/29/2016 <u>7/31/2016</u> | |
| 6. | Final Project Summary | Before Final Invoice | |
| 7. | Final Project Inspection and Certification | Before Final Invoice | |

EXHIBIT B
INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

~~Daniella Siebal~~ Brandon Davison, Grant Manager
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95814

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support Match Funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
6. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
7. The invoice shall contain the following information:
 - a. The date of the invoice;
 - b. The time period covered by the invoice, i.e., the term "from" and "to";

- c. The total amount due; and
- d. Original signature and date (in ink) of Grantee or its authorized representative.
- e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN ~~APRIL 30, 2016~~ SEPTEMBER 30, 2017.

B. PROHIBITION OF INDIRECT COSTS

The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727)

C. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2013-2014 fiscal year ending June 30, 2014 shall not exceed EIGHT HUNDRED NINETY-ONE THOUSAND, THREE HUNDRED FORTY-FOUR DOLLARS (\$891,344).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

D. LINE ITEM BUDGET

| | PROP 84 | MATCH | TOTAL |
|---|------------|------------|--------------|
| Direct Project Administration Costs | \$ 49,421 | \$ 15,011 | \$ 64,432 |
| Planning/Design/Engineering/Environmental | \$ 30,042 | \$ 201,989 | \$ 232,031 |
| Construction/Implementation | \$ 682,881 | \$ 0 | \$ 682,881 |
| Monitoring/Performance | \$ 129,000 | \$ 0 | \$ 129,000 |
| Education/Outreach | \$ 0 | \$ 58,000 | \$ 58,000 |
| TOTAL | \$ 891,344 | \$ 275,000 | \$ 1,166,344 |

E. BUDGET LINE ITEM FLEXIBILITY

1. **Line Item Adjustment(s).** Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount (excluding Match Funds), including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
2. **Procedure to Request an Adjustment.** Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. **Remaining Balance.** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

F. MATCH FUNDS

1. The Grantee agrees to provide match funds in the amount of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) (Match Funds) for this Project. This Match Funds amount is based on Line Item Budget categories, funding sources, and amounts submitted by the Grantee in its application and during the negotiation of this Agreement. Any Match Funds line item changes or adjustments in Match Funds classifications or sources requested by Grantee must be approved, in advance and in writing, by the Grant Manager.
2. If, upon completion of the Project, the Grantee has provided match funds in an amount that is less than the Match Funds amount set forth in paragraph F.1 above, then the State Water Board may proportionately reduce the grant amount and/or Grantee's Match Funds amount, provided the reduced amount(s) satisfy statutory requirements and State Water Board Guidelines.

G. REPORTS

1. **PROGRESS REPORT.** Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager within forty-five (45) days following the end of the calendar quarter (March, June, September, and December).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. **ANNUAL PROGRESS SUMMARIES.** Prepare and provide an Annual Progress Summary annually by September 30. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FFAST system. The summary shall include the following:

- a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
 - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
 - c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.
3. **NATURAL RESOURCE PROJECTS INVENTORY (NRPI) SURVEY FORM.** If available At the completion of this Project, the Grantee shall complete and submit electronically a NRPI Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>.
 4. **DRAFT FINAL PROJECT REPORT.** Prepare and submit to the Grant Manager, for review and comment, a Draft Final Project Report in a format provided by the Grant Manager
 5. **FINAL PROJECT REPORT.** Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FAAST system.
 6. **FINAL PROJECT SUMMARY.** Prepare a brief summary of the information contained in the Final Project Report, including before and after pictures, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
 7. **FINAL PROJECT INSPECTION AND CERTIFICATION.** Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
 8. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

H. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

I. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

J. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant

funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 45 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. |
(Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C
GENERAL TERMS & CONDITIONS

1. AGRICULTURAL WATER MANAGEMENT PLAN CONSISTENCY: If the Grantee is an agricultural water supplier as defined by Water Code section 10608.12, the Grantee must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.
42. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
23. APPROVAL: The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
34. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
45. AUDIT: The Grantee agrees the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
(Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
56. BONDING: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 3247-~~9550~~et seq.; Pub. Contract Code, § 7103.)
67. CEQA/NEPA:
 - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
 - b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

78. COMPLIANCE WITH LAW, REGULATIONS, ETC.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
89. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
910. CONFLICT OF INTEREST: The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
4011. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT: The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
4112. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS: In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
4213. DATA MANAGEMENT: This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
14. DELTA PLAN CONSISTENCY FINDINGS: If Grantee is a state or local public agency and the Project is covered by the Delta Plan, the Grantee must submit certification of Project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
4315. DISPUTES: The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
4416. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

~~45~~17. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

~~46~~18. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

~~47~~19. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

~~48~~20. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.

~~49~~21. **INSPECTION:** The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.

~~20~~22. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

~~24~~23. **NONDISCRIMINATION:**

- a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.

- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.

2224. NO THIRD PARTY RIGHTS: The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

2325. NOTICE:

- a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
- b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal or California Endangered Species Acts. Should a federal or state protected species be unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Deputy Director of the Division. This notification is in addition to the Grantee's obligations under the federal or state Endangered Species Acts.
- e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
- f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
- g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

2426. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

2527. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code, § 4477) ~~www.epa.gov~~<http://echo.epa.gov>. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, the California Department of Industrial Relations (DIR), or the Grantee;
- b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2628. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the ~~Department of Industrial Relations (DIR)~~ to operate an LCP, pursuant to: ~~Public Resources Code, section 75075; Labor Code, sections 1771.3(c) and 1771.5; and, section 16423 of title 8 of the California Code of Regulations.~~ Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

2729. PROFESSIONALS: The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

2830. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:

- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;

- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
- c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
- d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
- e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,
- f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.

2931. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

3032. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

3433. STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

3234. STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable

remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.

3335. SUPPLEMENTAL ENVIRONMENTAL PROJECTS: Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.

3436. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to/from the Grantee to the date of full repayment by the Grantee.

3537. TIMELINESS: Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.

3638. TRAVEL AND PER DIEM: Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

3739. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.

40. URBAN WATER MANAGEMENT: The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.) This shall constitute a condition precedent to this Agreement.

41. URBAN WATER SUPPLIER: If the Grantee is an "urban water supplier" as defined by Water Code §10617, the Grantee must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

3842. USEFUL LIFE OF PROJECT: For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.

3943. VENUE: The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

4044. WAIVER AND RIGHTS OF THE STATE WATER BOARD: Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

4145. WATERSHED MANAGEMENT PLAN CONSISTENCY: The Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan) adopted by a Regional Water Board, where such plans exist. |

4246. WITHHOLDING OF GRANT DISBURSEMENTS: The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project. |

EXHIBIT D
SPECIAL CONDITIONS

Proposition 84 Stormwater Grant Program

1. The Grantee certifies that it is a local public agency (i.e., one of the following: a city, county, city and county, district, or a joint powers authority comprised entirely of local public agencies).
2. The Grantee certifies that this Project is intended to achieve one of the purposes set forth in Public Resources Code section 75050.2(a).
3. Notwithstanding Exhibit A, the Grantee shall submit a monitoring and reporting plan that will do all of the following:
 - a. Identify the nonpoint source or sources of pollution to be prevented or reduced by Project;
 - b. Describe the baseline water quality or quality of the environment to be addressed;
 - c. Describe the manner that Project will prevent or reduce pollution and demonstrate desired environmental results; and,
 - d. Describe the monitoring program, including, but not limited to, the methodology, and the frequency and duration of monitoring.
4. The Grantee certifies that it is providing a match in the amount of at least 20% of the total amount to be spent on this Project, unless a request for waiver or reduction of the funding match for disadvantaged communities has been granted.
5. The Grantee acknowledges that its eligibility for this Grant award is conditioned on its compliance with Water Code section 5103(e)(1), if applicable. The Grantee further certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code section 5101.
6. The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
7. The Grantee certifies that in no event will it complete this Project later than ~~March~~August 31, 2016. It acknowledges that this condition is a material condition of this Agreement.

**EXHIBIT B – Work Plan for Avalon Green Alley South,
Low Impact Development Demonstration Project**

Avalon Green Alley South: LID Demonstration Project

Description

The Avalon Green Alley South: LID Demonstration Project (Project) is a joint partnership between the Bureau of Sanitation, The Trust for Public Land, Council for Watershed Health, the Coalition for Responsible Community Development, and the Los Angeles Conservation Corps to develop low-impact development (LID) design interventions for stormwater infiltration in South Los Angeles. The Project will take place in a 15,100-square-foot public alley right-of-way in a high-density, 5.2-acre neighborhood block. The total tributary area for the Project is 3.15 acres, consisting of the subject alley (10 percent of the total area), private high-density residential property (75 percent), and a grocery store roof and parking lot (15 percent). The alley is bordered primarily by residential units and is adjacent to a large "Food for Less" grocery store and parking lot. The east-west branch of the alley is 15 feet wide and 805 feet long. The alley turns south at the western terminus, where a 20-foot-wide by 140-foot-long branch runs adjacent to the grocery store and asphalt parking lot.

The Project proposes the installation of three stormwater best management practices (BMPs) in the subject alley to capture, infiltrate, and retain stormwater runoff from this 3.15-acre tributary area: permeable pavers, dry wells, and rainwater harvesting for plant irrigation. The proposed BMPs have been chosen based on site and watershed evaluations that included an assessment of pre-development drainage patterns, discharge locations, and existing features of the site. All three BMPs mimic a natural system by slowing stormwater velocities, capturing the water before it flows off-site, and reintroducing it into the groundwater. The proposed BMPs will reduce pressure on the existing storm drain system and contribute to the reduction of pollutant loading into the Los Angeles River.

Tentative Schedule

Design: July 2013 – June 2014

Bid & Award: September 2014 – November 2014

Construction: January 2015 – June 2015

Total Estimated Project Cost

\$1,602,642 (includes estimating contingency, escalation, construction contingency and soft costs). The State Water Resources Control Board awarded Proposition 84 Stormwater Grant Program funding for this project in the amount of \$891,344.

TABLE OF ITEMS FOR REVIEW

| ITEM | DESCRIPTION | CRITICAL DUE DATE | ESTIMATED DUE DATE |
|--|---|-----------------------------|--------------------|
| EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE | | | |
| A. | PLANS AND GENERAL COMPLIANCE REQUIREMENTS | | |
| 1. | GPS Information for Project Site and Monitoring Locations | Prior to First Disbursement | |
| 2. | Monitoring and Reporting Plan | | |
| 2.1 | Project Assessment and Evaluation Plan (PAEP) | October 2013 | |
| 2.2 | Monitoring Plan (MP) | December 2013 | |
| 2.3 | Quality Assurance Project Plan (QAPP) | December 2013 | |
| 2.4 | Proof of Water Quality Data Submission to CEDEN | Before Final Invoice | |
| 3. | Copy of Final CEQA/NEPA Documentation | March 2014 | |
| 4. | Public Agency Approvals, Entitlements, or Permits | | As Needed |
| B. | PROJECT-SPECIFIC REQUIREMENTS | | |
| 1. | Project Management | | |
| 1.2 | Notification of Upcoming Meetings, Workshops, and Trainings | | Ongoing |
| 1.3 | Pre-, During, and Post-Construction Photos | | Quarterly |
| 1.4 | Periodic and Final Site Visits | | Ongoing |
| 2. | Planning, Design, Engineering, and Environmental Review | | |
| 2.1 | Preliminary Design Plans and Specifications | | January 2014 |
| 2.2 | 100% Design Plans and Specifications | February 2014 | |
| 2.3 | Advertised Bid Documents | | September 2014 |
| 3. | Construction and Implementation | | |
| 3.1 | Awarded Bid Documents | | November 2014 |

| ITEM | DESCRIPTION | CRITICAL DUE DATE | ESTIMATED DUE DATE |
|--|---|----------------------|--------------------|
| 3.3 | As-Built Drawings | February 2015 | |
| 3.4 | Operations and Maintenance Plan | | November 2015 |
| 4. | Monitoring and Performance | | |
| 4.1 | Baseline Monitoring Data, Photo Documentation, and Analysis | | November 2015 |
| 5. | Education and Outreach | | |
| 5.1 | Copy of Tree Planting/Care Event Notice(s) | | March 2015 |
| 5.2 | Information Sheet | | December 2013 |
| EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE | | | |
| 5.3 | Community Information Public Notice | | December 2014 |
| 5.4 | Photos of the Educational Signs | | June 2015 |
| 5.6 | Sign-In Sheets and Meeting Materials | | October 2015 |
| 5.8 | Final Evaluation Report | | October 2015 |
| EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS | | | |
| A. | INVOICING | | Quarterly |
| G. | REPORTS | | |
| 1. | Progress Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) | | Quarterly |
| 2. | Annual Progress Summaries | | Annually by 9/30 |
| 3. | Natural Resource Projects Inventory (NRPI) Survey Form | Before Final Invoice | |
| 4. | Draft Final Project Report | 12/31/2015 | |
| 5. | Final Project Report | 2/29/2016 | |
| 6. | Final Project Summary | Before Final Invoice | |
| 7. | Final Project Inspection and Certification | Before Final Invoice | |

**EXHIBIT C – Budget for Avalon Green Alley South,
Low Impact Development Demonstration Project**

| Prop O Tasks | SWGP Tasks | Task Description | TOTAL | TPL Funded | SWGP Budget Detail Breakdown | | | | Prop O Detail Breakdown | | |
|---------------------|------------|---|--------------|------------|------------------------------|---------------------|----------------------|---|-----------------------------|---------------------|--------------------------------------|
| | | | | | Total SWGP Budget Per Task | SWGP Funds to TPL | SWGP Funds to LA SAN | SWGP Req'd Match provided by: 1) CRA to TPL; and 2) City In-kind services | Total Prop O Funds Per Task | Prop O Funds to TPL | Prop O Funds to LA SAN / Engineering |
| Pre-design / Design | Task 1: | Conduct project administration activities associated with grant scope · Pre-project development · Project Implementation · Construction · Post-construction | \$ 764,241 | \$ 194,328 | \$ 64,432 | \$ 32,004 | \$ 17,417 | \$ 15,011 | \$ 273,450 | \$ 173,685 | \$ 99,765 |
| Pre-design / Design | Task 2: | Finalize design drawings and prepare to construct alley improvements | | | \$ 232,031 | \$ - | \$ 30,042 | \$ 201,989 | | | |
| Construction | Task 3: | Construct alley improvements | \$ 1,120,729 | \$ - | \$ 682,881 | \$ 675,594 | \$ 7,287 | \$ - | \$ 437,848 | \$ 437,848 | \$ - |
| n/a | Task 4: | Conduct all monitoring, performance and evaluation activities | \$ 129,000 | \$ - | \$ 129,000 | \$ 105,000 | \$ 24,000 | \$ - | \$ - | \$ - | \$ - |
| n/a | Task 5: | Conduct a range of outreach and education activities to generate project interest and an understanding of local connection to regional water quality | \$ 58,000 | \$ - | \$ 58,000 | \$ - | \$ - | \$ 58,000 | \$ - | \$ - | \$ - |
| | | | \$ 2,071,970 | \$ 194,328 | \$ 1,166,345 | *MOU* \$ 812,598 | \$ 78,746 | \$ 275,000 | \$ 711,298 | *MOU* \$ 611,532 | \$ 99,765 |

Total MOU Value to TPL \$ 1,424,130

TPL Construction Budget \$ 1,113,442

Total SWGP + Prop O Appropriation Value (not including MATCH) \$ 1,602,642

Total Construction Appropriation \$ 1,120,729

| Prop O Tasks | SWGP Tasks | Task Description | Total TPL Funds Per Task | SWGP Funds to TPL | Prop O Funds to TPL |
|----------------------------|------------|---|--------------------------|---------------------|---------------------|
| Pre-design / Project Admin | Task 1: | Conduct project administration activities associated with grant scope <ul style="list-style-type: none"> Pre-project development Project Implementation Construction Post-construction | \$ 62,004 | \$ 32,004 | \$ 30,000 |
| Design | Task 2: | Finalize design drawings and prepare to construct alley improvements | \$ 143,685 | \$ - | \$ 143,685 |
| Construction | Task 3: | Construct alley improvements | \$ 1,113,442 | \$ 675,594 | \$ 437,848 |
| n/a | Task 4: | Conduct all monitoring, performance and evaluation activities | \$ 105,000 | \$ 105,000 | \$ - |
| n/a | Task 5: | Conduct a range of outreach and education activities to generate project interest and an understanding of local connection to regional water quality | \$ - | \$ - | \$ - |
| | | | \$ 1,424,130 | *MOU* \$ 812,598 | *MOU* \$ 611,532 |

EXHIBIT D - Standard Provisions for City Contracts

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

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 should 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) as determined in writing by the CAO-RM.

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.

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 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, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten 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. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

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

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 or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

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 CAO-RM 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), 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.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a **CITY** contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the **CITY** employees' and/or **CITY** customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

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

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

WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

General Liability

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

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

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

Pollution Liability

☐

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

Crime Insurance

Other: _____