

0150-07288-0022

TRANSMITTAL

TO The City Council		DATE 10/22/2025	COUNCIL FILE NO. 14-1061
FROM The Mayor			COUNCIL DISTRICT Citywide

First Amended and Restated Contract with Rincon Consultant, Inc. (C-124572) to extend the term through September 2, 2027.

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:KHO:02260034T

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

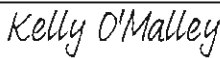

To: The Mayor	Date: 10-02-25	C.D. No. Citywide	CAO File No.: 0150-07288-0022
Contracting Department/Bureau: Department of City Planning		Contact: Maria Ortiz – (213) 978-1291	
Reference: Department of City Planning transmittal dated September 25, 2025. Received by the City Administrative Officer on September 25, 2025. Additional information received through October 1, 2025.			
Purpose of Contract: To provide environmental consulting services.			
Type of Contract: () New contract (X) Amendment, Contract No. [C-124572]		Contract Term Dates: September 3, 2014 through September 2, 2027 (36 month extension, 13 years total)	
Contract/Amendment Amount: \$2,396,610			
Proposed amount \$0 + Prior award(s) \$2,396,610 = Total \$2,396,610			
Source of funds: Planning Long-Range Planning Fund			
Name of Contractor: Rincon Consultants, Inc.			
Address: 180 N. Ashwood Avenue Ventura, CA 93003			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 10.08%			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council, subject to the approval of the Mayor, authorize the Director of Planning, or designee, to execute a first amended and restated contract with Rincon Consultants, Inc. to provide environmental consulting services and retroactively extend the contract term by 36 months through September 2, 2027 for a total term of 13 years and a not-to-exceed amount of \$2,396,610, in substantial conformance with the attached draft contract, subject to the review and approval of the City Attorney as to form and compliance with the City's contracting requirements.

SUMMARY

The Department of City Planning (DCP) entered into a contract with Rincon Consultants, Inc. (Contractor) to provide environmental consulting services for the new Community Plans, policy planning, and environmental review services on September 3, 2014. The Contractor was selected from a Request for Qualification (RFQ) process initiated by the DCP on August 21, 2013 to establish an on-call list for environmental consulting services. The Contractor submitted a Statement of Qualifications by the due date and qualified for at least one task outlined in the scope of work with a qualifying score of at least 70 percent or higher. The original term of the contract was five years through September 2, 2019. The DCP executed the first supplemental agreement to extend the term for 24 months through September 2, 2021 and established the total not-to-exceed amount of \$2,396,610.

 KHO Analyst 0150-07288-0022		 for City Administrative Officer
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Subsequently, the DCP executed the second supplemental agreement to extend the term for 36 months through September 2, 2024.

The DCP requests authority to execute the proposed first amended and restated contract with the Contractor to extend the term for 36 months through September 2, 2027 to complete work for the Westside South Community Plan Update and the Southeast Valley Community Plan Update. The DCP states the reasons for the delay in the completion of this work are due to the high volume of feedback from stakeholders, evolving state and local legislation, and a staffing shortage. No additional projects will be assigned to the Contractor under this contract. To date, the total amount expended under the contract is \$984,556 and the remaining contract balance is \$1,395,649. The proposed first amended and restated contract extends the contract term to September 2, 2027 and updates Section XVII Standard Provisions for City Contracts to the Standard Provisions for City Personal Services Contracts (Rev. 1/25)[v.2]. The City Attorney advised to execute an amended and restated contract instead of a supplemental agreement.

Pursuant to Charter Section 1022, the Personnel Department determined that City employees have the expertise to perform the proposed work. This Office determined the proposed work can be performed more feasible by a contractor as the services required exceed staffing available, are of limited duration, and additional staff cannot be deployed or trained in a timely manner. The scope of work has not changed since the original contract.

Pursuant to Administrative Code Section 10.5(b)(2), Council approval is required for the proposed first amended and restated contract because no new competitive process has been used for more than a cumulative period of three years and the estimated annual payment will exceed \$193,901 annually.

FISCAL IMPACT STATEMENT

Funding for the proposed first amended and restated contract will be provided by existing budget appropriations for this purpose. There is no additional General Fund impact.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that budgeted funds will be used for intended purposes.

MWS:YC:VES:KHO:02260034

Attachment

CONTRACT NUMBER C-124572

**FIRST AMENDED AND RESTATED CONTRACT BETWEEN THE CITY OF LOS
ANGELES
DEPARTMENT OF CITY PLANNING
AND
RINCON CONSULTANTS, INC.
FOR
ENVIRONMENTAL CONSULTANTS
THE NEW COMMUNITY PLANS, POLICY PLANNING AND ENVIRONMENTAL
REVIEW SERVICES**

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This First Amended and Restated Contract ("CONTRACT") is entered into, by and between the CITY OF LOS ANGELES ("CITY"), a municipal corporation, acting by and through its Department of City Planning ("DCP") and Rincon Consultants, Inc. ("CONSULTANT") for Environmental Consultants for the New Community Plans, Policy Planning and Environmental Review Services as follows:

- Prepare Environmental Impacts Reports (EIR) for the New Community Plan Program, including assistance with implementing ordinances;
- Prepare environmental clearances for General Plan Elements, General Plan Amendments, specific plans, overlays and supplemental use districts, nexus studies, facilities financing plans and other implementing ordinances;
- Compile, revise, and update CEQA regulatory framework, mitigation measures and conditions of approval, CEQA Thresholds, Existing Settings, and facilities maps;
- Conduct third party review of CEQA documents;
- Provide CEQA training to City Staff;
- Develop CEQA documentation and preparation software and provide Technology updates and additional technology-based services;
- Complete other tasks as needed to include CEQA compliance and other related environmental services.

WITNESSETH

- A. **WHEREAS**, DCP released an RFQ for Environmental Consulting Services on August 21, 2013;
- B. **WHEREAS**, Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise;
- C. **WHEREAS**, the Parties agreed to enter into a Supplemental Agreement No. 1 to extend the contract for an additional 24 months;
- D. **WHEREAS**, the Parties agreed to enter into a Supplemental Agreement No. 2 to extend the contract for an additional 36 months;
- E. **WHEREAS**, the Parties agreed to enter into a first amended and restated agreement in order to extend the contract for an additional 36 months
- F. **WHEREAS**, SECTION 1 TERM is deleted in its entirety and replaced by the following:

The term of this Contract commences upon execution and will terminate on September 2, 2027 unless previously terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts.

- G. **WHEREAS**, SECTION VII METHOD OF PAYMENT is hereby modified as follows:

The City's total obligation under this Contract shall not exceed \$2,396,610 for complete and satisfactory performance of the terms of this Contract; and

- H. **WHEREAS**, SECTION XVII Standard Provisions for City Contracts and SECTION xxx Incorporation of Exhibits is hereby modified by replacing “Exhibit I Standard Provisions for City Contracts (Rev. 10/21) [v.3],” with: Standard Provisions for City Contracts (Rev. 1/25)[v.2].

NOW, THEREFORE, the CITY and CONSULTANT agree as follows:

SECTION I - TERM

The term of this Contract shall commence on the effective date of the Contract and terminate sixty (60) months thereafter, unless previously terminated as set forth in Section XI, Termination and Suspension of this Contract. Upon mutual agreement by both parties, the term of this Contract may be extended for up to two additional 12-month terms. Such option shall be effected through a letter to Contractor signed by the Director of Planning, or Designee, and the Contractor.

SECTION II – BID AND NOTICE TO PROCEED LETTERS PROCESS

The Director of Planning (DIRECTOR) or designee shall notify the CONSULTANT in writing when CONSULTANT services are needed. This notice shall be considered as a bid letter outlining the Scope of Work available for bid. The CONSULTANT shall respond by providing information regarding cost, composition of project team available to perform the work, schedule of performance, and any other information that the DIRECTOR or designee will indicate as necessary. If the CONSULTANT's bid is selected, the DIRECTOR will send a “Notice to Proceed” letter to the CONSULTANT to commence work as designated. The letter will contain specific directives for the relevant project, such as, but not limited to information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements. DCP shall provide the CONSULTANT at least five (5) working days notice to respond to such letters, and the CONSULTANT's bid responses shall be incorporated into and made part of this Agreement as though fully set forth herein.

SECTION III – SELECTION CRITERIA

The Department of City Planning (DCP) selection criteria for awarding Environmental Consulting Services work will include, but not be limited to, the CONSULTANT's performance, costs, project team members, prior experience, proposed time to complete the project, and other project specific criteria. DCP does not obligate itself to utilize any or all of the “On Call” CONSULTANT(S) for any set percentage, or any percentage of the work.

SECTION IV - SCOPE OF WORK

In Accordance with a “Notice to Proceed” letter, the CONSULTANT may be required to undertake and complete any of the following tasks:

NEW COMMUNITY PLAN PROGRAM

- a. Develop a work plan, schedule and project management approach;
- b. Assemble data base of existing conditions; prepare GIS maps;
- c. Prepare initial study, Notice of Preparation (NOP); conduct scoping meeting;
- d. Identify initial impact relationships and compare capacity forecasts;
- e. Coordinate with sub-consultants on relevant EIR sections;
- f. Prepare Admin Draft and Draft EIR;
- g. Develop alternative scenarios in consultation with staff;
- h. Prepare and circulate Draft EIR;
- i. Prepare mitigation monitoring and reporting program;
- j. Prepare findings and statement of overriding considerations;
- k. Prepare and circulate Final EIR;
- l. Attend coordination meetings with staff and participate in conference calls;
- m. Attend public workshops, meetings and hearings.

OTHER GENERAL PLAN ELEMENTS AND PLANS

- a. Develop a work plan, schedule and project management approach;
- b. Assemble data base of exiting conditions; prepare GIS maps;
- c. Prepare Initial study, and NOP; conduct scoping meeting;
- d. Identify initial impact relations and compare capacity forecasts;
- e. Coordinate with sub-consultants on relevant EIR sections;
- f. Prepare Admin Draft and Draft EIR;
- g. Prepare mitigation monitoring and reporting program;
- h. Prepare findings and statement of overriding considerations;
- i. Prepare and circulate Final EIR;
- j. Attend coordination meetings with staff and participate in conference calls;
- k. Attend public workshops, meetings and hearings.

CEQA FRAMEWORK, REGULATIONS, THRESHOLDS, AND CONDITIONS

- a. Compile all the CEQA required regulatory framework for project level EIRs within the City of Los Angeles, including local, City, County, State, and Federal regulations;
- b. Revise the standard mitigation measures used by the Department of City Planning – including breaking current measures into new categories and tiers;

- c. Update the City of Los Angeles CEQA Thresholds, potentially include Department of City Planning specific thresholds for individual project level EIRs;
- d. Create a standard list of Conditions of Approval for use for projects;
- e. Update the standard mitigation measures and conditions of approval with new technologies, methods, mitigations, and ideas that can help improve projects in the City of Los Angeles.

CONDUCT REVIEW OF CEQA DOCUMENTS

Review reports for CEQA documents, including:

- a. Aesthetic reports (lighting, shade/shadow, etc.);
- b. Air quality and greenhouse gas reports and studies;
- c. Biology reports;
- d. Population, housing, employment, urban decay, and blight studies;
- e. Health risk assessments;
- f. Traffic reports, including methodologies and analysis;
- g. Other CEQA documents as needed.

PROVIDE CEQA TRAINING TO CITY STAFF

Provide City staff training in CEQA, including targeted and specialized training in technical areas and training in how to conduct reviews. Areas of training are not limited to, but could include:

- a. CEQA law and case law;
- b. Mitigation measures and Conditions of Approval;
- c. Initial studies, environmental analysis, and negative declarations;
- d. Review of technical documents and studies.

CEQA DOCUMENTATION AND PREPARATION TECHNOLOGY

- a. Conduct a survey of other municipalities and private firms to determine what, if any, software programs are being utilized for the preparation and retention of CEQA/NEPA or other environmental review documents similar to CEQA Negative Declarations and Mitigated Negative Declarations; determine whether those programs are available to be utilized or adapted by the City of Los Angeles; and make a recommendation on which of those programs would be most cost-effective to utilize as-is or adapted for CITY or DCP use;
- b. Provide the necessary technical ability to adapt the recommended software to CITY or DCP specifications;
- c. In the absence or unavailability of other existing software programs, develop a new proprietary program for the preparation and retention of

- CEQA Negative Declarations and Mitigated Negative Declarations to CITY or DCP specifications;
- d. Provide on-going technical assistance with the deployment and maintenance of the new software system.

OTHER AS NEEDED SERVICES

CEQA clearance may be required for technical studies as needs arise. Analysis may require preparation of programmatic or project level CEQA clearance. Other required services may include assessments and evaluations for environmental review compliance under the California Environmental Quality Act. Assistance may range from the preparation of individual sections to entire CEQA documents. Complete other tasks as needed to include CEQA compliance and other related environmental services.

SECTION V - ASSIGNED PERSONNEL

CONSULTANT has provided information on the project management personnel and subcontractor personnel, if any, assigned to perform the work required hereunder. In the event CONSULTANT or subcontractor proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, CONSULTANT shall notify the CITY's representatives, in *writing* at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the CITY.

SECTION VI – PRODUCT DELIVERY SCHEDULE

The product delivery schedule will be indicated in a "Notice to Proceed" letter.

SECTION VII - METHOD OF PAYMENT

The CONSULTANT shall deliver products and invoices to the CITY upon completion of tasks as described in this Agreement and in the "Notice to Proceed" letter. The CITY shall pay the CONSULTANT for the approved deliverables as described in the Notice to Proceed. This amount shall include payment for all services performed, charges and expenses including sub-consultant costs and correction. Payments shall be due and owing upon the completion of the CITY's review and approval of the work product.

(A) **CHANGE IN OBLIGATIONS.** Notwithstanding any other provision of this AGREEMENT, any changes or additions hereto which will increase the CITY's total obligation, per Section VII, of this AGREEMENT, will be accomplished only by a written amendment. The CITY is not obligated for payment of any changes or additions made in violation of this Section.

(B) **PAYMENT –** The CITY shall make payment to the CONSULTANT no later than sixty (60) days after receipt of an invoice.

(C) APPROVAL OF PRODUCTS AND/ OR INVOICES – If the product and/or invoice are not received and approved by the DIRECTOR or the designee, the CITY may withhold all payments referred to in the Agreement until the product and/or invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or designee shall give notice of his or her intention to withhold the payment(s) and notice of disapproval and the reason(s) therefore.

(D) AUDIT OF RECORDS – The CITY or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Agreement. CONSULTANT must retain records for three years following final payment per this Agreement.

SECTION VIII - INVOICE REQUIREMENTS

The CONSULTANT shall invoice the CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Agreement and as defined in the “Notice to Proceed” letter. Invoices related to the tasks performed for this AGREEMENT should be sent to:

City of Los Angeles
Department of City Planning
Administrative Services Division
200 N. Spring Street, Room 525
Los Angeles, CA 90012
Attention: Maria Ortiz

All invoices for the CITY’s approved task(s) and/or deliverable(s) shall include the following for payments to be processed:

1. Consultant’s name
2. Contract number
3. Project name
4. Invoice number
5. Remit To address
6. Invoice date
7. Dates of services performed
8. Description of the task(s) performed and/or deliverable(s) during billing period.
9. All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached.
10. A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount

- Percentage of total amount billed to date
- Summary of work performed during the billing period
- Any other relevant information

SECTION IX - CHANGES, DELETIONS OR ADDITIONS

(A) **REQUEST FOR CHANGE.** In the event DCP identifies changes to this Agreement, the DIRECTOR or designee will submit a written request for such changes, deletions or additions in the following manner:

1. The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
2. The proposed change to the Schedule of Tasks, if any;
3. Whether or not the CITY is willing to alter any requirement to accommodate the change or addition.

(B) **CHANGE PROPOSAL.** Within ten (10) business days following the CONSULTANT's receipt of CITY's written request for a change, deletion or addition, the CONSULTANT shall either sign and accept the change order or prepare and deliver to the CITY a written statement which shall include the following data:

1. The impact of the change on existing requirements.
2. The cost of the change or addition and recommendation for appropriate offsets in the Agreement, if possible.
3. The estimated time schedule to incorporate the change, deletion or addition.
4. Impact of the change on CONSULTANT's ability to perform its obligations under this Agreement.
5. Any proposed changes to the CITY's description of work or schedule of performance.
6. The period of time for which statement is valid.

(C) CHANGE ORDER NOTICE. Upon acceptance by the CITY of the CONSULTANT's change order acceptance or written statement for a proposed change, the CITY will deliver to the CONSULTANT a Change Order Notice, specifying the particulars set forth in Subsections A and B above as agreed. This Agreement will be deemed amended in accordance with said Change Order Notice.

(D) CHANGE SUGGESTIONS. The CONSULTANT or the CITY may suggest changes be made to the work within the general scope of the work contemplated in this Agreement. Suggested changes will be made in accordance with the applicable provisions of Section IX, subsections A. through C. above and no changes will be made without the prior written approval of the CITY.

SECTION X - OWNERSHIP OF DOCUMENTS AND DISPLAYS

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

For all work products delivered to the CITY that are not originated or prepared by the CONSULTANT or its subcontractors of any tier under this Agreement, the CONSULTANT hereby grants a non-exclusive perpetual license to use such work products for any CITY purposes. The CONSULTANT shall not provide or disclose any work product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONSULTANT 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 subcontractors performing work under this Agreement such that the CITY's ownership and license rights of all work products are preserved and protected as intended herein. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT's contract with the CITY.

Any reports, documents, drawings and data files provided by the CONSULTANT in an electronic format, on computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to the CITY do not constitute the complete delivery of the CONSULTANT's professional work product. Because the electronic media may be damaged or altered during transfer, original paper prints must be submitted and shall control where there are any differences between the paper prints and electronic media. The electronic format provided by the CONSULTANT shall be compatible with the CITY's computer equipment or software, and shall contain no defects and be virus free.

The provisions of this Section shall survive expiration or termination of this Agreement.

SECTION XI - TERMINATION AND SUSPENSION

(A) **TERMINATION FOR CONVENIENCE.** The CITY shall have the right to terminate this Agreement, in whole or in part, for its convenience at its sole discretion upon ten (10) days written notice to the CONSULTANT in a manner that provides proof of delivery. Such a termination will become effective on the tenth day after the date of the foregoing notice.

1. In the event of a termination under this Section, the CONSULTANT shall promptly deliver to the CITY all work products and deliverables completed and in process as of the effective date of the termination, and all other data, reports, graphics and other documents received or prepared by the CONSULTANT in connection with this Agreement that were not previously provided to the CITY. All such finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.
2. In the event of a termination under this Section, the CONSULTANT's compensation shall be exclusively limited to compensation for work performed and reimbursement for expenses incurred up to the effective date of the termination in accordance with the terms of this Agreement. Except for compensation for work or services performed and reimbursement for expenses incurred up to the effective date of termination of this Agreement, the CONSULTANT shall have no right to recover any amounts whatsoever from the CITY, including, without limitation, compensatory damages, consequential damages, lost profits or any other amounts arising from or relating to such termination.

(B) **SUSPENSION.** The CITY may suspend performance by the CONSULTANT under this AGREEMENT for such period of time as the CITY in its sole discretion may prescribe by written notice to the CONSULTANT at least five business days prior to the date on which the CITY wishes to suspend. The CONSULTANT will not perform further work on this AGREEMENT after the date of suspension until receipt of written notice from the CITY to resume. The CONSULTANT will notify the CITY of any additional cost associated with the suspension and negotiate a revised Scope of Services and Payment Schedule.

(C) **LIQUIDATED DAMAGES.** The CITY and CONSULTANT agree that the CITY shall be entitled to impose liquidated damages for the CONSULTANT's failure to perform satisfactorily, for failure to deliver product(s) in a timely manner and also for failure to adhere to the terms of this Agreement. Liquidated damages shall be assessed and calculated on a daily basis at the rate of two hundred dollars (\$200) per each day of nonperformance up to a maximum of fifteen thousand dollars. A ten (10) day grace period may be considered in the calculation of the liquidated damages.

SECTION XII - SUBCONSULTANTS

CONSULTANT agrees to obtain approval from CITY prior to hiring any sub-consultant(s) for work under this AGREEMENT.

SECTION XIII - WARRANTY AND RESPONSIBILITY OF CONSULTANT

(A) The CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONSULTANT's profession, doing the same or similar work under the same or similar circumstances.

(B) The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services.

(C) The CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement.

(D) Except as specified in this Agreement, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY furnished data, or any third party.

SECTION XIV - AUTHORIZED REPRESENTATIVES

(A) CITY'S REPRESENTATIVES

The CITY hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the CITY on all matters related to this Agreement provided, however, that any matters, including Amendments, which will increase the CITY's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

(B) CONSULTANT'S REPRESENTATIVE

The CONSULTANT hereby appoints **Deanna Hansen** as its authorized representative with respect to all matters connected with this Agreement.

SECTION XV - NOTICES

(A) ADDRESSES

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

CITY: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

CONSULTANT: Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, CA 90012
Attention: Deanna Hansen

(B) WRITTEN NOTICES

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION XVI – MISCELLANEOUS

16.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit I and are incorporated into and made a part of this Contract by reference.

16.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

16.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

16.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is provided in accordance with Section 10.2 above.

16.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

16.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

16.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 16.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 16.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 16.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 16.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Contractor must be encrypted, secured, and protected.

16.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

16.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services contracts.

16.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

16.11 Incorporation of Attachments

The following Attachments are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Attachments have been expressly deleted or superseded by other Sections of this Contract.

Attachment I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

16.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

16.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

15.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers

THE CITY OF LOS ANGELES,
A Municipal Corporation
By signing below, the signatory attests
that
they have no personal, financial,
beneficial,
or familial interest in this contract.

RINCON CONSULTANS, INC.
Consultant

By: _____
VINCENT P. BERTONI, AICP
Director of Planning

By: _____
Deanna Hansen
Title: Vice President/Principal

Date: _____

Date: _____

RINCON CONSULTANTS, INC.
Consultant

By: _____
Jennifer Haddow
Title: Executive Vice President

Date: _____

Approved as to form:

Attest:

HYDEE FELDSTEIN SOTO,
City Attorney

PATRICE Y. LATTIMORE,
City Clerk

By: _____
ANDREW SAID
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate: 0000907917

Contract Number: 124572

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

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:
