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**DEPARTMENT OF
ANIMAL SERVICES**
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BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

November 11, 2015

Honorable City Council
c/o Office of the City Clerk
200 North Spring Street
Room 360, City Hall
Los Angeles, CA 90012

**RE: REQUEST CITY COUNCIL APPROVAL TO EXECUTE AGREEMENT WITH
SPAY NEUTER PROJECT LA FOR MOBILE ANIMAL VACCINATION CLINIC**

BACKGROUND

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for animal vaccination and microchip clinics at each of the Department's shelters. Staff released the RFP on September 26, 2013. On February 11, 2014 The Animal Service Commission approved the award of a two-year agreement, with three one-year renewal options to the Spay and Neuter Project of Los Angeles (SNP LA) to provide vaccination clinics at each shelter. The Office of the Mayor and the Office of the City Attorney have approved this agreement. This agreement is hereby transmitted to the City Council for approval, and shall be executed upon receipt of necessary approvals.

AGREEMENT SUMMARY

SNP LA is a non-profit 501(c)(3) animal care organization with experienced staff, including veterinarians, that operates a mobile van. Their mission is to reduce animal shelter intake by providing: (1) Mobile vaccination and microchip clinics, (2) High-quality, low-cost spay and neuter services to underserved communities; and, (3) Daily vaccination clinics with permanent facilities in Van Nuys.

SNP LA agrees to provide vaccination and microchip clinics at each of the Department's six shelters on a rotating basis at no cost to the City and at the lowest possible price to animal owners. Additionally, SNP LA will provide all necessary medicine, paperwork,

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Visit our website at www.LAAnimalServices.com

supplies and staff to inoculate pets, including the rabies certificates, as well as sell dog licenses and puppy certificates. They will provide the Department with periodic reports on the number of clinics held, dog/cat rabies vaccinations, and licenses sold, among other statistics. SNP LA agrees to provide all these services at its own expense. SNP LA will assist the Department in our efforts to license all dogs within the City by issuing dog licenses directly to owners.

The Department believes SNP LA's experience, qualifications, fee plan, and level of services will bring much-needed benefits to the City, the Department and the public, and therefore recommends that SNP LA be awarded this agreement.

City Council approval is requested enabling SNP LA to begin providing mobile vaccination and microchip services at our shelters immediately.

RECOMMENDATION

That the City Council, subject to approval of the Mayor:

1. APPROVE the attached Agreement with SNP LA, approved as to form by the City Attorney; and
2. AUTHORIZE the General Manager to sign and execute the Agreement

FISCAL IMPACT

There is no cost to the City for this agreement.

Sincerely,



BRENDA F. BARNETTE
General Manager

Attachments

cc: David Zaft, President, Board of Animal Services Commissioners
Ryan Carpio, Office of the Mayor
Mandy Morales, Office of the Mayor
Dov Lesel, Assistant City Attorney
File



City of Los Angeles Department of Animal Services

City Agreement Number _____

WITH SNP LA, Inc.

To Provide Pet Vaccinations and Microchip Clinics

City Agreement Number _____

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AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND SNP LA, INC.

TO PROVIDE VACCINATION AND MICROCHIP SERVICES

City Contract Number _____

THIS AGREEMENT ("Agreement") is entered into as of _____, 2015 and will be effective on the date the Office of the City Clerk attests this Agreement ("Execution Date"), between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department") and SNP LA, Inc., a California non-profit corporation which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires a Contractor to ensure that vaccinations and microchips are provided at the lowest possible price; and

WHEREAS, Contractor will provide the Department with a yearly calendar demonstrating the ability to serve all six City shelters, and help with the sale of dog licenses or puppy certificates for dogs brought in and owned by City residents whose dogs are not licensed; and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on September 26, 2013 to solicit such services, and Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on February 11, 2014, and approved by the City Council on _____, for a two-year contract, renewable at the City's sole discretion for up to three additional years, for a period of up to five years (C.F. _____); and

WHEREAS, providing vaccinations and microchips augment the Department's ability to provide these services to animal owners and benefit the public;

NOW THEREFORE, in consideration of the above premises and of the covenants and representations set forth herein, the parties agree as follows:

Section I. Representatives of the Parties and Service of Notice

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

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

Brenda F. Barnette
General Manager, Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012

2. The representative of the Department of General Services shall be the General Manager of the Department, or that person's authorized representative, as follows:

Tony M. Royster
General Manager, Department of General Services
111 E. First Street, 7th Floor
Los Angeles, California 90012

3. The representative of Contractor shall be:

Noel Jackson, Director of Operations
SNP LA, Inc.
957 N. Gaffey Street
San Pedro, California 90731

B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.

C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.

Section II. Term

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be for TWO YEARS, and may be renewed for up to THREE additional one-year terms at the sole discretion of the Department. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement.

Section III. Estimated Value of Agreement

The Department is providing Contractor with rent-free space and in return the Contractor will provide these services and the Department will not pay the Contractor for these services. The Contractor will be providing this service at its own expense, and the amount it charges the public. However, the Department will pay the Contractor \$2 for every license sold by Contractor.

Section IV. Right of Entry Permit to Use Premises of Animal Shelters

Contractor shall comply with all provisions of the attached Right of Entry Permit to use the premises ("Permit"). The Permit shall be attached as **Exhibit A** incorporated and made part of this Agreement.

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 03/09), ("Standard Provisions"), attached as **Exhibit B**, incorporated and made part of this Agreement.

Section VI. Premises

The premises covered by this Agreement are the six shelters located at:

- North Central, 3201 Lacy Street, Los Angeles 90031
- South Los Angeles, 1850 W. 60th Street, Los Angeles 90047
- East Valley, 14409 Vanowen Street, Van Nuys 91405
- West Valley, 20655 Plummer Street, Chatsworth 91311
- West Los Angeles, 11361 W. Pico Boulevard, Los Angeles 90064
- Harbor, 957 N. Gaffey Street, San Pedro 90731

The permitted locations for providing the services in the shelters are as further indicated by the shaded portion shown on the Plan attached to the Agreement as **Exhibit C** and incorporated herein by this reference. These permitted locations are subject to change by the Department for its operational needs.

Vaccination and microchip services will be provided during a two hour period, from 4:30 – 6:30 p.m. at the various shelters according to an annual calendar to be provided by the Contractor, designating dates and locations of the services to be offered at each shelter. The calendar will be provided by Contractor by December 1st, 2015 or within two weeks of the date attested by the City Clerk, whichever is sooner, for the first year of operations, and by December 1st thereafter for the dates for the following year. The annual calendar to be submitted to the Department by the Contractor is subject to the review and approval by the Department.

Section VII. Scope of Services

The Contractor shall provide vaccination and microchip services at each of the shelters as approved by the Department and shall provide these services according to all federal, state, and local laws. Contractor shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to provide these services; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

A. Vaccine and Microchips

1. The Contractor shall provide pet vaccinations and microchips for the following prices:

DOG VACCINES, ETC.	\$/unit	CAT VACCINES, ETC.	\$/unit
Rabies	7	Rabies	7
4-in-1 DHPP ("DA2PP")	15	3-in-1 FVRCP (<i>Feline Viral Rhinotracheitis</i>)	15
Bordetella (<i>Bronchiseptica Bacterin</i>)	15	FELV (Feline Leukemia Virus)	15
Lyme (<i>Borrelia Burgdorfen</i>)	N/A	Praziquantel Inj	15-25
Microchips	15	Microchips	15
De-worming	20	De-worming	20
Praziquantel Inj	15-25		

Nail trim	20	Nail trim	20
Flea meds	7 - 30	Flea meds	7 - 30
Slip leads	3	Cat carriers	5
Collar/leash/harness	5 - 26	Collar/ harness	5 - 20
License	20		
Antibiotics	15-20		

The fees listed above would be good for two years. Any proposed vaccine price increases must first obtain approval in writing from the Department. All printed materials related to vaccination/microchip services shall be written in Spanish and English.

The Contractor may provide the above services to clients that are ancillary to vaccinations, including free visual exams, rabies and distemper vaccinations for cats and dogs and may also make appointments for spay/neuter surgeries with local veterinarians, especially those who provide free s/n for persons of low income. Collars, leashes, flea/tick medication, microchips, and antibiotics (prescribed on an as-needed basis) may be provided to clients at low cost as provided above. Contractor may provide general pet care informational handouts and issue dog licenses. Contractor shall not provide any material regarding Trap-Neuter-Return (TNR).

Contractor shall provide no services, spay/neuter surgeries, or veterinary care of any kind under this Agreement related to feral cats and trap-neuter-return (TNR) in violation of the January 5, 2010 Permanent Injunction in *The Urban Wildlands Group, et al. v. City of Los Angeles, et al.*, Los Angeles Superior Court Action No. BS115483, as modified by the March 10, 2010 Stipulated Order Modifying Injunction (collectively the "Injunction") and until such time, if any, that the Injunction is lifted, will comply with and provide no services in violation of the Injunction.

2. Other services to be performed include:

The Contractor will coordinate with the shelter staff (and where appropriate, the Clinic contractors) both for the services and for various educational and community events to reach its target market, which includes the local community as well as low-income and English-as-a-second-language residents. The Contractor shall participate in a number of educational and community events per shelter per year as approved by the Department. The Contractor shall provide the Department with a list of community events it will be participating in within 60 days of contract execution. Thereafter, it shall provide the Department with its planned community event participation schedule on the first business day of January. In addition, Contractor shall participate as follows:

- a. Provide and staff a table with vaccination clinic information in Spanish and English.
- b. Organize/host two events per year.
- c. Prior to approving any transportation arrangement(s), Contractor shall provide details to the Department regarding cost and staffing and the number of requests made in order to determine whether the transportation service is free and if the transportation service is staffed by volunteers or paid staff.
- d. The Contractor shall provide the Department with an outreach/marketing plan. This plan shall include, but not be limited to the following:

- i. The Contractor's outreach methods, e.g., print and electronic media, social media, door-to-door efforts, shelter banners, in-shelter marketing material, retail alliances/promotions, houses of worship, recreational leagues, etc.
- ii. The methodology used to market vaccination clinic services to neighborhoods.
- iii. Door-to-door outreach efforts to be coordinated by a paid part-time bilingual outreach coordinator. Door-to-door efforts shall not consist of merely placing "door hangers" but will include talking to residents of the benefits of vaccinations, minimizing communicable diseases, like parvo and distemper, and providing licensing information and applications. SNP LA shall use maps from the County of Los Angeles Public Health-Veterinary Public Health (The 2020 Healthy Pets, Healthy Families Initiative) to target its services.
- iv. All marketing materials shall be written in Spanish and English.

B. Dog Licenses

Contractor will assist the Department in its efforts to license all dogs whose owners reside in the City by providing, along with any other reporting requirements, a monthly report on the dogs entrusted to their care to include the following information:

- Dog's name
- Breed of dog
- Owner's name
- Owner's address and phone number
- Dog's license information.

Contractor shall sell dog licenses or puppy certificates¹ for dogs brought in for microchip/vaccination services by persons residing in the City of Los Angeles whose dogs are not licensed. For this service the Contractor will be paid an amount not to exceed \$2.00 per license sold or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, for each dog license or puppy certificate sold consistent with the guidelines established by the Department.

C. Care of Animals

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinarian, or equivalent, shall supervise the vaccination/microchip services.

¹ For a dog under the age of four months old, the Department shall, in addition to any other fees charged at the time the dog is adopted by the Department, charge an amount equal to the annual license tax and fee for a spayed or neutered dog and issue a puppy certificate for such dog. The puppy certificate shall expire when the dog is four months old. Within 45 days of the expiration date of the certificate, if the Department is provided with satisfactory evidence that the dog has been sterilized and has received an anti-rabies vaccination, the owner shall be provided with a valid license at no extra charge. The one year license shall expire on the expiration date of the anti-rabies vaccination. Any person adopting or purchasing a dog from any other source may also purchase a puppy certificate from the Department or from any person or organization authorized by the Department to issue a puppy certificate.

Contractor shall obtain a Veterinary Premise Permit from the State Veterinary Medical Board. This will allow Contractor to conduct vaccination services at City shelters.

D. Release of Animals

All animals shall be released to owners with a vaccine reaction sheet with instructions on follow up care in instances where that might be necessary, as well as emergency telephone numbers of local veterinarians (for convenience of clients only). Contractor shall retain responsibility for care of animals until released to owners.

E. Coordination with Clinic Operators

At various shelters, the various spay/neuter clinics are or will be operated by outside veterinarians to provide sterilization surgeries and other services. The Contractor will use reasonable efforts to coordinate their vaccination/microchip services times with the vendors operating the clinics.

F. Operational Requirements

1. Maintaining a Written Protocol of Procedures

Contractor shall maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, and drug/microchip inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during its term. The Contractor shall post this protocol in a public area at all times and notify the Department of any changes to the protocol as soon as possible but no later than 7 days prior to making any changes to the protocol.

2. Days and Hours of Operation

Contractor shall provide vaccination/microchip services for two hours, from 4:30 p.m. to 6:30 p.m. at a minimum of one (1) day per month at each shelter. All hours and days of operation, including additional holidays, shall be subject to mutual agreement between Contractor and Department, to be coordinated with the shelters, and shall be prominently posted and clearly visible to the public. Contractor may not change hours and days of operation without prior written approval from the Department; such changes must be announced to the public no less than seven (7) calendar days before they become effective. The Department limits public access to shelters after closing at 5:00 P.M., and will designate a Department employee at each shelter to control public access to shelter areas not under the control of the Contractor during each clinic.

SNP LA will be on site providing services for a minimum of two hours at a time, from 4:30 - 6:30 p.m. but may extend the service period should the need arise. SNP LA reserves the right to suspend services at 6:30 p.m.

Contractor must notify Department via the Director of Shelter Operations of planned cancelation of services no less than 14 calendar days before the cancelation, and must post notice of said cancelation of services events or times for public view.

In the event fewer than 20 people show up at any one shelter more than three months in a row, SNP LA and Department will meet to discuss reasons for the lack of response, steps that can be taken to increase attendance and come to a mutually agreeable decision regarding future service at that shelter, including a cessation of service if warranted.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the provision of the vaccination/microchip services, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in providing the vaccination/microchip services, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services. Contractor shall bring the required equipment and supplies to the various locations and remove such from the locations at the end of the two hour period. No equipment or supplies shall be stored or kept at the shelters.

4. Cost of Supplies, Services, and Personnel

The cost of setting up, staffing, maintaining, and performing services under this Agreement shall be the Contractor's sole responsibility.

5. Licenses and Permits

Contractor shall obtain at its own expense, the following licenses and permits:

- A current Veterinary Premise License for the services to be provided, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- A current Veterinarian License for the Contractor's veterinarian(s), as required by the California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA) will not be needed; Contractor warrants that it will not bring any controlled substances to the vaccination clinics.
- All other necessary permits to provide the services, including current licenses from the Board of Consumer Affairs, and any other regulatory agencies requiring licensure.

All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Department. Contractor shall maintain all licenses and permits current throughout the term of this Agreement, and shall not begin services under this Agreement until such licenses and permits are obtained and a copy provided to the Department.

6. Hazardous Waste Disposal

As used in this Agreement, the term "hazardous waste" shall mean hypodermic needles, or "sharps." The Contractor shall remove all sharps from the premises and will be solely responsible for disposal of hazardous waste, at its own cost. Animal Services can

provide the Contractor with the name of the vendor currently removing sharps for the Department.

7. Contractor Responsibilities

- a. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.
- b. Contractor shall report to the Department all deaths of animals that occur under the care and control of the Contractor within five business days by submitting a report to the Director of Shelter Operations.
- c. Contractor shall make reasonable efforts to report any abuse, fraud or suspected abuse or fraud by pet owners.

G. Code of Ethics

The Contractor shall abide by the following Code of Ethics in providing services under this Agreement.

1. General: The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services that the City has not authorized.
2. Communication Guidelines: Communication with the public shall be conducted in a positive, courteous manner.
3. Harassment or Abuse: The Contractor's personnel shall not engage in any conduct which would harass, oppress, or abuse any animal owner, Department staff member, or volunteer.
4. False or Misleading Representations: The Contractor's personnel shall not use any false, deceptive, or misleading representation with regard to the services provided.
5. Treatment of the Public: Contractor's personnel shall at all times treat the public with the utmost courtesy.

H. Quality Control

1. Contractor Employee Acceptability

The Contractor shall immediately remove and replace any of its employees who violate the terms and conditions of this Agreement and upon reasonable request of the Department.

2. Quality Assurance

The Contractor shall establish and maintain quality standards to assure it and the Department that the requirements of this Agreement are met. Quality standards to track the services provided shall include but are not limited to: number of microchips

implanted; vaccinations provided; number of distemper/parvo vaccinations; number of persons served and number of dogs and cats vaccinated and/or microchipped; amount of income received per person, per animal and monthly total income, and number of community events participated in or hosted. Contract information shall be provided monthly to the Department for review.

The Department will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to on-site inspections, photographing the clinics, and written reports by Department veterinary or administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits.

3. Performance Evaluation

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

4. Adequate Stock

Contractor shall maintain an adequate stock of all supplies and materials required for the performance of services, such as drugs, medical supplies, general office maintenance supplies, and clerical supplies, so that services are not unreasonably impacted by a lack of supplies. The stock and equipment necessary to provide the services shall be brought in and removed by Contractor immediately before and after the two hour service window. Contractor shall be responsible for oversight and control of the supplies. No supplies and equipment shall be stored at any of the shelters.

5. Reporting of Animal Deaths

The Contractor shall report to the Director of Shelter Operations all deaths of animals under the care and control of the Contractor, within five business days of the death.

Section VIII. Incorporation of Miscellaneous Exhibits

The following Exhibits are hereby incorporated into and made a part of this Agreement:

The Contractor shall comply with the City's contracting requirements. These include:

- Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure

After award of the Agreement, and prior to execution, the Contractor shall complete and submit the following (forms to be provided to the selected Contractor):

- Living Wage documents
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

The following must be submitted to the Department before contract execution:

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance and indemnification, subject to City approval

Section IX. Order of Precedence

In the event of any inconsistency between the provisions of this Agreement and/or the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement
- B. City Standard Terms and Provisions (03/09)
- C. License Agreement for Use of Premises
- D. RFP
- E. Contractor response to the RFP

Section X. Entire Agreement

This Agreement, including Exhibits A through D, constitutes the full and complete understanding between the parties. The Exhibits are as follows:

Exhibit A - License to Use the Premises of Animal Spay and Neuter Clinic

Exhibit B - City Standard Provisions for City Contracts (Rev 03/09)

Exhibit C - The Plan showing the location for the services as a shaded portion of the shelters

Exhibit D - Section VIII exhibits

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**The City of Los Angeles,
Department of Animal Services**

By _____
Brenda F. Barnette, General Manager

Date: _____

**The City of Los Angeles,
Department of General Services**

By _____
Tony M. Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY L. WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

CONTRACTOR

By _____
Print Name: _____

Date _____

(second signature required of corporations)

By _____
Print Name: _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

TEMPORARY RIGHT OF ENTRY PERMIT

SNP-LA, INC.

This Right of Entry Permit (Permit) is **Exhibit A** to Contract # _____ ("Contract") between the CITY OF LOS ANGELES, acting by and through its Department of Animal Services ("Department") and the Department of General Services ("GSD") as Permitter ("CITY") and SNP-LA, INC., a California Corporation, ("**PERMITTEE**"), whose local address is 957 N. Gaffey Street, San Pedro, California 90731, for the temporary use of the permitted Premises located in a portion of the City's six animal shelters listed below.

WHEREAS, the City owns and operates the six animal shelters ("Shelters") in the City of Los Angeles as set out below; and

WHEREAS, Permittee seeks to provide vaccination and microchip services to the public at the lowest possible cost ("Services") at scheduled times for cats and dogs belonging to members of the public on a portion of the six City Shelters for a two-hour period between the hours of 4:30 p.m. and 6:30 p.m. during the dates and times shown on an annual calendar timetable; and

WHEREAS, Permittee acknowledges and agrees that the City shall have no cost or expense relating to this Permit or for the Services provided; and

THEREFORE, this Temporary, Revocable, Non-exclusive Right of Entry Permit is granted to Permittee for limited times in a portion of the six Shelters, subject to the terms and conditions set forth below and in the Contract with the above number, to which this Permit is an exhibit.

1. **Permitted Premises.** The areas covered by this Permit are an occasional 2-hour use of a portion of the lobby or other public area in the six Shelters listed below, as indicated by the shaded portion on the diagram attached to this Permit as **Exhibit A** and incorporated herein by this reference ("Permitted Premises" or "Premises"). The Department may vary the location of the Premises as needed for purposes of shelter operations. The six shelters are as follows:

- North Central, 3201 Lacy Street, Los Angeles 90031
- South Los Angeles, 1850 W. 60th Street, Los Angeles 90047
- East Valley, 14409 Vanowen Street, Van Nuys 91405
- West Valley, 20655 Plummer Street, Chatsworth 91311
- West Los Angeles, 11361 W. Pico Boulevard, Los Angeles 90064

- Harbor, 957 N. Gaffey Street, San Pedro 90731

2. **Use of Premises.** The Premises will consist of a portion of the Shelter lobbies as directed by Department staff and staff may vary or designate alternative space from time to time depending upon other uses at the Shelters. The Premises will be used for providing vaccinations and microchips Services to augment the Department's ability to provide these services to animal owners and benefit the public and for no other purpose, including participation in, directly or indirectly, or to intervene in (including by publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office or any cause. Permittee shall maintain its tax exempt status under California Corporations Code sections 5110 et seq. and Article 13, Section 4 (b) of the Constitution of the State of California, and the statutes adopted to implement that section, or such successor law of similar import as may be adopted. Permittee shall not use or occupy the Premises in violation of law and shall discontinue any use of the Premises which is declared by any governmental authority to be a violation of law.

3. **Term of Permit and Time of Services.** The term of this Permit shall be for two years, coterminous with the Contract to which this is an Exhibit and only for the period of the performance of the Services from 4:30 p.m. to 6:30 p.m. on the dates and specific Shelters agreed to by the Department and shown on the annual calendar submitted by Permittee pursuant to the Contract. Termination of the Contract shall terminate the Permit.

4. **Permission Granted and Limitations of Use.** City hereby grants to Permittee a temporary, revocable, non-exclusive right of entry permit ("Permit") to Permittee's employees and agents and to Permittee's invitees, their cats and dogs, over, across, upon and through certain public portions of the Shelters as directed by Department staff solely for the limited purpose of providing the Services and only as related to and for the Services provided by Permittee on that date as approved by the Department on the calendar for that shelter and for that day's Services. Permittee shall be responsible for controlling the cats and dogs brought in for these services. The granting of the Permit is also conditioned upon the prior approval by the Los Angeles Fire Department ("LAFD") as to use and conformity with existing fire codes and regulations. Permittee may, at the discretion of the City, be required to cease or move operations for the Services during special events or filming and Permittee will be expected to cooperate with City on the conduct of any City special event or filming.

5. **Rent and Records.** No rent shall be charged, but Permittee shall be responsible for any and all costs, expenses, liabilities, etc., arising out of or relating to this Permit. In the event that the City, at any time during the Term of the Permit, determines that Permittee is not providing sufficient Services consistent with the mission of the Department and the purpose of the Contract and Permit, Permittee can be charged market rent for the deficient "in-kind" Services or the Permit can be revoked. Permittee shall keep accurate records of the Services provided at each shelter, the names and addresses of the Service recipients, Permittee's revenue and expenses and allow City to inspect and/or audit its records with reasonable prior notice.

6. **Assumption of Risk.** Permittee acknowledges that the cats and dogs can be dangerous, may carry and transmit diseases and that cat and dog bites can often lead to serious infections, diseases and illnesses. Permittee shall be responsible for all costs and expenses associated with or relating to this Right of Entry Permit and the activities associated herewith. Permittee expressly assumes any and all risks arising out of or in any way related to the use of the Premises and/or arising of or relating to this Permit.

8. **Compliance with Laws.** This Permit does not confer any authority on Permittee to engage in any prohibited or regulated activity. Any other approvals, permits, or license required by law or regulation must still be obtained from the proper agencies. Permittee shall ensure that all licenses or permits required to perform the Services contemplated under this Permit are obtained and valid. Any violation of this provision may cause revocation of the Permit.

9. **Waiver of Damages.** Permittee expressly assumes all risk of injury, loss, or damage, to person or property, which may result from any condition of the premises or which may otherwise arise by reason of the use of Permitted Premises including ingress and egress through the City property and/or arising in any way out of this Permit, including but not limited to risks associated with handling cats or dogs and releases and discharges City from any claims therefor.

10. **Indemnity.** Permittee undertakes and agrees to defend, indemnify and hold harmless City and any and all of City's boards, officers, agents, and employees, and at the option of the City, defend by counsel satisfactory to City, from and against all loss or liability, lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, to either party hereto or to third parties, that may arise out of or in connection with this Permit or the use of the Premises by Permittee, its officers, agents, employees, contractors, licensees or invitees.

11. **Insurance.** Permittee shall furnish the City with evidence of insurance from insurers (i) acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form acceptable to the Risk Management Department for the coverage and minimum limits of insurance which shall be maintained by Permittee at its sole cost and expense throughout the Term of this Permit.

11.1. **General Liability Insurance.** During the Term of this Permit, Permittee agrees to provide and maintain general liability insurance in an amount not less than \$1 million per occurrence. The City, its boards, officers, agents, and employees shall be named as additional insured. All insurance shall be in accordance with the City's "Instructions for City Insurance Requirements" located on the City's CAO Risk Management website at <http://cao.lacity.org/risk>.

11.2. **Workers' Compensation.** By signing this Permit, Permittee hereby certifies that it is aware of the provisions of Sections 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 such times as they may apply during the Term of this Permit. A Waiver of Subrogation in favor of City is required.

11.3. **Notice of Change in Insurance.** All insurance policies required under this Permit shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery has been given to **City of Los Angeles, Risk Management Department, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012**, the Department of Animal Services, 221 North Figueroa Street, Suite 500, Los Angeles, California 90012 and Department of General Services, Asset Management, 111 E. First St., Suite 201, Los Angeles, California 90012.

11.4. **Default.** If insurance is not obtained prior to the commencement of, or if insurance is canceled, lapsed, or reduced below minimums required, Permittee agrees to cease all activities on the Premises.

12. **Assignment Prohibited.** This Permit and permission herein given is personal to the Permittee and is not assignable. Any attempted assignment shall be of no force or effect and shall confer no rights upon any assignee.

13 **No Interest in Real Property.** Permittee hereby acknowledges that this agreement is a permit only and does not constitute a lease of or any interest in real property.

14. **Venue.** This Permit shall be construed and interpreted under California law and venue in any dispute shall lie in Los Angeles.

15. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other under this Permit shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States registered or certified mail, postage prepaid, return receipt requested, or transmitted by telecopier, followed by hard copy sent by United States regular mail, in which case the receiving party shall immediately confirm receipt of such notice. For the purposes of such notices, the addresses for the parties are set forth in the Contract (either party may from time to time designate another person or place in a notice):

16. **Commencement and Termination.** This Permit shall commence on the date the Contract commences and shall terminate on the expiration or sooner termination of the Contract.

IN WITNESS THEREOF, the parties hereto have caused this Permit to be executed by their respective duly authorized representatives.

**The City of Los Angeles,
Department of Animal Services**

By _____
Brenda F. Barnette, General Manager

Date: _____

**The City of Los Angeles,
Department of General Services**

By _____
Tony M. Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY L. WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

CONTRACTOR

SNP-LA, Inc.

By _____
Print Name: _____

Date _____

(second signature required of corporations)

By _____
Print Name: _____

Date _____

Los Angeles City Business Tax License Number _____
IRS Taxpayer Identification Number _____
City Agreement Number _____

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

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

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

PSC-4. TIME OF EFFECTIVENESS

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

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

PSC-5. INTEGRATED CONTRACT

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

PSC-6. AMENDMENT

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

PSC-7. EXCUSABLE DELAYS

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

PSC-8. BREACH

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

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

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

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

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

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

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

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

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

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

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

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

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

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

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

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

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

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

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

PSC-23. OWNERSHIP AND LICENSE

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

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

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

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

PSC-24. INSURANCE

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

PSC-25. DISCOUNT TERMS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

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

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

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

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

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

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

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

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

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

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

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

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

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

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

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

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

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

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

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

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

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

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

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

PSC-32. AMERICANS WITH DISABILITIES ACT

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

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

PSC-35. EQUAL BENEFITS ORDINANCE

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

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

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

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

PSC-36. SLAVERY DISCLOSURE ORDINANCE

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

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used 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 – the CITY is a licensed redistributor of ACORD forms. **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 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. 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 Office of the City Administrative Officer, Risk Management for consideration.

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

Exhibit 1 (Continued)

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

	WC	Limits
Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC	<u>Statutory</u>
	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)		
Property Insurance (to cover replacement cost of building – as determined by insurance company)		
☐ All Risk Coverage		
☐ Boiler and Machinery		
☐ Flood		
☐ Builder's Risk		
☐ Earthquake		
Pollution Liability		
☐		
Surety Bonds – Performance and Payment (Labor and Materials) Bonds		100 % of Contract Price
Crime Insurance		
Other:		

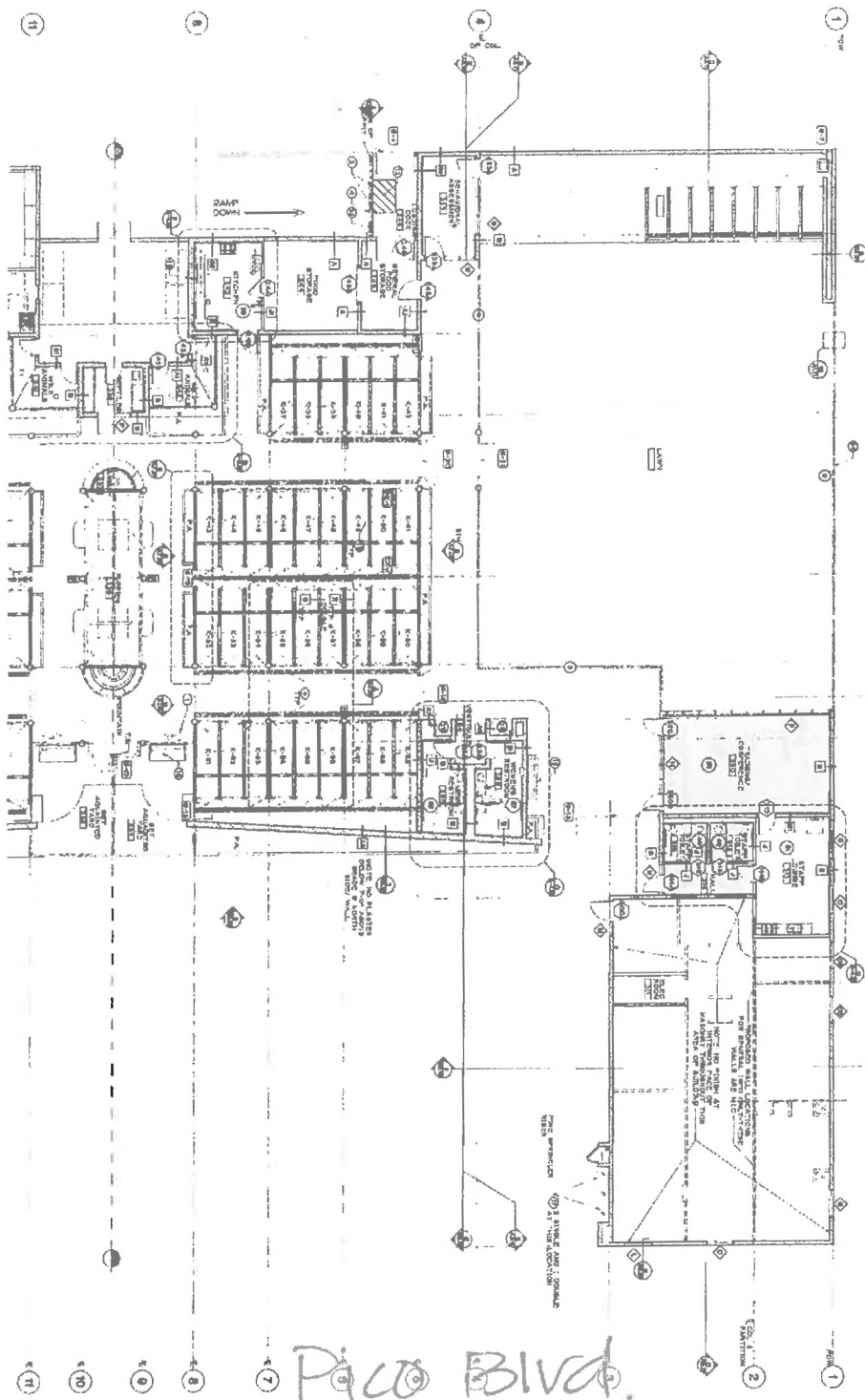
Premises Location Plan

(See attached)

Purdue Ave.

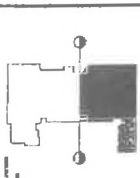
PARTIAL FLOOR PLAN (EAST)

SCALE: 1/8" = 1'-0"



Corinth Ave.

Pico Blvd.



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DOC# NO.
170057A

PARTIAL FLOOR PLAN (SOUTH PORTION)
WEST VALLEY ANIMAL SERVICES CENTER
20655 Plummer Street
Chatsworth, CA 91311

[illegible]

PARTIAL
FLOOR
PLAN

[illegible]

NOTES:

FOR LOCATIONS OF CLEANSING
ROOMS, SEE REF. BUL-7 CLM.
PLAN SH. A83 & A83

FOR HORIZONTAL DIMENSIONS,
SEE SH. A27 & A28

ALL INTERIOR STUD PARTITIONS
ARE 1/2" THICK.

Primmer

Lurline Ave.

