

**TRANSMITTAL**

TO The City Council	DATE 04/16/2026	COUNCIL FILE NO. C.F. 19-1035
FROM The Mayor		COUNCIL DISTRICT 14

**Fourth Contract Amendment to C-134341  
between Department of Transportation and MV Public Transportation, Inc.  
for DASH Downtown Services**

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



MAYOR  
(Mitch Kamin for)

MWS:AMW:06260077t



executed the First Amendment to allow the Contractor to invoice the City for payment of COVID-19 related operations and maintenance services, additional personal protective equipment and cleaning supplies, and partial paid administrative leave for contracted transit service workers who support DASH transit services (C.F. 20-0982). On June 27, 2024, the City executed the Second Amendment to provide wage increase payments to bus drivers and other contracted employees (C.F. 18-0244-S3). On February 26, 2025, the City executed the Third Amendment to extend the agreement for up to 18 months to April 30, 2026, to expand the scope of services to incorporate the facility at 414 East Temple Street ("Mangrove Lot"), and to increase service costs (C.F. 19-1035-S1).

The proposed Fourth Amendment includes the following changes to the current agreement:

- Extends the term of the Agreement for one (1) year from May 1, 2026 to April 30, 2027, with an optional extension term of one (1) year from May 1, 2027 to April 30, 2028, for a total of two (2) years;
- Amends the operating scope for the facility at 414 East Temple Street ("Mangrove Lot") to include storage and maintenance of the LADOT Contingency Fleet, as directed by LADOT;
- Increases the cost ceiling by \$101,526,765 for a total not-to-exceed amount of \$312,801,518;
- Revises and incorporates Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]);
- Amends Exhibit 1 - Revenue Service Hourly Rates and Line Items Expenses, effective May 1, 2026 through April 30, 2028; and
- Adds and incorporates Exhibit 2 - LADOT Contingency Fleet.

The City Council approved the underlying contract and amendments. Therefore, the proposed Fourth Amendment requires Council approval too. LADOT plans to release a new Request for Proposals (RFP) for these services in Spring 2026. The requested term extension will ensure there is no interruption to this essential service while the RFP process is conducted.

In February 2024, LADOT directed the Contractor to include the Mangrove Lot in its operations to store, maintain, and secure decommissioned natural gas buses necessary for special events, including the 2028 Games. This agreement was formalized in the Third Amendment, and the proposed Fourth Amendment incorporates the storage and maintenance of the LADOT Contingency Fleet of 25 vehicles, listed in Exhibit 2. At the time of this report, 40 buses are being stored at the Mangrove Lot. The Mangrove Lot is a Citywide asset purchased using the Special Parking Revenue Fund, and based on prior guidance from the City Attorney, the Board of Transportation Commissioners has purview over its best use. LADOT reports this current agreement is temporary, and if it is proposed for long term, the Department would bring this matter to the Board for consideration.

The cost of the proposed Fourth Amendment will be funded from the Proposition A Local Transit Assistance Fund (Prop A Fund). However, the Prop A Fund has a structural deficit. The required level of funding for transit services is approximately \$289 million annually, and the annual ongoing revenue within the Prop A Fund is approximately \$204 million, resulting in a structural deficit of approximately \$85 million annually. The proposed cost ceiling increase, and similar contract amendments under consideration and forthcoming, will need to be offset within the Prop A Fund or funded from another funding source, or the services may be reduced. It is critical LADOT complete its Comprehensive Operations Analysis (COA) ordered by the City Council and Mayor to inform decisions regarding changes to transit service that are consistent with the City's Budget. LADOT reports a consultant for the COA has been selected, and their report is expected by the end of calendar year 2026.

## **FISCAL IMPACT STATEMENT**

There is no impact to the General Fund. The City Proposition A Local Transit Assistance Fund includes funding for Transit Operations in the 2025-26 Adopted Budget. Any costs that exceed the City Prop A Fund capacity may need to be funded by the Measure M Local Return Fund, Measure R Local Return Fund, and/or the General Fund. Funding for subsequent fiscal years will be considered through the regular budget process.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City Financial Policies in that the City financial obligation is limited to funds budgeted for this purpose and future expenditures are limited to funds appropriated in the annual budget.

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: January 23, 2026

To: The Honorable Karen Bass, Mayor  
Office of the Mayor  
Attention: Legislative Coordinator

From: Laura Rubio-Cornejo, General Manager  
Department of Transportation



Subject: **FOURTH AMENDMENT TO AGREEMENT C-134341 BETWEEN THE CITY OF LOS ANGELES AND MV PUBLIC TRANSPORTATION, INC. FOR THE OPERATION OF THE CITY OF LOS ANGELES DASH DOWNTOWN SERVICES**

**SUMMARY**

The City of Los Angeles (City) Department of Transportation (LADOT) requests authorization to execute the Fourth Amendment to Agreement C-134341, between the City and MV Public Transportation, Inc. for the continued operation of the City DASH Downtown Services.

**RECOMMENDATIONS**

That the City Council, with the concurrence by the Mayor:

1. AUTHORIZE the LADOT General Manager to execute the Fourth Amendment to Agreement C-134341, between the City and MV Public Transportation, Inc. to extend the term for one year from May 1, 2026, to April 30, 2027, with an optional extension term of one additional year, from May 1, 2027, to April 30, 2028, for a total of two (2) years, increase the cost ceiling by \$101,526,765 for a total not-to-exceed amount of \$312,801,518.
2. APPROVE the amendment to the operating scope to incorporate the storage and maintenance of the LADOT Contingency Fleet at 414 East Temple Street ("Mangrove Lot"), into the Downtown DASH operations, as directed by LADOT.

**BACKGROUND**

On October 25, 2019, LADOT entered into Agreement C-134341, with MV Public Transportation, Inc., for the operation of the DASH Downtown Transit Bus Services, for a term of five (5) years, from November 1, 2019, to October 31, 2024 (C.F. 19-1035).

On October 7, 2020, the City executed the First Amendment to Agreement C-134341 to allow the Contractor to invoice the City for payment of COVID-19 related operations and maintenance services, additional personal protective equipment and cleaning supplies, and partial paid administrative leave for contracted transit service workers who support DASH transit services (C.F. 20-0982).

On June 27, 2024, the City executed the Second Amendment to Agreement C-134341 to provide wage increase payments to bus drivers and other contracted employees (C.F. 18-0244-S3). This Amendment did not change the original term of the Agreement, which ended on October 31, 2024.

On January 28, 2025, the City Council approved the Third Amendment to Agreement C-134341 to extend the term of this Agreement for one-year from November 1, 2024, to October 31, 2025, with an optional extension term of six-months, from November 1, 2025, to April 30, 2026, for a total of 18-months; amended the scope of work to incorporate the usage of the Mangrove Lot, located at 414 East Temple Street, into the DASH Downtown operations; increased the cost ceiling by \$70,026,975, for a total not-to-exceed amount of \$211,274,753; amended and added contracting language, as required by ordinance of all City contracts; and incorporated Attachments and Exhibits (C.F. 19-1035-S1).

## **DISCUSSION**

LADOT requests authorization to execute the Fourth Amendment to Agreement C-134341, which will extend the term for one year from May 1, 2026, to April 30, 2027, with an optional extension term of one additional year, from May 1, 2027 to April 30, 2028, and will ensure the continued operation and management of the City DASH Downtown services.

LADOT plans to release a new Request for Proposals (RFP) for the operation of the DASH Downtown services in Spring 2026, but requires continuation of the current Agreement until a new contract is awarded to prevent an interruption in essential transit services. The requested contract extension is a stop-gap measure to ensure uninterrupted transit service while a new RFP process is completed.

## **FISCAL IMPACT**

There is no impact to the General Fund. Funding to cover costs through Fiscal Year (FY) 2025-26 is included in the City's FY 2025-26 Adopted Budget in the Proposition A Local Transit Assistance (PALTA) Fund No. 385, Account 94C431 - Transit Operations. LADOT will request additional funding through the budget process for future fiscal years.

LRC:BL:js

Attachment

**FOURTH AMENDMENT  
TO AGREEMENT C-134341  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV PUBLIC TRANSPORTATION, INC.  
FOR  
THE OPERATION OF THE CITY OF LOS ANGELES  
DASH DOWNTOWN SERVICES**

**FOURTH AMENDMENT TO AGREEMENT C-134341  
BETWEEN THE CITY OF LOS ANGELES AND MV PUBLIC TRANSPORTATION, INC.  
FOR THE OPERATION OF THE CITY OF LOS ANGELES DASH DOWNTOWN SERVICES**

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**THIS FOURTH AMENDMENT** to Agreement C-134341 is made and entered into by and between the City of Los Angeles, a California municipal corporation (hereinafter referred to as the “CITY”), acting by and through the Department of Transportation (hereinafter referred to as “LADOT”), and MV Public Transportation, Inc., a California corporation (hereinafter referred to as the “CONTRACTOR”), referred to collectively as “Parties” and individually as “Party,” is entered into with reference to the following:

**WITNESSETH**

**WHEREAS**, the CITY desires to continue services for the management and operation of the DASH Downtown Services; and

**WHEREAS**, on February 28, 2019, the CITY released a Request for Proposals (RFP) for the DASH Downtown, DASH Mid-City, DASH Central Region, and LAnow Services to local and national companies interested in providing such services; which RFP, along with its Exhibits, Forms, Appendices, Attachments, and Addendum, is on file in the CITY’s Department of Transportation and is incorporated herein by reference; and

**WHEREAS**, on April 16, 2019, the CONTRACTOR responded to Option 1 of the RFP and submitted a proposal for the management and operation of the DASH Downtown Services, which along with its Exhibits, Forms, Appendices, and Attachments, is on file with the CITY’s Department of Transportation and is incorporated herein by reference; and

**WHEREAS**, on October 25, 2019, the Parties entered into Agreement C-134341, wherein the CONTRACTOR agreed to provide the management and operation of the DASH Downtown Services for a term of up to five years, from November 1, 2019, and ending on October 31, 2024 (C.F. 19-1035); and

**WHEREAS**, on September 8, 2020, the City Council approved the First Amendment to Agreement C-134341 to allow the CONTRACTOR to invoice the CITY for payment of COVID-19 related operations and maintenance services, additional personal protective equipment and cleaning supplies, and partial paid administrative leave for contracted transit service workers who support DASH transit services (C.F. 20-0982); and

**WHEREAS**, on July 31, 2021, LADOT restored all transit services to pre-pandemic levels; and

**WHEREAS**, in February 2024, LADOT directed the CONTRACTOR to incorporate its facility at 414 East Temple Street (“Mangrove Lot”) into the Downtown DASH operations; and

**WHEREAS**, on May 17, 2024, the City Council approved the Second Amendment to Agreement C-134341 to increase the Agreement ceiling by four million six hundred thousand six hundred sixty-six dollars (\$4,600,666) to one hundred forty-one million two hundred forty-seven thousand seven hundred seventy-eight dollars (\$141,247,778); and incorporate Attachments and Exhibits (C.F. 18-0244-S3); and

**WHEREAS**, on January 28, 2025, the City Council approved the Third Amendment to Agreement C-134341, which extended the term of the Agreement for one (1) year from November 1, 2024, to October 31, 2025, with an optional extension term of six (6) months, from November 1, 2025 to April 30,



2026, for a total of eighteen (18) months; amended the operating scope of work to incorporate the usage of the Mangrove Lot, located at 414 East Temple Street, into the DASH Downtown operations, as directed by LADOT; increased the cost ceiling by seventy million twenty-six thousand nine hundred seventy-five dollars (\$70,026,975), for a total not-to-exceed amount of two hundred eleven million two hundred seventy-four thousand seven hundred fifty-three dollars (\$211,274,753); amended and added contracting language, as required by ordinance of all CITY contracts; and incorporated Attachments and Exhibits (C.F. 19-1035-S1); and

**WHEREAS**, in November 2025, LADOT directed the CONTRACTOR to store and maintain LADOT's Contingency Fleet of 25 CNG Vehicles at 414 East Temple Street ("Mangrove Lot") as part of the Downtown DASH operations; and

**WHEREAS**, LADOT desires in this Fourth Amendment to C-134341 to a) extend the term of this Agreement for one (1) year from May 1, 2026, to April 30, 2027, with an optional extension term of one (1) year, from May 1, 2027, to April 30, 2028, for a total of two (2) years; b) amend the operating scope to incorporate the storage and maintenance of the LADOT Contingency Fleet into the Downtown DASH operations, as directed by LADOT; c) increase the cost ceiling by one hundred one million five hundred twenty-six thousand seven hundred sixty-five dollars (\$101,526,765) for a total not-to-exceed amount of three hundred twelve million eight hundred one thousand five hundred eighteen dollars (\$312,801,518); d) amend and add contracting language, as required by ordinance of all CITY contracts; e) revise and incorporate Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]); f) revise and incorporate Exhibit 1 - Revenue Service Hourly Rates and Line Items Expenses, effective May 1, 2026; and, g) .

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Section 3, TERMS OF THE AGREEMENT**, Subsection 3.1, Term, is hereby amended in its entirety to read as follows:

3.1. Term

This Agreement shall be in effect from November 1, 2019, through April 30, 2027, with one (1) one-year option term extension from May 1, 2027, to April 30, 2028, for a total possible contract term up to eight (8) years and six (6) months. The CITY reserves the right to execute the one-year option term extension by providing sixty-days (60-days) written notice to the CONTRACTOR.

2. **Section 8, COMPENSATION AND INVOICING**, Subsection 8.1, Compensation, is hereby amended in its entirety to read as follows:

8.1 Compensation

For and in consideration of the services to be provided by the CONTRACTOR under this Agreement, the CITY agrees to pay the CONTRACTOR a not to exceed amount of three hundred twelve million eight hundred one thousand five hundred eighteen dollars (\$312,801,518) for the complete and satisfactory performance of the terms and conditions of this Agreement.

The CONTRACTOR shall invoice the CITY for services rendered in accordance with the billing rates, that correspond to the CITY authorized service levels at the time services were provided, attached hereto and incorporated as Exhibit 1 - Revenue Service Hourly Rates and Line Items Expenses, effective May 1, 2026 through April 30, 2028.

The CITY has the authority to withhold funds under this Agreement pending a final determination by the CITY of questioned expenditures or indebtedness to the CITY arising from past or present agreements between the CITY and the CONTRACTOR. Upon final determination by the CITY of disallowed expenditures or indebtedness, the CITY may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

Payments to the CONTRACTOR may be withheld by the CITY if the CONTRACTOR fails to comply with the provisions of this Agreement.

**3. Section 8, COMPENSATION AND INVOICING, Subsection 8.2.4, Reimbursable Items, is hereby amended in its entirety to read as follows:**

**8.2.4 Reimbursable Items**

The CONTRACTOR shall submit monthly payment claims for the following below-the-line item costs (detailed in the Cost Component Form) authorized by the CITY and under the terms and conditions of this Agreement:

- Fuel Costs and Electrical Charging Costs
- Year-by-Year Incremental increase in Driver's Permits
- As needed Facility Costs
- Facility Utilities
- As needed Service Costs
- Driver and Personnel Wage Increase
- California State Vehicle Fees

The CONTRACTOR will include all backup materials for each line-item cost. These claims may be submitted at the time of occurrence, or within sixty (60) days of expenditure. For reimbursable items "as needed Facility Costs," and "as needed service costs," LADOT pre-approval is required.

**4. Section 4, SCOPE OF WORK, Subsection 4.6, LADOT Contingency Fleet, is hereby added following subsection 4.5 to read as follows:**

**4.6 LADOT Contingency Fleet**

In addition to the revenue service vehicles provided by the City, the Contractor shall maintain and store 25 additional vehicles that make up LADOT's "Contingency Fleet" for the term of this Agreement. The contingency fleet vehicles will not be used for revenue service, but will be kept for use in special events, short-term service enhancements, or other service expansions as directed by LADOT. The Contractor shall store the Contingency Fleet vehicles at Downtown Facility, at 454 East Commercial Street, and the facility at 414 East Temple Street ("Mangrove Lot").

The Contractor shall maintain the Contingency Fleet vehicles pursuant to the requirements in RFP Sections 1.3.4 - DASH Downtown Fleet Assignments and 5.4 - Vehicles. The Contractor will be responsible for maintenance of all service vehicles and must ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable. The Contractor will ensure that all revenue vehicles are stored in a guarded, fenced, and well-lit secure area when not in service. The Contractor shall maintain all Contingency Fleet vehicles and vehicle equipment in excellent working condition both operationally and in appearance including free from graffiti.

The LADOT vehicles that will make up the Contingency Fleet are detailed in Exhibit 2 - LADOT Contingency Fleet.

5. **SECTION 12, STANDARD PROVISIONS FOR CITY CONTRACTS**, Paragraph one (1), is hereby amended to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A.

6. Effective the date of attestation by the City Clerk of this Fourth Amendment, all references to any version of the Standard Provisions for City Contracts throughout this Agreement and all previous Amendments are hereby deleted and replaced with the following: Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]).
7. **Attachment A, Standard Provisions for City Contracts**, is hereby replaced in its entirety by the Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]) attached hereto and incorporated herein.
8. **Exhibit 1 – Revenue Service Hourly Rate and Line Item Expenses**, is hereby amended to include Exhibit 1 – Revenue Service Hourly Rate and Line Item Expenses, effective May 1, 2026, through April 30, 2028, attached hereto and incorporated herein.
9. **Exhibit 2 – LADOT Contingency Fleet**, is hereby attached hereto and incorporated herein.
10. Except as herein amended, all other terms and conditions of this Agreement and all previous Amendments shall remain unchanged.

**THIS SECTION INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Laura Rubio-Cornejo  
General Manager  
Department of Transportation

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

**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN-SOTO, City Attorney

By: \_\_\_\_\_  
Kevin Dufner  
Deputy City Attorney

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

**ATTEST:**  
PATRICE Y. LATTIMORE, City Clerk

By: \_\_\_\_\_

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

**MV PUBLIC TRANSPORTATION, INC.,**  
a California Corporation

Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **and** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

City Business License Number: BTRC Number 0000295591-0004-6  
Internal Revenue Service Taxpayer Identification Number:  
City Contracts Agreement Number: Fourth Amendment to C-134341  
Council File Number: C.F. 18-0244-S3, 19-1035, 19-1035-S1, 20-0982



**ATTACHMENT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

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

### PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

### PSC-3. Time of Effectiveness

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

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

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

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

##### **B. Termination for Breach of Contract**

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

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

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

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

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

#### **PSC-12. Assignment and Delegation**

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

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

#### **PSC-13. Permits**

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

#### **PSC-14. Claims for Labor and Materials**

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

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

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

#### **PSC-16. Retention of Records, Audit and Reports**

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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

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

#### **PSC-20. Intellectual Property Warranty**

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

#### **PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. Contractor Data Reporting**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

## Required Insurance and Minimum Limits

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

Date: 06/24/2022

Agreement/Reference: Downtown DASH, Mid City & Central RFP; LAnow (Amendment #3)

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

Limits

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

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** City of Los Angeles must be named as Additional Insured

\$5,000,000

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)

\$15,000,000

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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

\$2,000,000

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

**Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

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

100% of the contract price

**Crime Insurance** \_\_\_\_\_

**Other:** Vandalism and Malicious Mischief Insurance = \$1 Million

EV Charging Station Insurance \$1 Million

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

## **Exhibit 1**

# **Revenue Service Hourly Rate and Line Item Expenses**

EXHIBIT 1 (Continued)

REVENUE SERVICE HOURLY RATES  
AND LINE-ITEM EXPENSES

Effective May 1, 2026

C-6A - OPERATION OF THE EXISTING DOWNTOWN DASH SERVICES

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Period 7 (6 months optional term 11/1/25 -4/30/26)	Period 8 (5/1/26 - 4/30/27)	Period 9 (5/1/27 - 4/30/28)	Total
Hourly Rate	\$80.38	\$82.15	\$85.15	\$88.57	\$92.94	\$156.86	\$165.60	\$171.37	\$174.80	
Annual Revenue Service Hours	223,448	222,689	223,515	223,448	223,448	223,448	111,724	223,448	223,448	\$1,898,616
Start-up Cost	\$828,534									\$828,534
Total Cost	\$18,789,284	\$18,293,901	\$19,032,302	\$19,790,789	\$20,767,257	\$35,050,053	\$18,501,494	\$38,292,284	\$39,058,710	\$227,576,076
Line Item: Fuel Costs and Electric Charging Costs										\$7,257,563
Line Item: Facility Utilities										\$1,250,000
Line Item: As needed Facility Costs										\$100,000
Line Item: Year-by-Year Incremental Increase in Driver's Permits	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$225,000
Line Item: As needed Service Costs	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000	\$50,000	\$50,000	\$425,000
Line Item: Driver and Personnel Wage Increase					\$4,023,978					\$4,023,978
Line Item: California State Vehicle Fees								\$5,000	\$5,000	\$10,000
TOTAL										\$240,867,617
Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 223,448 Revenue Service Hours										
Between 10.1% to 15%	-\$2.56	-\$2.22	-\$1.99	-\$1.85	-\$1.58	-\$1.76	-\$2.13	-\$2.16	-\$2.23	
Between 15.1% to 20%	-\$4.06	-\$3.58	-\$3.35	-\$3.19	-\$2.87	-\$2.36	-\$2.75	-\$2.90	-\$2.99	
Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 223,448 Revenue Service Hours										
Between 10.1% to 15%	\$4.86	\$4.36	\$4.22	\$4.07	\$3.75	\$6.38	\$6.43	\$7.20	\$7.43	
Between 15.1% to 20%	\$7.45	\$6.70	\$6.53	\$6.34	\$5.90	\$9.48	\$9.70	\$10.69	\$11.04	

EXHIBIT 1 (Continued)

REVENUE SERVICE HOURLY RATES  
AND LINE-ITEM EXPENSES

Effective May 1, 2026

C-7A - OPERATION OF THE EXPANDED DOWNTOWN DASH SERVICES

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Period 7 (6 months optional term 11/1/25 - 4/30/26)	Period 8 (5/1/26 - 4/30/27)	Period 9 (5/1/27 - 4/30/28)	Total
Hourly Rate	\$72.17	\$74.01	\$77.19	\$80.78	\$85.46	\$142.44	\$151.43	\$156.63	\$159.72	
Annual Revenue Service Hours	319,328	319,650	320,654	319,442	320,426	320,426	160,213	320,426	320,426	2,720,991
Start-up Cost	\$1,161,796									\$1,161,796
Total Cost	\$24,207,698	\$23,657,297	\$24,751,282	\$25,804,525	\$27,383,606	\$45,641,479	\$24,261,055	\$50,188,324	\$51,178,441	\$297,073,706
Line Item: Fuel Costs and Electric Charging Costs										\$9,117,147
Line Item: Facility Utilities										\$1,250,000
Line Item: As needed Facility Costs										\$100,000
Line Item: Year-by-Year Incremental Increase in Driver's Permits	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$225,000
Line Item: As needed Service Costs	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000	\$50,000	\$50,000	\$425,000
Line Item: Driver and Personnel Wage Increase					\$4,600,665					\$4,600,665
Line Item: California State Vehicle Fees								\$5,000	\$5,000	\$10,000
TOTAL										\$312,801,518
Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 320,426 Revenue Service Hours										
Between 10.1% to 15%	-\$2.08	-\$1.78	-\$1.77	-\$1.73	-\$1.70	-\$1.40	-\$1.69	-\$1.70	-\$1.76	
Between 15.1% to 30%	-\$3.57	-\$3.04	-\$2.99	-\$2.90	-\$2.78	-\$1.88	-\$2.19	-\$2.28	-\$2.35	
Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 320,426 Revenue Service Hours										
Between 10.1% to 15%	\$3.87	\$3.48	\$3.42	\$3.35	\$3.19	\$5.10	\$5.16	\$5.40	\$5.87	
Between 15.1% to 30%	\$7.92	\$7.10	\$6.89	\$6.75	\$6.32	\$7.58	\$7.78	\$8.43	\$8.72	

## **Exhibit 2**

### **LADOT Contingency Fleet**

### LADOT DOWNTOWN CONTINGENCY FLEET

<b>Bus Number</b>	<b>VIN</b>	<b>License Plate</b>	<b>Model</b>	<b>Length</b>
12301	1N9AMALG9CC084135	1385716	2012 Axess	35'
12302	1N9AMALG0CC084136	1406499	2012 Axess	35'
12303	1N9AMALG2CC084137	1406618	2012 Axess	35'
12304	1N9AMALG4CC084138	1385926	2012 Axess	35'
12305	1N9AMALG6CC084139	1385927	2012 Axess	35'
12306	1N9AMALG2CC084140	1385922	2012 Axess	35'
12307	1N9AMALG4CC084141	1385923	2012 Axess	35'
12308	1N9AMALG6CC084142	1385924	2012 Axess	35'
12309	1N9AMALG8CC084143	1385925	2012 Axess	35'
12310	1N9AMALGXCC084144	1385921	2012 Axess	35'
12311	1N9AMALG1CC084145	1385736	2012 Axess	35'
12312	1N9AMALG3CC084146	1406893	2012 Axess	35'
12313	1N9AMALG5CC084147	1381271	2012 Axess	35'
12314	1N9AMALG7CC084148	1408877	2012 Axess	35'
12315	1N9MNALG6CC084149	1406497	2012 E-Z RIDER II	32'
12316	1N9MNALG2CC084150	1406498	2012 E-Z RIDER II	32'
12317	1N9MNLG4CC084151	1406616	2012 E-Z RIDER II	32'
12318	1N9MNALG6CC084152	1406617	2012 E-Z RIDER II	32'
12319	1N9MNALG8CC084153	1385919	2012 E-Z RIDER II	32'
12320	1N9MNALGXCC084154	1385920	2012 E-Z RIDER II	32'
12321	1N9MNALG1CC084155	1385742	2012 E-Z RIDER II	32'
12322	1N9MNALG3CC084156	1385737	2012 E-Z RIDER II	32'
12323	1N9MNALG5CC084157	1408878	2012 E-Z RIDER II	32'
12324	1N9MNALG7CC084158	1381274	2012 E-Z RIDER II	32'
12325	1N9MNALG9CC084159	1381272	2012 E-Z RIDER II	32'