

0150-11874-0004

**TRANSMITTAL**

TO The City Council	DATE 01/23/2026	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT Citywide

**Bureau of Street Lighting proposed amendment to the supplemental agreement with NBS Government Finance Group, Incorporated**

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act; otherwise, the contract will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR  
(Mitch Kamin for)

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 01-21-26	C.D. No. Citywide	CAO File No.: 0150-11874-0004				
Contracting Department/Bureau: Public Works Bureau of Street Lighting		Contact: Evelinda Pena (213) 697-0604					
Reference: Board of Public Works report dated January 7, 2026; referred by the Mayor for report on January 8, 2026.							
Purpose of Contract: The Contract provides for accumulation of an assessment database and calculation of proposed assessment increase for a Proposition 218 election. The Proposed Amendment would provide for the Citywide balloting process and related follow up phone and mail surveys and outreach services for the proposed increase of street lighting property assessments.							
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-138383		Contract Term Dates: June 14, 2021, to December 15, 2027 (overall contract 78 months) March 7, 2024, to December 15, 2027 (proposed amendment term)					
Contract/Amendment Amount: \$312,018							
Proposed amount \$ 312,018 + Prior award(s) \$ 1,539,000 = Total \$ 1,851,018							
Source of funds: Street Lighting Maintenance Assessment Fund							
Name of Contractor: NBS Government Finance Group Incorporated							
Address: 32605 Temecula Parkway Suite 100, Temecula, CA 92592							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed		X		10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the Mayor and Council authorize the President of the Board of Public Works, or two members of the Board, to execute the Second Amendment to Contract C-138383 with NBS Government Finance Group Incorporated, to increase the total compensation of the contract by \$312,018, from \$1,539,000 to \$1,851,018, and continue services related to the proposed increase of property tax assessments for street lighting through December 15, 2027, subject to the approval of the City Attorney as to form.

**SUMMARY**

In accordance with Executive Directive 3, the Department of Public Works, Bureau of Street Lighting (Bureau) is requesting authority to execute a proposed Amendment to Contract No. C-138383 (Amendment) with NBS Government Finance Group (NBS) to support the Citywide balloting process, conduct related follow-up phone and mail surveys, and perform outreach services associated with an attempt to increase property assessments supporting the City's street lighting system. The Bureau requested to extend the term by 33 months from March 7, 2024, to December 15, 2027, and update the Standard Provisions for City Contracts to the latest version revised in January 2025.

<i>Andrew Veri</i>			<i>Je J L for</i>		
ADN	Analyst	0150-11874-0004	City Administrative Officer		

## **BACKGROUND**

The Bureau executed a contract with NBS for a term commencing on June 14, 2021, through December 10, 2021, and a contract ceiling of \$245,000 for database software to complete the assessment calculation for 500,000 parcels and an Engineer's Report. On June 22, 2022, the Bureau executed a supplemental agreement to the existing contract with NBS to provide additional services including supporting the Citywide balloting process, conducting related follow-up phone and mail surveys, and performing outreach services associated with an attempt to increase property assessments supporting the City's street lighting system. Additionally, the supplemental agreement increased the compensation amount by \$1,294,000, for a new total amount of \$1,539,000, and extended the contract term to September 7, 2022, with month-to-month extensions for up to six months to March 7, 2023. Subsequently, on September 29, 2023, a first amendment was executed to extend the contract to March 7, 2024. The additional services increased the contract value by over \$1.3 million and were added without a new competitive bidding process due to the following reasons:

- The contractor has expertise and control over specific information required to support the additional work; and,
- The work is required to be completed by May 2026. Therefore, there is insufficient time to conduct a competitive selection process.

## **FISCAL IMPACT STATEMENT**

There is no direct General Fund impact. Funding for the proposed amendment will be provided by the Street Lighting Maintenance Assessment Fund. Funding for subsequent years of the agreement is subject to Mayor and Council approval, the availability of funds, and will be appropriated through the City annual budget development process. The City's financial obligation is limited to the extent of appropriations approved by the Council and Mayor.

## **FINANCIAL POLICIES STATEMENT**

The recommendation of this report complies with the City's Financial Policies as the liability of the City is limited to the extent appropriations are approved by the Mayor and Council.

**BOARD OF PUBLIC WORKS  
MEMBERS**

**STEVE S. KANG**  
PRESIDENT

**JENNY CHAVEZ**  
VICE PRESIDENT

**JOHN GRANT**  
PRESIDENT PRO TEMPORE

**FAITH I. MITCHELL**  
COMMISSIONER

**ERNESTO CARDENAS**  
COMMISSIONER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**ELYSE MATSON**  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

January 7, 2026

**BPW-2026-0021**

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012

## **SECOND AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT – NBS GOVERNMENT FINANCE GROUP (NBS) AND CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET LIGHTING (BSL)**

As recommended in the accompanying report from the Directors of the Bureaus of Street Lighting and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE Second Amended and Restated Supplemental Agreement between NBS and BSL;
2. APPROVE and forward this report with transmittals to the Mayor and Council requesting that the President or two Commissioners of the Board of Public Works be authorized to Execute Second Amended and Restated Supplemental Agreement between NBS and BSL, to extend the Contract end date to December 15, 2027. The original Contract was executed on May 27, 2021, and commenced on June 14, 2021;
3. UPON the Mayor's approval that the President or two Commissioners execute contract by Amended and Restated Supplemental Agreement, authorize the Director of BSL to administer and manage the Personal Service Contract with NBS;
4. UPON the Mayor's approval, authorize the President or two Board of Public Works Commissioners to execute Contract Amended and Restated Supplemental Agreement with NBS after approval as to form by the City Attorney has been obtained; and
5. INSTRUCT the Executive Officer of the Board to immediately advise NBS to submit their bonds and insurance documents within 5 working days after the date of notification of the award of this contract by the Board of Public Works.

(W.O.: L0700003, C-138383)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,


A handwritten signature in black ink, appearing to read "Elyse Matson". The signature is written in a cursive style with a large initial "E" and "M".

Elyse Matson  
Executive Officer, Board of Public Works

EM:lc:ct

Department of Public Works Bureau  
of Street Lighting  
Bureau of Contract Administration  
Board Report No. 1  
Date: January 7, 2026

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
AND REFERRED TO THE CITY COUNCIL  
JAN 07 2026

  
Executive Officer  
Board of Public Works

Honorable Board of Public Works  
of the City of Los Angeles

Commissioners:

**REQUEST TO APPROVE SECOND AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT BETWEEN NBS GOVERNMENT FINANCE GROUP (dba NBS) AND CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET LIGHTING (BSL) FOR PROPOSITION 218 ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS - W.O. L0700003**

**RECOMMENDATIONS**

That the Board of Public Works (Board):

1. Approve Second Amended and Restated Supplemental Agreement between NBS and BSL.
2. Approve and forward this report with transmittals to the Mayor <sup>and Council</sup> requesting that the President or two Commissioners of the Board of Public Works be authorized to Execute Second Amended and Restated Supplemental Agreement between NBS and BSL, to extend the Contract end date to December 15, 2027. The original Contract C-138383 was Executed on May 27, 2021, and commenced on June 14, 2021.
3. Upon the Mayor's approval that the President or two Commissioners Execute Contract C-138383 Amended and Restated Supplemental Agreement, authorize the Director of BSL to administer and manage the Personal Service Contract with NBS.
4. Upon the Mayor's approval, authorize the President or two Board of Public Works Commissioners to execute Contract C-138383 Amended and Restated Supplemental Agreement with NBS after approval as to form by the City Attorney has been obtained.
5. Instruct the Executive Officer of the Board to immediately advise NBS to submit their bonds and insurance documents within five (5) working days after the date of notification of the award of this contract by the Board of Public Works.

Department of Public Works Bureau  
of Street Lighting  
Bureau of Contract Administration  
Board Report No. 1  
Date: January 7, 2026

## **TRANSMITTALS**

1. Second Amended and Restated Supplemental Agreement between BSL and NBS for Proposition 218 Assessment Database and Document Preparations.
2. Copy of Adopted Board Report No. 1 dated April 9, 2021, for authority to award and execute personal services contract with NBS.
3. The Professional Services Agreement Between NBS and the City of Los Angeles, Department of Public Works, BSL for Proposition 218 Services (C-138383, May 27, 2021).

## **RECITAL**

NBS' (OBE- Other Business Enterprise) contract expired on September 7, 2024.

This Second Amended and Restate Supplemental Agreement will allow NBS to continue and complete the following tasks:

### **Task 1 – Identifying attributes related to Assessment for Parcels**

Contractor shall determine how the 550,000+ parcels should be broken down into districts, sections and subgroups for identification purposes.

Contractor shall recommend the best time to conduct the ballot measure and provide a timeline from initiation of the process to the completion of the ballots tabulated.

Contractor shall provide a contingency plan, which shall state the consequences and include steps that BSL must consider if a ballot measure fails.

### **Task 2 – Engineer's Report**

Contractor shall prepare an Engineer's Report for a ballot measure of over 550,000 parcels and review and make recommendations in regard to the City's calculation method. This will include a review of the City's current proposal for a General Benefit Factor (GBF) for major/arterial streets and non-arterial streets.

In addition, Contractor shall review and make recommendations regarding the Equivalent Dwelling Units (EDU's), Benefit Zone Rates, and Adjustments Factors including Benefit Factors, Partial Lighting Factors and Lot Shape Factors. See Exhibit A and Exhibit B.

Contractor shall review the City's current land use methodology and recommend changes in compliance with Proposition 218, including changes to the current General Benefit Factor for major/arterial streets and for non-major/non-arterial streets. See Exhibit A.

The Engineer's Report shall include an inflationary index.

**Task 3 – Calculating New Assessment Rates for Parcels (550,000+)**

The Contractor shall take the 550,000+ parcels in existing street lighting districts and recalculate current street lighting maintenance assessment rates with land use methodology via a database to reflect any changes completed in Task 2.

Contractor shall use the information shown below and information in Section A to calculate new Assessment Rate(s) for the 550,000+ parcels (information will be provided by the City):

- APN Number
- Lot Size/Acreage
- Land Use/Zoning
- Property Owner Mailing Information
- Street Light System (i.e. modern, ornamental, special, etc.)

A) Contractor shall evaluate, update or maintain the following in the calculation: (See Exhibit A).

- Lot Shape Category (i.e. corner, flag-lot shape, etc.)
- Parcel's Equivalent Dwelling Unit – The medium density single-family parcel has been selected as the basic unit for calculation of assessments. Therefore, the medium density single family residential parcel between 0.1 to 0.2 acres is defined as one (1) Equivalent Dwelling Unit-EDU for residential (Single-Family, Multi-Family) parcels. Similarly, the industrial/utility parcel between 0.1 and 0.2 acres is defined as (1) EDU for non-residential (commercial, institution, government, mobile homes, parks, vacant, agriculture) parcels.
- Parcel's Benefit Zone
- Parcel's Quality Factors:
  1. Security and Safety Benefit
  2. Lot Shape Factor – Lighting Benefits of oddly shaped lots.
  3. Community Character and Vitality Benefit

**Task 4 – Evaluate and Update Assessment Factors for Parcels (550,000+)**

Contractor shall use results from Task 3 and provide recommendations on how current rates, used to determine a Parcel's Benefit Zone rate, should be revised to collect a revenue amount, provided by BSL, to pay for BSL's costs including, but not limited to, Administration, Engineering, energy, replacement cost, repair cost, tree trimming, graffiti removal, and salaries.

Contractor shall provide a final tally of the new assessment revenue if the ballot measure passes.

Contractor shall create a database using its D-FAST Software such that new rates can be tabulated and whereas the database can be used to create queries for benefit zones and information of Parcel ownership. This information will be used for Task 5.

The first year of licensing fees for D-FAST is included in the Contract (\$39,750 for year 1); the City has the option to continue licensing for subsequent years for a negotiable fee.

The contract includes a combined 16 hours of initial training on D-FAST and the Ballot Tabulation Module. This would be group training performed via Zoom or other web meeting platforms. Additionally, the annual license fee(s) includes a combined 24 hours of ongoing D-FAST support.

#### **Task 5 – Design and Ballot Process**

Contractor shall recommend revisions to BSL's pre-ballot letters, notices, maps and other related documents.

Contractor shall create a new specialized ballot design where each ballot is individually identified with a Quick Response (QR) or serial number and may be tabulated by its respective parcel information and assessment rate.

Contractor shall prepare draft resolutions and ordinances required for the ballot proceeding, including Proposition 218 balloting procedures if needed.

Contractor shall train BSL personnel on how to respond to inquiries and requests related to ballot mailings.

The first year of licensing fee(s) for the Ballot Tabulation Module is included in the Contract (\$7,750 for year 1); the City has the option to continue licensing for subsequent years for a negotiable fee.

The Contractor shall finalize the language for the notice and ballot required pursuant to Proposition 218 for review by the City's legal counsel. The Contractor shall also coordinate with the City's print/mail vendor and the City Clerk to ensure ballot materials meet requirements for print, mailing and tabulation. Contractor shall design a new specialized ballot, with each ballot individually identified—such as by serial number or Quick Response (QR) code—corresponding to its respective parcel information and assessment rate.

#### **Task 6 – Polling Services, Public Outreach Services, and Supporting Services**

Contractor shall provide polling services including a telephone/ online survey and follow-up mail survey related to the Citywide Street Lighting Assessment Ballot Measure.

Department of Public Works Bureau  
of Street Lighting  
Bureau of Contract Administration  
Board Report No. 1  
Date: January 7, 2026

Contractor shall perform a dual-mode telephone/ online 20-minute survey on a sample size of approximately 1,000 property owners in the City who are currently being assessed annually for street lighting maintenance.

Contractor shall perform questionnaire design, printing, programming, email & text message invitations, postcards, bilingual online survey hosting, bilingual telephone interviewing, data entry and analysis and reporting.

Contractor shall provide the City with an analysis of the dual-mode survey results.

Contractor shall send a survey to approximately 40,000 property owners in the CITY who are currently being assessed for street lighting maintenance.

Contractor shall provide a follow-up mail survey with an online option on a sample size of approximately 4,000 to 12,000 property owners (respondents) in the CITY who are currently being assessed for street lighting maintenance.

Contractor shall gauge how respondents would vote on the potential Citywide Ballot Measure with the actual rate for each property owner individualized in their survey and an open-ended question asking why they would vote in that particular manner.

Contractor shall provide the City with an analysis of mail survey results.

Contractor shall provide Public Outreach Services per direct mail, digital outreach via:

- A dedicated website created by the Contractor
- Paid informational announcements (i.e., pamphlets, banners, etc.) in multiple languages across various community news outlets.

The contractor shall communicate and educate benefiting property owners regarding Proposition 218, assessments, and the Citywide Street Lighting Maintenance Assessment Ballot Measure for a (90)-day time period. The Contractor shall develop, create and, manage an outreach program, as directed, with direct coordination and interaction with BSL as needed outreach. Additionally, Contractor shall be responsible for related graphic design and printing services necessary to support these outreach activities.

Contractor shall provide Supporting Services to the Citywide Street Lighting Maintenance Assessment Ballot process to ensure the database is fully updated prior to the mailing of the ballots. The Contractor shall support the City throughout the Citywide ballot measure in public meetings. Planning meetings with City staff will primarily occur via conference call or web meeting format. These meetings will be used to review the Contractor's initial work product and for the Contractor to receive input from City staff on the formation. Contractor shall support City staff as needed to ensure that the D-FAST database is updated to reflect the final Engineer's Report, budget data, account data items, and parcel changes reflected in the 2025/2026 County secured roll data. The Contractor shall also provide a three (3) month D-FAST software license, installation of the D-FAST software program for BSL and provide initial training to City Staff.

#### **Task 7 – Outreach Coordination**

The Contractor shall work with City staff and subconsultants to provide the assessment data and parcel database in usable form, for the purpose of the City's outreach consultants to perform outreach, and communications regarding the proposed assessment. The Contractor shall attend up to three public workshops to be held in coordination with the City's outreach efforts related to distribution of information regarding the proposed assessment.

#### **Task 8 – Update Engineer's Report**

The Contractor shall incorporate the latest parcel data available (July 2025 or later) into the Engineer's Report prepared under Task 2 and provide an updated Engineer's Report to the City for use in an assessment proceeding. The Contractor shall revise / update the Special Benefit Distribution including the Land Use Factor assigned to each parcel, the Parcel Size Benefit Points assigned to each parcel, and the Total Special Benefit Points assigned to each parcel within the Lighting District prepared under Task 2. The Contractor shall revise / update the General Benefit Factor, Budget, and Inflationary Index within the Lighting District prepared under Task 2.

The Contractor shall revise assessment rates / factors including Equivalent Dwelling Units, Benefit Zone Rates, and adjustment Factors (such as Benefit Factors, Partial Lighting Factors, and Lot Shape Factors) into the Engineer's Report prepared under Task 3.

#### **Task 9 - Guidance and Strategic Consulting**

The Contractor shall provide BSL with overall guidance and strategic consulting services and assist BSL in outreach activities by preparing materials (i.e., handouts, flyers, etc.) with graphic designs for BSL to share with the public, City officials, City departments, and at Neighborhood Council engagements. Additionally, Contractor shall be responsible for related graphic design and printing services necessary to support these outreach and engagement activities.

#### ***Summary of Contract Compliance Requirements***

All qualified and interested parties entering into contracts with the City will be required to comply with all Standard Provisions of City Contracts requirements.

#### ***Compliance with the City's Policies***

All Contractors participating in this program are subject to compliance with the following City of Los Angeles' Ordinances and Policies:

- Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions
- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Contractors' Use of Criminal History for Consideration of Employment Applications

Department of Public Works Bureau  
of Street Lighting  
Bureau of Contract Administration  
Board Report No. 1  
Date: January 7, 2026

- Living Wage Ordinance
- Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Contractor Responsibility Ordinance

***Contractor Performance Evaluation Ordinance***

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of this contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (BCA) upon completion of this contract.

**CONTRACT ADMINISTRATION**

The responsibility for the administration and management of this contract will rest with BSL.

**CONCLUSION**

BSL seeks to move forward with the Citywide assessment ballot in order to continue maintenance and improvement of the City's street lighting infrastructure and to provide lighting to all City communities.

***Funding***

Funds for the contract are currently available in the Street Lighting Maintenance Assessment Fund (SLMAF) No. 347, Department No. 50, Assessment District Analysis Appropriation Unit No. 50KLOO.

Department of Public Works Bureau  
of Street Lighting  
Bureau of Contract Administration  
Board Report No. 1  
Date: January 7, 2026

Report prepared by:

Evelinda Pena, Senior Street Lighting Engineer  
Bureau of Street Lighting

Respectfully submitted,



for

Miguel Sangalang, Director  
Bureau of Street Lighting

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



Lynda McGlinchey (Dec 22, 2025 13:44:42 PST)

Lynda McGlinchey, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration



John L. Reamer, Jr.  
Inspector of Public Works

**SECOND AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**NBS GOVERNMENT FINANCE GROUP, dba NBS**

**AND**

**CITY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC WORKS**

**BUREAU OF STREET LIGHTING (“BSL”)**

**FOR**

**PROPOSITION 218 ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS**

Said Agreement is Number \_\_\_\_\_

## Professional Services Agreement

### Table of Contents

1. AGREEMENT	3
2. ARTICLE A – REPRESENTATIVE AND NOTICES	4
3. ARTICLE B – TERM OF THE AGREEMENT	5
4. ARTICLE C – SCOPE OF WORK	5
5. ARTICLE D – COMPENSATION, PAYMENT, AND INVOICING	9
6. ARTICLE E – DATA SECURITY AND PRIVACY	11
7. ARTICLE F – REPRESENTATIONS AND WARRANTIES	16
8. ARTICLE G – STANDARD PROVISIONS FOR CITY CONTRACTS	16
9. ARTICLE H – MISCELLANEOUS	16
10. SIGNATURE PAGE	19

#### EXHIBITS

Exhibit A – Engineer Report

Exhibit B – Adjustment Factors

#### ATTACHMENTS

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

Attachment B – Fee Schedule

**SECOND AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND  
NBS GOVERNMENT FINANCE GROUP, dba NBS**

THIS SECOND AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its **Department of Public Works / Bureau of Street Lighting** (“BSL”), and **NBS Government Finance Group, dba NBS**, (“Contractor”), licensed to do business in the state of California, with reference to the following:

**RECITALS**

1. **WHEREAS**, the City requires the services of a Contractor to assist in the development of a citywide lighting district through a Citywide Street Lighting Assessment Ballot Proceeding; and
2. **WHEREAS**, services to be provided by the Contractor are of an expert and technical nature and are temporary and occasional in character; and
3. **WHEREAS**, on or about September 16, 2020, the City issued a Request for Proposals (“RFP”), under Charter Section 372, seeking qualified businesses to create a database to assess calculations for more than 500,000 parcels, prepare an Engineer’s Report, and recommend revisions to Prop 218 related documents; and
4. **WHEREAS**, the City found that Contractor possessed the required qualifications and experience to provide the type of service required by the City; and
5. **WHEREAS**, on or about May 27, 2021, the City and the Contractor entered into Professional Services Agreement No. C-138383 (“Agreement No. C-138383”) for the services stated above;
6. **WHEREAS**, on or about June 22, 2022, Agreement No. C-138383 was amended by a supplemental agreement (“Supplemental Agreement”) to: (i) extend the term by an additional nine months; (ii) increase the scope of work increased to include polling public and public outreach services; and (iii) increase the total compensation; and
7. **WHEREAS**, the November 2022 election and changes in administration delayed the City’s efforts to complete a Citywide Street Lighting Maintenance Assessment Ballot Measure in 2022; and
8. **WHEREAS**, on or about October 17, 2023, the Supplemental Agreement was amended to increase the term for an additional twelve (12) months with an option to extend the term on a month-to-month basis for a maximum of six (6) months; and
9. **WHEREAS**, the City desires to complete the Citywide Street Lighting Assessment Ballot Measure this fall/winter; and
10. **WHEREAS**, the City has an ongoing need for services related to the Citywide Street Lighting Assessment Ballot Measure, which are a continuation of and based upon the work previously performed by Contractor under its previous agreement, including public outreach services, updating the Engineer’s Report previously prepared by the Contractor, Proposition 218 notice

and ballot coordination, finalization of a special ballot design, revision of the related software program, and database support, in accordance with the BSL's updated timeline and budget; and

11. **WHEREAS**, the City and the Contractor wish to restate and amend the terms and conditions of Agreement No. C-138383 and its subsequent amendments to extend the term and increase the scope of services as stated above; and
12. **WHEREAS**, the Contractor has represented that it has the necessary equipment and staff possessing sufficient competence, knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by the City under this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:

## **ARTICLE A – REPRESENTATIVE AND NOTICES**

### 1. Representatives of the Parties and Service of Notices

- a. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications will be given are as follows:
  - The representative of City shall be:

Ruben Flamenco, [ruben.flamenco@lacity.org](mailto:ruben.flamenco@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 South Broadway, Suite 200  
Los Angeles, CA 90015

With copies to:

Fabian Cheng, [fabian.cheng@lacity.org](mailto:fabian.cheng@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 S. Broadway, Suite 200  
Los Angeles, CA 90015

Evelinda Pena, [evelinda.pena@lacity.org](mailto:evelinda.pena@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 S. Broadway, Suite 200  
Los Angeles, CA 90015

- The representative of Contractor shall be:

Stephanie Parson, [sparson@nbsgov.com](mailto:sparson@nbsgov.com)  
32605 Temecula Parkway, Suite 316  
Temecula, CA 92592

Sara Mares, [smares@nbsgov.com](mailto:smares@nbsgov.com)  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592

- b. Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- c. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Article I, within five (5) business days of said change.

## **ARTICLE B – TERM OF THE AGREEMENT**

1. The term of this Agreement shall commence on **June 14, 2021**, and end on **December 15, 2027**. The term is subject to the termination provisions set forth herein and contingent upon the availability of budgeted funds as appropriated by the City. Contractor shall not commence performance of any services under this Agreement until the Contractor has received a written Notice to Proceed from the City.
2. The City reserves the option, at its sole discretion, to extend the term of the Agreement for an additional twelve (12) months upon written authorization from the Executive Officer of the City Board of Public Works. Any such extension will be subject to the availability of funds and the City's determination that the extension is in the best interests of the City. City reserves the right to request additional as-needed services, within the nature and scope of work of this Agreement, subject to the availability of funds.
3. Ratification Clause

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

## **ARTICLE C – SCOPE OF WORK**

1. As directed by City, Contractor agrees to provide the following:

### **Task 1 – Identifying attributes related to Assessment for Parcels**

Contractor shall determine how the 550,000+ parcels should be broken down into districts, sections and subgroups for identification purposes.

Contractor shall recommend the best time to conduct the ballot measure, and provide a timeline from initiation of the process to the completion of the ballots tabulated.

Contractor shall provide a contingency plan, which shall state the consequences and include steps that BSL must consider if a ballot measure fails.

### **Task 2 – Engineer’s Report**

Contractor shall prepare an Engineer’s Report for a ballot measure of over 550,000 parcels and review and make recommendations in regard to the City’s calculation method. This will include a review of the City’s current proposal for a General Benefit Factor (GBF) for major/arterial streets and non-arterial streets.

In addition, Contractor shall review and make recommendations regarding the Equivalent Dwelling Units (EDU’s), Benefit Zone Rates, and Adjustments Factors including Benefit Factors, Partial Lighting Factors and Lot Shape Factors. See Exhibit A and Exhibit B.

Contractor shall review the City’s current land use methodology and recommend changes in compliance with Proposition 218, including changes to the current General Benefit Factor for major/arterial streets and for non-major/non-arterial streets. See Exhibit A.

The Engineer’s Report shall include an inflationary index.

### **Task 3 – Calculating New Assessment Rates for Parcels (550,000+)**

Contractor shall take the 550,000+ parcels in existing street lighting districts and recalculate current Street lighting maintenance assessment rates with land use methodology via a database to reflect any changes completed in Task 2.

Contractor shall use the information shown below and information in Section A to calculate new Assessment Rate(s) for the 550,000+ parcels (information will be provided by the City):

- APN Number
- Lot Size/Acreage
- Land Use/Zoning
- Property Owner Mailing Information
- Street Light System (i.e. modern, ornamental, special, etc.)

A) Contractor shall evaluate, update or maintain the following in the calculation: (See Exhibit A).

- Lot Shape Category (i.e. corner, flag-lot shape, etc.)
- Parcel’s Equivalent Dwelling Unit – The medium density single-family parcel has been selected as the basic unit for calculation of assessments. Therefore, the medium density single family residential parcel between 0.1 to 0.2 acres is defined as one (1) Equivalent Dwelling Unit-EDU for residential (Single-Family, Multi-Family) parcels. Similarly, the industrial/utility parcel between 0.1 and 0.2 acres is defined as (1) EDU for non-residential (commercial, institution, government, mobile homes, parks, vacant, agriculture) parcels.
- Parcel’s Benefit Zone
- Parcel’s Quality Factors:

1. Security and Safety Benefit
2. Lot Shape Factor – Lighting Benefits of oddly shaped lots.
3. Community Character and Vitality Benefit

#### **Task 4 – Evaluate and Update Assessment Factors for Parcels (550,000+)**

Contractor shall use results from Task 3 and provide recommendations on how current rates, used to determine a Parcel's Benefit Zone rate, should be revised to collect a revenue amount, provided by BSL, to pay for BSL's costs including, but not limited to, Administration, Engineering, energy, replacement cost, repair cost, tree trimming, graffiti removal, and salaries.

Contractor shall provide a final tally of the new assessment revenue if the ballot measure passes.

Contractor shall create a database using its D-FAST Software such that new rates can be tabulated and whereas the database can be used to create queries for benefit zones and information of Parcel ownership. This information will be used for Task 5.

The first year of licensing fees for D-FAST is included in the Contract (\$39,750 for year 1); the City has the option to continue licensing for subsequent years for a negotiable fee.

The contract includes a combined 16 hours of initial training on D-FAST and the Ballot Tabulation Module. This would be group training performed via Zoom or other web meeting platforms. Additionally, the annual license fee(s) include a combined 24 hours of ongoing D-FAST support.

#### **Task 5 – Design and Ballot Process**

Contractor shall recommend revisions to BSL's pre-ballot letters, notices, maps and other related documents.

Contractor shall create a new specialized ballot design where each ballot is individually identified with a Quick Response (QR) or serial number and may be tabulated by its respective parcel information and assessment rate.

Contractor shall prepare draft resolutions and ordinances required for the ballot proceeding, including Proposition 218 balloting procedures if needed.

Contractor shall train BSL personnel on how to respond to inquiries and requests related to ballot mailings.

The first year of licensing fee(s) for the Ballot Tabulation Module is included in the Contract (\$7,750 for year 1); the City has the option to continue licensing for subsequent years for a negotiable fee.

Contractor shall finalize the language for the notice and ballot required pursuant to Proposition 218 for review by the City's legal counsel. The Contractor shall also coordinate with the City's print/mail vendor and the City Clerk to ensure ballot materials meet requirements for print, mailing and tabulation. Contractor shall design a new specialized

ballot, with each ballot individually identified—such as by serial number or Quick Response (QR) code—corresponding to its respective parcel information and assessment rate.

### **Task 6 – Polling Services, Public Outreach Services, and Supporting Services**

Contractor shall provide polling services including a telephone/ online survey and follow-up mail survey related to the Citywide Street Lighting Assessment Ballot Measure.

Contractor shall perform a dual-mode telephone/ online 20 minute survey on a sample size of approximately 1,000 property owners in the City who are currently being assessed annually for street lighting maintenance.

Contractor shall perform questionnaire design, printing, programming, email & text message invitations, postcards, bilingual online survey hosting, bilingual telephone interviewing, data entry and analysis and reporting.

Contractor shall provide the City with an analysis of the dual-mode survey results.

Contractor shall send a survey to approximately 40,000 property owners in the CITY who are currently being assessed for street lighting maintenance.

Contractor shall provide a follow-up mail survey with an online option on a sample size of approximately 4,000 to 12,000 property owners (respondents) in the CITY who are currently being assessed for street lighting maintenance.

Contractor shall gauge how respondents would vote on the potential Citywide Ballot Measure with the actual rate for each property owner individualized in their survey and an open-ended question asking why they would vote in that particular manner.

Contractor shall provide the City with an analysis of mail survey results.

Contractor shall provide Public Outreach Services per direct mail, digital outreach via:

- A dedicated website created by the Contractor
- Paid informational announcements (i.e., pamphlets, banners, etc.) in multiple languages across various community news outlets.

Contractor shall communicate and educate benefiting property owners regarding Proposition 218, assessments, and the Citywide Street Lighting Maintenance Assessment Ballot Measure for a (90)-day time period. The Contractor shall develop, create and, manage an outreach program, as directed, with direct coordination and interaction with BSL as needed outreach. Additionally, Contractor shall be responsible for related graphic design and printing services necessary to support these outreach activities.

Contractor shall provide Supporting Services to the Citywide Street Lighting Maintenance Assessment Ballot process to ensure the database is fully updated prior to the mailing of the ballots. The Contractor shall support the City throughout the Citywide ballot measure in public meetings. Planning meetings with City staff will primarily occur via conference call or web meeting format. These meetings will be used to review the Contractor's initial work product and for the Contractor to receive input from City staff on the formation. Contractor shall support City staff as needed to ensure that the D-FAST database is updated to reflect the final Engineer's Report, budget data, account data items, and parcel

changes reflected in the 2025/2026 County secured roll data. The Contractor shall also provide a three (3) month D-FAST software license, installation of the D-FAST software program for BSL and provide initial training to City Staff.

#### **Task 7 – Outreach Coordination**

Contractor shall work with City staff and subconsultants to provide the assessment data and parcel database in usable form, for the purpose of the City’s outreach consultants to perform outreach, and communications regarding the proposed assessment. The Contractor shall attend up to three public workshops to be held in coordination with the City’s outreach efforts related to distribution of information regarding the proposed assessment.

#### **Task 8 – Update Engineer’s Report**

Contractor shall incorporate the latest parcel data available (July 2025 or later) into the Engineer’s Report prepared under Task 2 and provide an updated Engineer’s Report to the City for use in an assessment proceeding. The Contractor shall revise / update the Special Benefit Distribution including the Land Use Factor assigned to each parcel, the Parcel Size Benefit Points assigned to each parcel, and the Total Special Benefit Points assigned to each parcel within the Lighting District prepared under Task 2. The Contractor shall revise / update the General Benefit Factor, Budget, and Inflationary Index within the Lighting District prepared under Task 2.

Contractor shall revise assessment rates / factors including Equivalent Dwelling Units, Benefit Zone Rates, and adjustment Factors (such as Benefit Factors, Partial Lighting Factors, and Lot Shape Factors) into the Engineer’s Report prepared under Task 3.

#### **Task 9 - Guidance and Strategic Consulting**

Contractor shall provide BSL with overall guidance and strategic consulting services and assist BSL in outreach activities by preparing materials (i.e., handouts, flyers, etc.) with graphic designs for BSL to share with the public, City officials, City departments, and at Neighborhood Council engagements. Additionally, Contractor shall be responsible for related graphic design and printing services necessary to support these outreach and engagement activities.

### **ARTICLE D – COMPENSATION, PAYMENT, AND INVOICING**

#### **1. Payment Terms and Deliverables**

The City’s total obligation under this Agreement shall not exceed **\$1,472,559** for complete and satisfactory performance of the terms of this Agreement. The Contractor shall invoice the City in accordance with the **Fee Schedule** attached as **Attachment B**, which is incorporated into this Agreement as though fully set forth herein.

2. Limitation of City's Obligation to Make Payments to Contractor.

Notwithstanding any other provision of this Agreement, 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 said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said 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 Agreement.

3. Invoicing

- a. Invoices and supporting documentation must be submitted via United States Mail and electronic mail to:

Mark Yonemura, [mark.yonemura@lacity.org](mailto:mark.yonemura@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 South Broadway, Suite 200  
Los Angeles, CA 90015

- b. If indicated on the written work order, invoices shall be submitted to the specified City Department for payment of services rendered under this Agreement.
- c. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- d. Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:
- (1) Name and address of Contractor
  - (2) Name and address of City department being billed
  - (3) Date of invoice and date service was completed
  - (4) Agreement number or authority (purchase order) number
  - (5) Description of and amount due for completed task and deliverable provided
  - (6) Discount and terms (if applicable)
  - (7) Remittance Address (if different from Contractor's address)

- e. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within thirty (30) days of service, or monthly, and will be payable to Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. Nevertheless, City will not pay any late charges, penalties, costs, fees, or interest as a result of any late payment by City. Contractor shall notify City within 10 days of the date on which Contractor has reached 80 percent of the Agreement's not to exceed amount.
- f. Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.
- g. Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- h. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

## ARTICLE E – DATA SECURITY AND PRIVACY

### 1. Data Ownership

As between the Parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

2. Data Protection

- a. Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
- b. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- c. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- d. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.
- e. At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been return to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, CONTRACTOR'S obligations to retain City Data during the term of this contract and following (1) final payment made by CITY, (2) the expiration of this Agreement, or (3) the termination of this Agreement, are governed by **ATTACHMENT A, Standard Provisions for City Contracts (Rev. 1/25 [v.2])**. After CONTRACTOR has retained City Data for the period(s) specified by **ATTACHMENT A, Standard Provisions for City Contract** ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to CITY, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

3. Compliance with Privacy Laws

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

4. Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

5. Data, Development, and Access-Point Location

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement. For the purpose of this section, the City authorizes Consilien remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein.

6. Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as

soon as reasonably feasible, but in any event, within seventy-two (72) hours in writing and telephonically 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. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or 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. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity protection services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

- a. Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

## 7. Firewalls and Access Controls

- a. Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
  1. Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
  2. Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
  3. Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

## 8. Security Best Practices

Contractor shall implement the following security best practices with respect to any service provided:

- a. Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
- b. Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
- c. Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

#### 9. Access Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

#### 9. Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least 30 days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least 30 days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within 14 days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth in **Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2])**.

#### 10. Written Information Security Policy

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and

thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

#### 11. Change in Service

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

### **ARTICLE F – REPRESENTATIONS AND WARRANTIES**

#### 1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

### **ARTICLE G– STANDARD PROVISIONS FOR CITY CONTRACTS**

#### 1. Standard Provisions for City Contracts

Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Rev. 1/25 [v.2])**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.

#### 2. Disclosure of Border Wall Contracting

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

### **ARTICLE H – MISCELLANEOUS**

#### 1. Insurance

Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to **Attachment A, Standard Provisions for City Contracts ((Rev. 1/25 [v.2])**. The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to City.

2. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work, if any, to be received by Contractor under this Agreement.

3. No Third-Party Beneficiaries

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

4. Contractor's Interaction with the Media; Publicity

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

5. Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

6. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

7. Entire Agreement

This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8. Counterparts/Electronic Signature

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

9. Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by:

- a. Standard Provisions for City Contracts (Attachment A)
- b. Fee Schedule (Attachment B)

(Signature Page to Follow)

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

**CITY OF LOS ANGELES**, by and through its  
Department of Public Works  
Bureau of Street Lighting

**NBS GOVERNMENT FINANCE  
GROUP**

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

By: \_\_\_\_\_  
Steve Kang  
President  
Board of Public Works

By: Sara Mares  
Sara Mares  
Chief Operating Officer  
NBS' Authorized Signer

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

Date: 12/17/2025

**APPROVED AS TO FORM:**

Hydee Feldstein Soto, City Attorney

**ATTEST:**

Patrice Y. Lattimore, City Clerk

By: \_\_\_\_\_  
Tanea Ysaguirre  
Deputy City Attorney

By: \_\_\_\_\_  
City Clerk

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

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

City Business Tax Registration Certificate Number: 493270-0002-0  
Internal Revenue Service Taxpayer Identification Number: 33-0712512  
Agreement Number: \_\_\_\_\_

# **EXHIBIT A**

## **ENGINEER'S REPORT FOR THE CITY OF LOS ANGELES BUREAU OF STREET LIGHTING**



REGARDING STREET LIGHTING MAINTENANCE ASSESSMENTS IN THE

**XYZ**  
LIGHTING DISTRICT

IN CONFORMANCE WITH PROPOSITION 218

PREPARED **August 13, 2020**

Project ID No. **xxxx**

**CITY OF LOS ANGELES  
BUREAU OF STREET LIGHTING**

**ENGINEER'S REPORT**

**Subject:** Description of how the City finances the cost of street lighting operation and maintenance, how these assessments were calculated, and how this complies with Section 4 of Proposition 218, Article XIII D of the California Constitution, in regards to the subject street lighting maintenance assessment district(s).

**Abstract:** The Bureau of Street Lighting, for the Board of Public Works, administers and operates the street lighting system of the City. This includes managing the financing of the system. By Council Policy, about 80% of the streetlights are financed through street lighting maintenance assessments to benefiting properties, and the rest through the LADWP.

Proposition 218, section 4 (b), requires that "...All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California..." It further requires in section 4 (f) that "...in any legal action contesting the validity of any assessment, the burden shall be on the agency to demonstrate that the property or properties in question receive a special benefit over and above the benefits conferred on the public at large and that the amount of any contested assessment is proportional to, and no greater than, the benefits conferred on the property or properties in question..."

The purpose of this report is to respond to the specific requirements of Proposition 218 and State law, for the subject street lighting maintenance assessment district(s) – Diagram with City page number #####

**Prepared by:** \_\_\_\_\_  
Xxxxxxx Xxxxxxx, Prop. 218 Compliance Section St. Ltg. Engr. Associate II

**Approved by:** Ruben Flamenco, P.E., Division Engineer, Street Lighting Assessment Division,  
Bureau of Street Lighting

R.E. NO. \_\_\_\_\_ Date \_\_\_\_\_

## CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Summary	3
Street Lighting Types and Financing	3
How Street Lighting Maintenance Assessments are Calculated	4
Equivalent Dwelling Unit Rates	5
Benefit Zones (assessment Rates)	7
Adjustment Factors	8
Specifications For The Operation of Street Lighting Maintenance Assessment District(s)	10
Data Entry Sheet(s)	11

### Refer to the Report of the Board of Public Works For The Following Transmittals

1. Ordinance(s) of Intention for the Proposed Assessment District(s)
2. Assessment Diagram(s) for the Proposed Assessment District(s) – City page number #####
3. Assessment Roll(s) for the Proposed Assessment District(s)

## SUMMARY

---

This engineer's report will explain the methodology for the calculation of the street lighting operation and maintenance assessments, the City's policy between special and general benefit and information about the subject project.

## STREET LIGHTING TYPES AND FINANCING

---

There are three types of street lighting in the City of Los Angeles, each with different purposes, physical characteristics and financing modes. The following is a brief description of each:

- A. SPECIAL BENEFIT** is the direct street lighting benefit to a property, and to its owner or users, based on the existence of the nearby street lighting systems that is designed to illuminate the roadway and sidewalk adjacent to the specific property at night. When there is a single streetlight in front of or near the property in question, there is special benefit to the extent that the roadway and sidewalk are illuminated, notwithstanding that the street lighting system for the block is incomplete. Proposition 218 allows the assessment of properties which receive special benefit, to the extent that the assessment is not greater than the reasonable cost of the proportional special benefit conferred on those parcels.

Special Benefit street light systems are permanent streetlight systems designed to meet City standards of illumination which provide special benefit to nearby properties. These are generally systems with steel or concrete poles, underground wiring, intended to be part of a complete system providing a designed level of illumination and uniformity on the roadway and sidewalk areas. These systems are generally installed through either, assessments to nearby benefiting properties, grants or through requirements on private developments, and are owned by the Department of Public Works. The financing of their entire costs of operation and maintenance is through the annual assessment of nearby properties that are determined to receive special benefit. All general benefits, if any, to the surrounding community and public in general from these special benefit streetlight systems are intangible and are not quantifiable.

**B. GENERAL BENEFIT** is defined as a benefit to properties in the surrounding community or a benefit to the public in general resulting from the improvements, activities or services to be provided by the assessment levy. These benefits include the benefit from street lighting systems for locations that do not benefit specific properties, as well as interim lighting for minimal traffic safety on wooden power poles and permanent lighting at intersections with mast arm or traffic vehicular heads. Any special benefit from these lights will be intangible and not quantifiable in relation to their General Benefit use. Proposition 218 requires the City to finance general benefit costs from other than property assessments. These costs are financed from public funds.

General Benefit lighting systems are permanent street light system and which illuminate vehicular and pedestrian bridges and tunnels; intersections with mast arm or traffic vehicular heads; and other locations where there are no adjacent or nearby properties which receive direct, special benefit. These are part of a complete system for the structure, or street, providing a designed level of illumination and uniformity on the roadway and sidewalk areas. The financing of their entire costs of operation and maintenance is through public funds and/or Department of Water and Power funds. These systems are generally installed with public funding, and owned by the Department of Public Works.

**C. UTILITARIAN LIGHTING** is a general benefit type of street lighting that is installed, operated and maintained by the Department of Water and Power. These lights are mounted on wooden power poles, and do not have a designed average level of uniformity or illumination. These lights are considered interim, minimal safety lighting for specific locations where there are no permanent street lighting systems. The costs of operation are financed through the Department of Water and Power. However, for "continuous utilitarian lighting" systems, or "continuous alley lighting", the lighting benefit associated with these systems exceeds standard lighting requirements, therefore these special systems are considered as systems with a special benefit component.

## HOW MAINTENANCE ASSESSMENTS ARE CALCULATED

---

Based on Council Policy, Los Angeles Administrative Code, annual City Budgets, and assessment proceedings, assessments are for the total estimated amount of the cost of operation and maintenance.

**All costs of street lighting maintenance and operation for the subject lighting systems deemed as special benefit are to be assessed - none are to be financed with public funds.**

The total estimated amounts of revenues and operating costs for previously assessed parcels are shown in the annual reports for the Los Angeles City Street Lighting Maintenance Assessment District (LACLD). The assessment rates are based on these estimates, which rely on actual costs for previous years, and on historic relationships between the different rates.

Proper maintenance and operation of the streetlight infrastructure benefits all properties within the District by providing security, safety, and community character and vitality.

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 statewide ballot and added Article XIII D to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIII D provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties, which benefit from the improvements, be assessed.

## METHODOLOGY

The process of determining maintenance assessments for each parcel is based on evaluating three areas of calculation which are relative to the amount of special benefit received. These areas of calculation are: equivalent dwelling units (EDU), benefit zones (rates), and adjustment factors.

### Assessment Calculation for a Parcel

$$\text{Assessment Cost} = (\text{Equivalent Dwelling Units}) \times (\text{Benefit Zone Rate}) \times (\text{Adjustment Factor})$$

Where,  $\text{Adjustment Factor} = (\text{Benefit Factor}) \times (\text{Partial Lighting Factor}) \times (\text{Lot Shape Factor})$

The following section explains each area of calculation in more detail:

### EQUIVALENT DWELLING UNITS

The calculation will take into account the different land uses on the properties for comparative purposes. (E.g. A vacant property vs. a multiple family property vs. a commercial property.)

**The medium density single-family residential parcel has been selected as the basic unit for calculation of assessments;** therefore, the medium density single-family residential parcel is defined as one (1) Equivalent Dwelling Unit (EDU). The calculation methodology developed relates all other land uses, and their respective lot sizes, to the medium density single-family residential land use. The determination of the EDU takes into account two factors in relation to a SFR: land use, and the lot size.

Land Use of the parcel The EDU is adjusted in accordance with the land use of the property. The factor assigned is related to the approximate use or trips generated for a particular property type. For example, multiple family residences, with many dwelling units, will have more use of the property and of a street lighting system, compared to SFR. Similarly, vacant properties and agricultural properties of similar size, will have less use and benefit, compared to SFR. The land use adjustment determines the proportional special benefit that the parcel derives from the use of the street lighting system within the vicinity.

Size of the parcel One of the factors in determining the EDU of all properties is evaluating the size of a parcel compared to the average lot size of a medium density SFR. Based on an analysis of all of the properties within the City of Los Angeles, it has been determined that the average medium SFR lot size is approximately 7,000 to 8,000 sq. ft. From this same data, the EDU conversion factor is adjusted proportionally with respect to various land use distributions across eight lot size categories. They are: less than 0.1 acres, 0.1 to 0.2 acres, 0.2 to 0.4 acres, 0.4 to 0.8 acres, 0.8 to 1.5 acres, 1.5 to 3.0 acres, 3.0 to 6.0 acres, and greater than 6.0 acres.

Table 1, on the following page, summarizes the EDU conversion factors for various land uses and their respective lot sizes.

**TABLE 1 - EQUIVALENT DWELLING UNIT (EDU)**

LAND USE		ACREAGE								
		< 0.1	0.1-0.2	0.2-0.4	0.4-0.8	0.8-1.5	1.5-3.0	3.0-6.0	> 6.0	
RESIDENTIAL	SINGLE FAMILY	0.75	1	1.25	1.5	1.75	2	2.25	2.5	
	MULTI-FAMILY APARTMENTS, CONDOS, PRIVATE COMMUNITIES	2 - 4 units	1.5	1.75	3.25	5.5	8	11	14	18
		5 - 15 units	1.75	2	3.75	6.25	9	13	15	21
		16 - 25 units	2	2.5	4.5	7	10	15	17	25
		26 - 50 units	2.5	3	5	8	11.5	17	19	30
		> 50 units	3	4	6	9.5	13	19	25	40
NON-RESIDENTIAL	COMMERCIAL INSTITUTION GOVERNMENT	0.75	1.25	2	4	6	11.5	20	40	
	INDUSTRIAL UTILITY	0.5	1	1.25	2.25	4	7	10	25	
	MOBILE HOME PARKS	0.35	0.75	1	1.75	3	4.25	7.5	15	
	VACANT AGRICULTURE	0.25	0.5	0.75	1.25	1.75	3.5	4.5	8	

**RESIDENTIAL**

Residential properties include single family residential parcels and multiple family residential parcels.

- Single Family Residential (SFR) Parcels: All SFR parcels with lot sizes equal to 0.1 acre, and up to 0.2 acre, are considered medium density SFR, and are assigned the value of 1 equivalent dwelling unit (EDU).
- Multi-Family Residential (MFR) Parcels: The equivalencies of multi-residential land uses, such as apartments, condominiums, and private communities, are calculated based on their respective population densities (dwelling units to lot size), and their residential land uses as they relate to the medium-density SFR. These factors are derived from trip generation rates and estimated wastewater usage, which are both related to population density and usage.

**NON-RESIDENTIAL**

Non-residential properties include commercial, government, institutional (such as schools, churches and hospitals), industrial, utility, mobile homes, parks, vacant lots, and agricultural.

- Vacant and agricultural properties consist of parcels with few or no improved structures. Utilization of vacant property is significantly less than improved property, therefore receive substantially less lighting benefit.

**BENEFIT ZONES (RATES)**

Benefit Zones are used to differentiate between the different types of lighting services each parcel receives. These zones indicate the type of lighting system used (i.e. ornamental, modern, pedestrian, etc.), as well as the location where the lighting system will be installed (i.e. arterial, residential, etc.)

Each benefit zone will have a specific assessment rate associated with it. The rates associated with these zones have been set in accordance to the Bureau's current maintenance district. These rates include costs for energy, maintenance, administration and eventual replacement.

The assessment each parcel receives will be relative to the proportioned benefit received from each benefit zone. Parcel receiving benefit from multiple lighting systems, may be included in multiple benefit zones relative to the proportioned benefit.

Zones may be adjusted due to any identified general benefit component. For parcels on corners with more than one lit side, the parcel will be zoned per the side that the property takes access. We have determined that there are seven (7) different levels of benefit within the District, and these are distinguished by different zone designations. The zones identified below are assumed to utilize energy efficient lamps. Any request for lamps that are not energy efficient or require additional maintenance will need to be evaluated and the rate will need to be adjusted accordingly.

**TABLE 2 – BENEFIT ZONE SUMMARY**

<b>BENEFIT ZONE</b>	<b>DESCRIPTION</b>	<b>RATE</b>
<b>Zone 1</b>	This zone is an ornamental lighting system on residential streets. This lighting system generally is used to illuminate the roadway and sidewalk areas.	<b>\$113.11</b>
<b>Zone 2</b>	This zone is a modern lighting system on residential streets.	<b>\$83.85</b>
<b>Zone 3</b>	This zone is a modern lighting system on arterial streets.	<b>\$186.93</b>
<b>Zone 4</b>	This zone is applied to lighting systems that require additional maintenance or energy greater than standard energy efficient lamps.	<b>\$29.59</b>
<b>Zone 5</b>	This zone is for special stand alone pedestrian electroliers on arterial streets. The lighting system provides illumination for pedestrian use only. This zone would be in addition to zone's 1, 2, 3 or 4.	<b>\$122.93</b>
<b>Zone 6</b>	This zone is for special pedestrian systems that are attached to existing roadway electroliers. This zone would be in addition to zone's 1, 2, 3 or 4.	<b>\$74.14</b>
<b>Zone 7</b>	This zone is for continuous utilitarian alley lighting. This type of lighting consists of simple 100W HPS luminaires mounted to existing wooden power poles. Standard util lighting (general benefit) is spaced no closer than 300 feet to another existing street lighting source. Continuous utilitarian alley lighting (special benefit) exceeds this standard, and may be spaced at closer intervals.	<b>\$34.46</b>

The following table provides more detail regarding the maximum assessment rates for each of the Zones:

**TABLE 3 – ASSESSMENT RATE DETAILS**

ZONE	Admin & Eng	Energy (ECA, Utility Users Tax)	Replace	Repair	Tree Trim	Total BU	Total FY 2004-05 Max \$/BU *	Total FY 2020-21**
1	\$541,745	\$ 1,175,461.83	\$450,130	\$548,859	\$120,264	34,343.44	\$82.59	\$113.11
2	\$6,008,929	\$10,636,819.25	\$4,992,757	\$6,087,840	\$1,333,943	474,857.79	\$61.20	\$83.85
3	\$2,252,888	\$ 4,622,360.97	\$1,871,902	\$2,282,474	\$500,126	84,486.29	\$136.47	\$186.93
4	\$5,967	\$ 315,887.76	\$0	\$6,045	\$0	15,182.44	\$21.60	\$29.59
5	\$205,715	\$ 536,528.47	\$170,926	\$208,416	\$45,667	13,273.31	\$89.78	\$122.93
6	\$762	\$ 297,504.72	\$14,284	\$772	\$0	6,336.65	\$54.14	\$74.14
<b>TOTAL</b>	<b>\$9,016,006</b>	<b>\$17,584,583</b>	<b>\$7,500,000</b>	<b>\$9,134,407</b>	<b>\$2,000,000</b>	<b>N/A</b>	<b>\$45,234,970</b>	<b>N/A</b>

\* The amounts of the assessments designated in the assessment roll may be increased annually, without further notice or ballot, by no more than the annual Consumer Price Index (CPI) for the Los Angeles area, as provided by the U.S. Dept. of Labor (Bureau of Labor Statistics). The annual Consumer Price Index (CPI) will be calculated from the calendar year (January 1- December 31) just prior to the assessment period affected (July 1- June 30).

\*\*Assessment Rate adjusted by 3.07% in February 2020 for the annual Consumer Price Index (CPI) for the 2019 calendar year (January 1 - December 31).

Note: Duplexes are charged 130% of the normal rate. Triplexes are charged 140% of the normal rate. Four-plexes are charged 150% of the normal rate. SFR parcels on arterial streets (zone 3) are charged 75% of the normal rate.

# EXHIBIT B

## ADJUSTMENT FACTORS

These include benefit factors, partial lighting factors, and lot shape factors. Benefit Factors will define the benefit associated with the use of the property. Partial lighting factors will define the proportion of lighting benefit received by the affected properties. Lot shape factors will provide adjustments for odd shaped lots where the available benefiting frontage is disproportionate to the relative amount of lighting benefit received (e.g. flag-lots, corner lots, etc.).

**Benefit Factors** - The EDU rates are modified by Benefit Factors that relate to how a particular land use benefits from streetlights. The amount of benefit received will vary with the different land use on the property. There are two categories from which the benefit of a parcel is derived:

1. **Security and Safety Benefit.** The prevention of crime and the alleviation of the fear of crime at the assessed properties, and the prevention of local pedestrian and traffic accidents related to the assessed properties.
2. **Community Character and Vitality Benefit.** The promotion of social interaction, promotion of business and industry, and the contribution to a positive night time visual image for the assessed properties.

To assign the benefit factors, each land use is compared to residential properties. Residential properties are the base properties and are assigned benefit factors of 1 for both the "Security and Safety Benefit" and the "Community Character and Vitality Benefit". Commercial and Parks benefit similarly to residential property and therefore are assigned the same benefit factors. Industrial and utility properties receive benefits from added security and safety, but receive little to no benefit for community character and vitality, as the nature of these properties do not promote either. Likewise, vacant and agriculture properties receive benefits from added security and safety, although not at nearly the level of a developed property, but receive little benefit from additional community character and vitality.

Table 4 on the following page provides a summary of the Benefit Factors that are applied.

**Table 4 – STREET LIGHTING BENEFIT FACTORS**

Land Use	Residential (non-arterial)	Residential (arterial)	Commercial	Institutional (schools)	Utility, Industrial	Park	Vacant, Agriculture
Security and Safety	1	1	1	1	1	1	0.5
Community Character and Vitality	1	0.5	1	0.5	0	1	0.5
Subtotal:	2	1.5	2	1.5	1	2	1
Applied Benefit Factor	1	0.75	1	0.75	0.5	1	0.5

**Partial Lighting Factors** - The EDU rates are further modified by Partial Lighting Factors that take into consideration the amount of benefiting frontage lit by the streetlights. If almost the entire frontage of a parcel is lit, then the Partial Lighting Factor is 1.0. If the frontage of a parcel is not fully lit, then a Partial Lighting Factor of 0.75, 0.50 or 0.25 will be applied depending on the percentage of frontage lit.

**Lot Shape Factors** - Lot shape factors will provide adjustments for odd shaped lots where the available benefiting frontage is disproportionate to the relative amount of lighting benefit received. For lots where the amount of lighting benefit received exceeds normal design standards, the assessment will be increased 10%. An example of this case would be corner lots with two or more benefiting sides, compared to similar shaped mid-block lots with only one benefiting side (normal configuration). For lots where the amount of lighting benefit received is less than comparable lots of similar size and land use, such as flag-lots, compound flag lots, or complex lots, they will receive assessment discounts of 25%, 50%, and 75%, respectively.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for increase. The actual annual assessment rates for each Zone will be calculated each year based on the estimated costs of operating and maintaining the street lighting system in the following fiscal year. **The funding source to repair and maintain the City of Los Angeles' general benefit lights are not included in the estimated annual budget.**

For parcels with mixed use, such as a commercial / residential combination, the benefit units are calculated for each use separately, and the higher of the two calculations will be used.

**It is our conclusion that the proposed street lighting maintenance assessments follow the methodology described above.**

## SPECIFICATIONS FOR THE OPERATION OF STREET LIGHTING MAINTENANCE DISTRICTS IN THE CITY OF LOS ANGELES FOR 2020-21

**WORK TO BE DONE.** The work and improvement to be done shall be the operation, including furnishing electric energy and timing/switching; maintenance, including lamp changing, emergency services, pole painting, fixture cleaning and glassware replacement, and rehabilitation, which includes modernization and replacement of systems; repairs, including poles, conduit, wiring and fusing, and fixtures repair and replacement; management of the funds, records, engineering, equipment approval and testing, administration and assessments, buildings, vehicles, equipment and materials; and related activities for the street lighting system designated herein under the "MAINTENANCE ASSESSMENT DISTRICT," – Diagram with City page number #####, for the fiscal year ending June 30, 2021, in accordance with the report of the Board of Public Works therefore, on file in the office of the City Clerk.

**AUTHORITY.** The said work and improvement is to be made under and is to be governed in all particulars by the Charter of the City of Los Angeles, Section 580 and other sections; the Los Angeles Administrative Code, Section 6.95-6.127; Proposition 218 (Articles XIII C and XIII D of the California Constitution), and the Ordinance of Intention to be hereafter adopted therefore.

**LIGHTING SYSTEM.** The street lighting system consists of electroliers, luminaires, and lamps, together with the necessary conduits, cables, wires and other appurtenances. Plans showing the location and description of said equipment are on file in the office of the Bureau of Street Lighting and are hereby referred to and made a part of these specifications. The properties to be benefited by the work and improvement are designated in the assessment diagrams on file in the office of the Bureau of Street Lighting, Assessment Engineering Division, and are hereby referred to and made a part of the specifications.

**OPERATION SCHEDULES.** The lighting system shall be lighted in accordance with the All Night and 1:00 a.m. schedules of operation, and minor exceptions, as agreed upon by the Department of Public Works and the Department of Water and Power, or other utility suppliers.

**ELECTRIC ENERGY.** It is contemplated that the City of Los Angeles, through its Department of Public Works, will purchase electric energy as it may deem necessary from the Department of Water and Power, or other utility suppliers, in accordance with the terms, conditions, and rates prescribed for in such services as have been agreed upon by the Board of Public Works and the utility supplier, and approved by the City Council.

**MAINTENANCE.** The Department of Public Works will itself perform the work, or will contract for certain work with the Department of Water and Power, or private companies, in providing normal maintenance for the following district(s), in accordance with the terms, and conditions as prescribed for in such services as have been agreed upon by the Board of Public Works and the supplier, and approved by the City Council.

### MAINTENANCE ASSESSMENT DISTRICT TITLE

**XYZ**  
Lighting District

**REPAIRS.** The Department of Public Works, will itself perform the repair work, or will contract for certain work with private companies, provide the materials, equipment and expense, appliances, and other appurtenances and appurtenant work necessary to repair the street lighting system. This may also require approval by the City Council.

# ATTACHMENT A

## STANDARD PROVISIONS FOR CITY CONTRACTS

**ATTACHMENT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>2</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor’s Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>
<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## 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: NBS GOVERNMENT FINANCE GROUP (dba NBS)

Date: 11/19/2025

Agreement/Reference: Proposition 218 Assessment Database and Documentation

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 LA is required to be named as an additional insured

\$1,000,000

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)

\$1,000,000

**Professional Liability** (Errors and Omissions)

\$1,000,000

Discovery Period 12 months After Completion of Work or Date of Termination

**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 the contract price

**Crime Insurance**

\_\_\_\_\_

**Other:** Sent to Evalinda Pena @ PW Bureau of Street Lighting

2nd Amendment and Restated Supplemental Agreement- (C-138383)

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

## ATTACHMENT B

### FEE SCHEDULE

<b>TASK 1 – Identify parcels (550,000+) Attributes &amp; Recommend Timing</b>	<b>- \$30,850</b>
<b>TASK 2 – Prepare Engineer Report &amp; Make Recommendations (including General Benefit Factor)</b>	<b>- \$66,200</b>
<b>TASK 3 – Calculate New Assessment Rates for Parcels (550,000+)</b>	<b>- \$22,900</b>
<b>TASK 4a – Evaluate &amp; Update Assessment Factors for Parcels (500,000+)</b>	<b>- \$21,150</b>
<b>TASK 4b - Assessment Database Software Set-up &amp; Provide Training</b>	<b>- \$56,950</b>
<b>TASK 5 - Design Ballot, Prepare Resolutions, and Provide Training</b>	<b>- \$88,900</b>
<b>TASK 6 - Polling Service, Public Outreach Service, &amp; Supporting Svc</b>	<b>- \$1,088,609</b>
<b>TASK 7 - Outreach Coordination</b>	<b>- \$7,500</b>
<b>TASK 8 - Update Engineer’s Report</b>	<b>- \$24,500</b>
<b>TASK 9 - Guidance and Strategic Consulting</b>	<b>- \$65,000</b>

**TOTAL**

**\$1,472,559**

BOARD OF PUBLIC WORKS  
MEMBERS

GREG GOOD  
PRESIDENT

AURA GARCIA  
VICE PRESIDENT

DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

JESSICA CALOZA  
COMMISSIONER

M. TERESA VILLEGAS  
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

BPW-2026-0021  
OFFICE OF THE  
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

April 9, 2021

BPW-2021-0173

The Honorable Mayor Garcetti  
City Hall – Room 320  
Los Angeles, CA 90012  
Attn: Heleen Ramirez

**CONTRACT AWARD - NBS - DATABASE SOFTWARE**

As recommended in the accompanying report from the Directors of the Bureaus of Street Lighting and Contract Administration, which this Board has adopted – as amended, the Board of Public Works (Board) recommends that the Mayor:

1. AUTHORIZE the Board of Public Works to execute and award this contract to NBS for a database software that will complete the calculation of updated street lighting maintenance assessments for over 550,000 parcels and make recommended changes to Proposition 218 related documents to position the Bureau to conduct a citywide mail in ballot process. The total cost of the contract is \$245,000; and
2. AUTHORIZE the President or two commissioners to sign and execute the contract, upon approval of the Mayor's Office.

(W.O. L0700003)

Sincerely,

DR. FERNANDO CAMPOS,  
Executive Officer, Board of Public Works

FC:lc



\*Amended to revise Article D, Paragraph/Part 6 on Page 12 of Transmittal No. 3  
(See Supplemental Attachment- Proposed Contract) to change the notification  
period from 24 hours to 72 hours in the second sentence.

3PW-2021-0173

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION

AS AMENDED\*

JOINT REPORT NO. 1

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California


DATE

APR 09 2021

CD/s: ALL

AND REFERRED TO THE MAYOR

Honorable Board of Public Works  
of the City of Los Angeles

  
Executive Officer  
Board of Public Works

**AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICE CONTRACT TO NBS  
TO COMPILE A DATABASE THAT WILL COMPLETE THE CALCULATION OF OVER  
550,000 PARCELS AND REVIEW AND MAKE RECOMMENDED CHANGES TO  
PROPOSITION 218 RELATED DOCUMENTS W.O. L0700003**

---

## RECOMMENDATIONS

That the Board of Public Works (Board):

1. Approve and forward this report with transmittals to the Mayor requesting that the President or two Commissioners of the Board of Public Works be authorized to execute and award this contract to **NBS** for a database software that will complete the calculation of updated street lighting maintenance assessments for over 550,000 parcels and make recommended changes to Proposition 218 related documents to position the Bureau to conduct a Citywide mail in ballot process. The total cost of the contract is **\$245,000**.
2. Upon the Mayor's approval, that the President or two Commissioners execute this contract

## TRANSMITTAL

1. Copy of the Board Report Adopted September 11, 2020, authorizing the Bureau of Street Lighting to release a Request for Proposal and to negotiate the referenced contract.
2. Copy of the Request for Proposal (RFP) for Proposition 218 Assessment Database / Software and Document Preparations.
3. Copy of the proposed Personal Service Contract with NBS. The originals will be delivered to the Board of Public Works when the Bureau of Street Lighting has been notified that the contract is ready for execution.

**DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION**

**JOINT REPORT NO. 1**

**DATE**

**PAGE 2**

**DISCUSSION**

On September 11, 2020, the Board of Public Works authorized the Bureau of Street Lighting to release a Request for Proposal (RFP) for a detailed plan for Proposition 218 assessment database software and related document preparations.

This RFP will provide a detailed plan on initiating and processing ballot proceedings of approximately 550,000 parcels that will incorporate an inflation index into the existing Bureau of Street Lighting's maintenance assessment fund.

This RFP will include, but is not limited to, a complete detailed document that must address the following Tasks:

Task 1: Identifying Attributes related to Assessment for Parcels (550,000+) – Contractor shall recommend how the 550,000 parcels will be broken down into districts, sections, and subgroups for identification purposes.

Task 2: Engineer Report – Contractor shall prepare an Engineer's Report and make recommendations to the City's Land Use Methodology including Equivalent Dwelling Units (EDU's), Benefit Zone Rates, and Adjustment Factors. Contractor shall also review the City's current proposal for a General benefit factor (GBF) for major / arterial streets and non-arterial streets.

Task 3: Calculating New Assessment Rates for Parcels (550,000+) – Contractor shall calculate new assessment rates for ~ 550,000 parcels by applying our Land Use Methodology via a database / software reflecting changes in Task 2.

Task 4: Evaluate and Update Assessment Factors for Parcels (550,000+) – Contractor shall use results from Task 3 and provide recommendations on how current rates should be revised to collect a revenue amount to pay for BSL's maintenance and operations. Contractor shall create a database / software such that new rates may be tabulated and whereas the database / software may be used to create queries for benefit zones and parcel ownership information. This information will be used in Task 5.

Task 5: Design and Ballot Process – Contractor shall recommend a new specialized ballot design where each ballot is individually identified with a QR (Quick Response) Code or serial number and may be tabulated.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

DATE

PAGE 3

The RFP (Transmittal No. 2) was posted on the City's Business Assistance Virtual Network website. A mandatory pre-proposal virtual conference was conducted on October 20, 2020. The virtual conference was attended by two (2) potential proposers. We received one (1) Proposal from **NBS** by the November 6, 2020 deadline.

**NBS** submitted a proposal in the amount of **\$245,000**. The Proposer (**NBS**) was evaluated in accordance with the specifications of the RFP. An initial interview with **NBS** was conducted on December 17, 2020 and a follow-up interview with **NBS** was conducted on January 14, 2021.

A three (3) member selection committee consisting of BSL Management and key staff was formed to review the Proposal and interview **NBS**.

**SELECTION PROCESS**

The following criteria was used in evaluating **NBS'** Proposal to determine if they are deemed qualified for the successful performance of the type of work included in this project.

The selection committee evaluated the Proposal according to the following criteria:

**Stage 1 – Proposal Evaluation Criteria**

**Methodology and Work Plan..... 25 points**

- Written proposals will be evaluated for understanding of the issues involved with this RFP.
- The methodology and proposed work plan will be evaluated for how well they address the fourteen (14) items found in the "Discussion" above and the "Scope of Work" section in the RFP.
- The work plan will also be evaluated for how well all tasks can be achieved in the four month (120 days) term of the contract.

**Comparable Experience..... 30 points**

- Proposers will be evaluated on experience in the assessment process and knowledge of the Proposition 218 requirements.
- Proposers will be evaluated on experience in performing public outreach.

**Evaluation of Key Personnel. .... 15 points**

- The relevant experience of the individuals to be assigned to the project should be clearly set forth.
- The commitment of key staff members should be set forth in terms of number of hours devoted to the project by task.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

DATE

PAGE 4

- The Bureau reserves the right to have the selected proposer replace any project personnel. In addition, the Bureau reserves the right to approve in advance any changes in personnel or level of commitment to the project

**Fee for Service ..... 30 points**

- The proposed fee should be a fixed fee and should be reasonable and competitive.
- The proposed fee should include staff costs, overhead, supplies, materials, any sub-proposers, and any other project costs.
- The staff costs should be broken down to identify the category of personnel, estimated hours, rate per hour, and total cost.
- Any additional work to the scope of work requested should be quantified separately.

<b>Stage 1 – Proposal Evaluation Score</b>
--

<b>100 points</b>
-------------------

**Stage 2 - Interview Evaluation Score**

The interview(s) consisted of a brief Proposer presentation, and a question and answer discussion session.

**Project Team, Qualifications, Organization, and Experience.....50 points**

- Project organization structure and lines of communication with Project team, subcontractors, City, Program Manager, and approving agencies.
- Capability of proposer to advise the Bureau on all aspects of mailing out the assessment ballots for the 550,000+ parcels.

**Project Understanding and Approach to Addressing Issues.....50 points**

- Understanding of and approach to addressing, resolving, or mitigating issues.
- Proposed work plan and schedule.

<b>Stage 2 – Interview Evaluation Score</b>
---

<b>100 points</b>
-------------------

The total of the Proposal Evaluation Score and the Interview Evaluation Score will determine the Total Evaluation Score.

<b>Total Possible Evaluation Points</b>
---

<b>200 points</b>
-------------------

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

DATE

PAGE 5

The Bureau of Street Lighting recommends that the contract (Transmittal No. 3) be awarded to NBS based on the evaluation of their Proposal and interview(s).

RANK	PROPOSER	TOTAL SCORE (AVERAGE PER RATER)
1	NBS	195

**NBS** submitted a Proposal that indicated a thorough working knowledge of assessment districts and experience with Proposition 218 and large ballot proceedings with municipalities throughout the State of California. **NBS'** Proposal and interview were very comprehensive and well-presented. **NBS** demonstrated an in-depth insight into the assessment services and the potential public relation needs and preparatory work that is required for our described endeavor.

**TERMS OF CONTRACT**

The entire scope of work shall be completed within four months (120 days) from the date of execution.

**LOCAL BUSINESS PREFERENCE (LBP) PROGRAM**

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm.

Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

**NBS** was not certified as a LBE firm at the time of their proposal submission, and therefore was not awarded additional points. **NBS** did not identify any other subcontractors on their proposal.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

DATE

PAGE 6

**BUSINESS INCLUSION PROGRAM (BIP)**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian Gay Bisexual Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of City contracts. At the time of distribution of the RFP for these services, the City established anticipated participation levels for this contract of eighteen percent (18%) MBE, four percent (4%) WBE, twenty five percent (25%) SBE, eight percent (8%) EBE, and three percent (3%) DVBE, based upon the potential areas of work on this project which may be subcontracted. Currently, the LGBTBE certification is not required as part of the BIP Outreach, but it is tracked for statistical tracking purposes.

In order to be deemed responsive, proposers were required to submit BIP documentation as described in the RFP and to successfully complete the indicators of the BIP Outreach requirements. After a detailed review and evaluation by the Office of Contract Compliance (OCC) of the BIP Outreach documentation submitted, **NBS** was found to be **responsive** in successfully completing their BIP requirements.

**NBS** originally listed themselves on their Schedule A for sub-participation credit as an SBE. However, they were not qualified for SBE credit, and they did not list any other subcontractors on their proposal. Therefore, **NBS** pledged 0% MBE, 0% WBE, 0% SBE, 0% EBE, 0% DVBE, and 0% OBE.

**COMPLIANCE WITH STANDARD CITY REQUIREMENTS**

**NBS** shall be required to comply with the following provisions:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit

**DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION**

**JOINT REPORT NO. 1**

**DATE**

**PAGE 7**

- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- First Source Hiring Ordinance
- City Contractor's Use of Criminal History for Consideration of Employment Applications
- Iran Contracting Act 2010

**CONTRACTOR RESPONSIBILITY ORDINANCE**

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, LA.AC.). Failure to comply with all requirements specified in the Ordinance may render this bidder's contract subject to termination pursuant to the conditions expressed therein.

**CONTRACTOR PERFORMANCE EVALUATION**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contract. The reports are kept on file for reference by other City departments and agencies.

**CONTRACT ADMINISTRATION**

The responsibility for the administration and management of this contract will be with the Bureau of Street Lighting.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

DATE

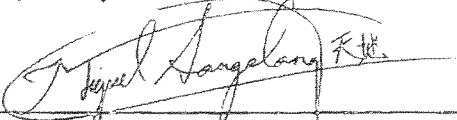
PAGE 8

**STATUS OF FUNDING**


Funds for this contract in the amount of \$245,000 is currently available in the Street Lighting Maintenance Assessment Fund (SLMAF) No. 347, Department No. 50, Assessment District Analysis Appropriation Unit No. 50RLOO.


The contract contains a "Financial Liability Clause" which states "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Respectfully submitted,

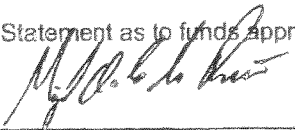
  
\_\_\_\_\_  
Miguel Sangalang, Director  
Bureau of Street Lighting

Compliance Review performed  
and approved by:

*for*   
\_\_\_\_\_  
Lynda McGlinchey, Program Manager II  
Bureau of Contract Administration

  
\_\_\_\_\_  
John L. Reamer, Jr., Director  
Bureau of Contract Administration

Statement as to funds approved by:

  
\_\_\_\_\_  
Miguel De La Peña, Director  
Office of Accounting  
SLMAF No. 347, Dept. No. 50, District Analysis  
Appropriation Unit No. 50RLOO - \$245,000 *line* 2/24/2021

Date: 02/24/2021

L:\\$Prop218\RFP 9-11-20\RFP Award Board Report 2-17-2021

# CONTRACT SUMMARY SHEET

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

DATE: 5/27/21

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Public Works - Bureau of Street Lighting

CONTACT PERSON: Ruben Flamenco PHONE: (213) 847-1431

CONTRACT NO.: C-138383

COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_

DATE

APPROVED BY BPW: 5/12/21

DATE

NEW CONTRACT X  
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_  
AMENDMENT \_\_\_\_\_

CONTRACTOR NAME: NBS GOVERNMENT FINANCE, INC.

TERM OF CONTRACT: 6 MONTHS THROUGH: \_\_\_\_\_

TOTAL AMOUNT: \$245,000

### PURPOSE OF CONTRACT:

Personal Services Contract for a database software that will complete the calculation of updated street lighting maintenance assessments for over 550,000 parcels and make recommended changes to Prop 218 related documents to position the Bureau to conduct a citywide mail in ballot process.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
NBS GOVERNMENT FINANCE, INC.  
AND  
CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING (“BSL”)  
FOR  
PROPOSITION 218 ASSESSMENT DATABASE AND DOCUMENT  
PREPARATIONS**

**Said Agreement is Number**           C-138383

## Professional Services Agreement

### Table of Contents

1. AGREEMENT	3
2. ARTICLE A – NOTICES AND TERMS	4
3. ARTICLE B – SCOPE OF WORK	5
4. ARTICLE C – COMPENSATION, PAYMENT, AND INVOICING	8
5. ARTICLE D – DATA SECURITY AND PRIVACY	10
6. ARTICLE E – REPRESENTATIONS AND WARRANTIES	15
7. ARTICLE F – STANDARD PROVISIONS FOR CITY CONTRACTS	15
8. ARTICLE G – MISCELLANEOUS	16
9. SIGNATURE PAGE	18

#### EXHIBITS

Exhibit A – Engineer Report

Exhibit B – Adjustment Factors

#### ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 10/17 [v.3])

Attachment B – Fee Schedule

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND  
NBS GOVERNMENT FINANCE GROUP, INC.**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through its **Department of Public Works / Bureau of Street Lighting** ("Department" or "BSL"), and **NBS Government Finance Group, Inc.**, ("Contractor"), licensed to do business in the state of California, with reference to the following:

**RECITALS**

1. WHEREAS, City has a need for Contractor to provide a complete detailed document and database software that will complete the assessment calculation for 550,000+ parcels and prepare an Engineer's Report and Proposition 218 related documents; and
2. WHEREAS, services to be provided by the Contractor are of an expert and technical nature and are temporary and occasional in character; and
3. WHEREAS, on September 16, 2020, the City issued a Request for Proposals ("RFP") under Charter Section 372, seeking qualified businesses to perform the above-referenced services and found that Contractor possessed the required qualifications and experience to provide the type of service required by the City; and
4. WHEREAS, Contractor has represented that it has the necessary equipment and staff possessing sufficient competence, knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City with respect to the Agreement; and
5. WHEREAS, City and Contractor wish to enter into an Agreement pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:

## ARTICLE A – NOTICES AND TERM

### 1. Representatives of the Parties and Service of Notices

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

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

Ruben Flamenco, [ruben.flamenco@lacity.org](mailto:ruben.flamenco@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 South Broadway, Suite 200  
Los Angeles, CA 90015

With copies to:

Kerney Marine, [kerney.marine@lacity.org](mailto:kerney.marine@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 South Broadway, Suite 200  
Los Angeles, CA 90015

James Quigley, [james.quigley@lacity.org](mailto:james.quigley@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 South Broadway, Suite 200  
Los Angeles, CA 90015

The representative of Contractor will be:

Michael Renter,  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592

Sara Mares, [smares@nbsgov.com](mailto:smares@nbsgov.com)  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592

- b. Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- c. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Article I, within five (5) business days of said change.

2. Time of Performance

The term of this Agreement shall commence on **June 14, 2021**, and will end on **December 10, 2021**, subject to the termination provisions herein and availability of City budgeted funds.

3. Ratification Clause

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

**ARTICLE B – SCOPE OF WORK**

1. As directed by City, Contractor agrees to provide the following:

**Task 1 – Identifying attributes related to Assessment for Parcels**

Contractor shall determine how the 550,000+ parcels should be broken down into districts, sections and subgroups for identification purposes.

Contractor shall recommend the best time to conduct the ballot measure, and provide a timeline from initiation of the process to the completion of the ballots tabulated.

Contractor shall provide a contingency plan, which shall state the consequences and include steps that BSL must consider if a ballot measure fails.

**Task 2 – Engineer's Report**

Contractor will prepare an Engineer's Report for a ballot measure of over 550,000 parcels and review and make recommendations in regard to the City's calculation method. This will include a review of the City's current proposal for a General Benefit Factor (GBF) for major/arterial streets and non-arterial streets.

In addition, Contractor will review and make recommendations regarding the Equivalent Dwelling Units (EDU's), Benefit Zone Rates, and Adjustments Factors including Benefit Factors, Partial Lighting Factors and Lot Shape Factors. **(See Exhibit A and Exhibit B)**

Contractor shall review the City's current land use methodology and recommend changes in compliance with Proposition 218, including changes to the current General Benefit Factor for major/arterial streets and for non-major/non-arterial streets. **(See Exhibit A)**

The Engineer's Report shall include an inflationary index.

### **Task 3 – Calculating New Assessment Rates for Parcels (550,000+)**

The Contractor will take the 550,000+ parcels in existing street lighting districts and recalculate current Street lighting maintenance assessment rates with land use methodology via a database to reflect any changes completed in Task 2.

Contractor shall use the information shown below and information in Section A to calculate new Assessment Rate(s) for the 550,000+ parcels (information will be provided by the City):

- APN Number
- Lot Size/Acreage
- Land Use/Zoning
- Property Owner Mailing Information
- Street Light System (i.e. modern, ornamental, special, etc.)

A) Contractor shall evaluate, update or maintain the following in the calculation:  
**(See Exhibit A)**

- Lot Shape Category (i.e. corner, flag-lot shape, etc.)
- Parcel's Equivalent Dwelling Unit – The medium density single-family parcel has been selected as the basic unit for calculation of assessments. Therefore, the medium density single family residential parcel between 0.1 to 0.2 acres is defined as one (1) Equivalent Dwelling Unit-EDU for residential (Single-Family, Multi-Family) parcels. Similarly, the industrial/utility parcel between 0.1 and 0.2 acres is defined as (1) EDU for non-residential (commercial, institution, government, mobile homes, parks, vacant, agriculture) parcels.
- Parcel's Benefit Zone
- Parcel's Quality Factors:
  1. Security and Safety Benefit
  2. Lot Shape Factor – Lighting Benefits of oddly shaped lots.
  3. Community Character and Vitality Benefit

### **Task 4 – Evaluate and Update Assessment Factors for Parcels (550,000+)**

Contractor shall use results from Task 3 and provide recommendations on how current rates, used to determine a Parcel's Benefit Zone rate, should be revised to collect a revenue amount, provided by BSL, to pay for BSL's costs including, but not limited to, Administration, Engineering, energy, replacement cost, repair cost, tree trimming, graffiti removal, and salaries. **(See Exhibit A and Exhibit B)**

Contractor shall provide a final tally of the new assessment revenue if the ballot measure passes.

Contractor shall create a database using its D-FAST Software such that new rates can be tabulated and whereas the database can be used to create queries for benefit zones and information of Parcel ownership. This information will be used for Task 5.

The first year of licensing fees for D-FAST is included in the Contract (\$39,750 for year 1); the City has the option to continue licensing for subsequent years for a negotiable fee.

The contract includes a combined 16 hours of initial training on D-FAST and the Ballot Tabulation Module. This would be group training performed via Zoom or other web meeting platforms. Additionally, the annual license fee(s) include a combined 24 hours of ongoing D-FAST support.

## **Task 5 – Design and Ballot Process**

Contractor shall recommend revisions to BSL's pre-ballot letters, notices, maps and other related documents.

Contractor shall create a new specialized ballot design where each ballot is individually identified with a Quick Response (QR) or serial number and may be tabulated by its respective parcel information and assessment rate.

Contractor shall prepare draft resolutions and ordinances required for the ballot proceeding, including Proposition 218 balloting procedures if needed.

Contractor shall train BSL personnel on how to respond to inquiries and requests related to ballot mailings.

The first year of licensing fee(s) for the Ballot Tabulation Module is included in the Contract (\$7,750 for year 1); the City has the option to continue licensing for subsequent years for a negotiable fee.

2. Any modifications to the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both City and Contractor. If Contractor performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept said modification.

## ARTICLE C – COMPENSATION, PAYMENT, AND INVOICING

### 1. Payment Terms and Deliverables

City's total obligation under this Agreement shall not exceed **\$245,000** for the term of this Agreement for complete and satisfactory performance of the terms of this Agreement. Contractor shall bill City according to **Attachment B, Fee Schedule**.

### 2. Limitation of City's Obligation to Make Payments to Contractor.

Notwithstanding any other provision of this Agreement, 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 said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said 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 Agreement.

### 3. Invoicing

- a. Invoices and supporting documentation must be submitted via United States Mail and electronic mail to:

Annie Chau, [annie.chau@lacity.org](mailto:annie.chau@lacity.org)  
City of Los Angeles, Bureau of Street Lighting  
1149 South Broadway, Suite 200  
Los Angeles, CA 90015

- b. If indicated on the written work order, invoices shall be submitted to the specified City Department for payment of services rendered under this Agreement.
- c. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

- d. Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:
- (1) Name and address of Contractor
  - (2) Name and address of City department being billed
  - (3) Date of invoice and date service was completed
  - (4) Agreement number or authority (purchase order) number
  - (5) Description of and amount due for completed task and deliverable provided
  - (6) Discount and terms (if applicable)
  - (7) Remittance Address (if different from Contractor's address)
- e. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within thirty (30) days of service, or monthly, and will be payable to Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. Nevertheless, City will not pay any late charges, penalties, costs, fees, or interest as a result of any late payment by City. Contractor shall notify City within 10 days of the date on which Contractor has reached 80 percent of the Agreement's not to exceed amount.
- f. Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.
- g. Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

- h. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

## **ARTICLE D – DATA SECURITY AND PRIVACY**

### **1. Data Ownership**

As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor (“City Data”), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City’s benefit.

### **2. Data Protection**

- a. Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
- b. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate’s personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent

than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.

- c. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- d. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.
- e. At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been return to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, CONTRACTOR'S obligations to retain City Data during the term of this contract and following (1) final payment made by CITY, (2) the expiration of this Agreement, or (3) the termination of this Agreement, are governed by **ATTACHMENT A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**. After CONTRACTOR has retained City Data for the period(s) specified by **ATTACHMENT A, Standard Provisions for City Contract** ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to CITY, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

### 3. Compliance with Privacy Laws

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

#### 4. Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

#### 5. Data, Development, and Access-Point Location

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

#### 6. Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within seventy-two (72) hours in writing and telephonically 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. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or 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. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity protection services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

- a. Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

## 7. Firewalls and Access Controls

- a. Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
  1. Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
  2. Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
  3. Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel

## 8. Security Best Practices

Contractor shall implement the following security best practices with respect to any service provided:

- a. Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
- b. Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
- c. Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

## 9. Access Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned username and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

## 9. Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least 30 days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least 30 days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within 14 days of receipt, an audit questionnaire provided by City regarding

Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth in **Attachment A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**.

#### 10. Written Information Security Policy

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

#### 11. Change in Service

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

### **ARTICLE E – REPRESENTATIONS AND WARRANTIES**

#### 1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

### **ARTICLE F – STANDARD PROVISIONS FOR CITY CONTRACTS**

#### 1. Standard Provisions for City Contracts

Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.

2. Disclosure of Border Wall Contracting

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 et seq., “Disclosure of Border Wall Contracting.” City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

**ARTICLE G – MISCELLANEOUS**

1. Insurance

Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to **Attachment A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**. The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days’ prior written notice by the respective insurer to City.

2. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work, if any, to be received by Contractor under this Agreement.

3. No Third-Party Beneficiaries

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

4. Contractor’s Interaction with the Media; Publicity

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City’s Public Affairs staff regarding statements to the media relating to this Agreement or Contractor’s services hereunder.

5. Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

6. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

7. Entire Agreement

This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8. Counterparts/Electronic Signature

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

9. Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by **Attachment A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, followed by any other exhibits or attachments to this Agreement in the order in which they are attached

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

CITY OF LOS ANGELES, by and through its  
Department of Public Works  
Bureau of Street Lighting

NBS GOVERNMENT FINANCE  
GROUP, INC.

By:   
GREG GOOD,  
President  
Board of Public Works

By:   
Michael Rentner,  
President, Authorized Signer

Date: 5/27/21

Date: May 19, 2021

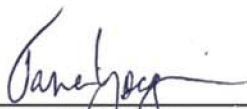
**APPROVED AS TO FORM:**

Michael N. Feuer, City Attorney

**ATTEST:**

Holly L. Wolcott, City Clerk



By:   
Tanea Ysaguirre  
Deputy City Attorney

By:   
City Clerk

Date: 5/21/21

Date: 05/27/2021

City Business Tax Registration Certificate Number \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_

Agreement Number C-138383

# **EXHIBIT A**

## **ENGINEER'S REPORT FOR THE CITY OF LOS ANGELES BUREAU OF STREET LIGHTING**



REGARDING STREET LIGHTING MAINTENANCE ASSESSMENTS IN THE

**XYZ**  
LIGHTING DISTRICT

IN CONFORMANCE WITH PROPOSITION 218

PREPARED **August 13, 2020**

Project ID No. **xxxx**

**CITY OF LOS ANGELES  
BUREAU OF STREET LIGHTING**

**ENGINEER'S REPORT**

**Subject:** Description of how the City finances the cost of street lighting operation and maintenance, how these assessments were calculated, and how this complies with Section 4 of Proposition 218, Article XIII D of the California Constitution, in regards to the subject street lighting maintenance assessment district(s).

**Abstract:** The Bureau of Street Lighting, for the Board of Public Works, administers and operates the street lighting system of the City. This includes managing the financing of the system. By Council Policy, about 80% of the streetlights are financed through street lighting maintenance assessments to benefiting properties, and the rest through the LADWP.

Proposition 218, section 4 (b), requires that "...All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California..." It further requires in section 4 (f) that "...in any legal action contesting the validity of any assessment, the burden shall be on the agency to demonstrate that the property or properties in question receive a special benefit over and above the benefits conferred on the public at large and that the amount of any contested assessment is proportional to, and no greater than, the benefits conferred on the property or properties in question..."

The purpose of this report is to respond to the specific requirements of Proposition 218 and State law, for the subject street lighting maintenance assessment district(s) – Diagram with City page number #####

**Prepared by:** \_\_\_\_\_  
Xxxxxxx Xxxxxxx, Prop. 218 Compliance Section St. Ltg. Engr. Associate II

**Approved by:** Ruben Flamenco, P.E., Division Engineer, Street Lighting Assessment Division,  
Bureau of Street Lighting

R.E. NO. \_\_\_\_\_ Date \_\_\_\_\_

## CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Summary	3
Street Lighting Types and Financing	3
How Street Lighting Maintenance Assessments are Calculated	4
Equivalent Dwelling Unit Rates	5
Benefit Zones (assessment Rates)	7
Adjustment Factors	8
Specifications For The Operation of Street Lighting Maintenance Assessment District(s)	10
Data Entry Sheet(s)	11

### Refer to the Report of the Board of Public Works For The Following Transmittals

1. Ordinance(s) of Intention for the Proposed Assessment District(s)
2. Assessment Diagram(s) for the Proposed Assessment District(s) – City page number #####
3. Assessment Roll(s) for the Proposed Assessment District(s)

## SUMMARY

---

This engineer's report will explain the methodology for the calculation of the street lighting operation and maintenance assessments, the City's policy between special and general benefit and information about the subject project.

## STREET LIGHTING TYPES AND FINANCING

---

There are three types of street lighting in the City of Los Angeles, each with different purposes, physical characteristics and financing modes. The following is a brief description of each:

- A. SPECIAL BENEFIT** is the direct street lighting benefit to a property, and to its owner or users, based on the existence of the nearby street lighting systems that is designed to illuminate the roadway and sidewalk adjacent to the specific property at night. When there is a single streetlight in front of or near the property in question, there is special benefit to the extent that the roadway and sidewalk are illuminated, notwithstanding that the street lighting system for the block is incomplete. Proposition 218 allows the assessment of properties which receive special benefit, to the extent that the assessment is not greater than the reasonable cost of the proportional special benefit conferred on those parcels.

Special Benefit street light systems are permanent streetlight systems designed to meet City standards of illumination which provide special benefit to nearby properties. These are generally systems with steel or concrete poles, underground wiring, intended to be part of a complete system providing a designed level of illumination and uniformity on the roadway and sidewalk areas. These systems are generally installed through either, assessments to nearby benefiting properties, grants or through requirements on private developments, and are owned by the Department of Public Works. The financing of their entire costs of operation and maintenance is through the annual assessment of nearby properties that are determined to receive special benefit. All general benefits, if any, to the surrounding community and public in general from these special benefit streetlight systems are intangible and are not quantifiable.

- B. GENERAL BENEFIT** is defined as a benefit to properties in the surrounding community or a benefit to the public in general resulting from the improvements, activities or services to be provided by the assessment levy. These benefits include the benefit from street lighting systems for locations that do not benefit specific properties, as well as interim lighting for minimal traffic safety on wooden power poles and permanent lighting at intersections with mast arm or traffic vehicular heads. Any special benefit from these lights will be intangible and not quantifiable in relation to their General Benefit use. Proposition 218 requires the City to finance general benefit costs from other than property assessments. These costs are financed from public funds.

General Benefit lighting systems are permanent street light system and which illuminate vehicular and pedestrian bridges and tunnels; intersections with mast arm or traffic vehicular heads; and other locations where there are no adjacent or nearby properties which receive direct, special benefit. These are part of a complete system for the structure, or street, providing a designed level of illumination and uniformity on the roadway and sidewalk areas. The financing of their entire costs of operation and maintenance is through public funds and/or Department of Water and Power funds. These systems are generally installed with public funding, and owned by the Department of Public Works.

- C. UTILITARIAN LIGHTING** is a general benefit type of street lighting that is installed, operated and maintained by the Department of Water and Power. These lights are mounted on wooden power poles, and do not have a designed average level of uniformity or illumination. These lights are considered interim, minimal safety lighting for specific locations where there are no permanent street lighting systems. The costs of operation are financed through the Department of Water and Power. However, for "continuous utilitarian lighting" systems, or "continuous alley lighting", the lighting benefit associated with these systems exceeds standard lighting requirements, therefore these special systems are considered as systems with a special benefit component.

## HOW MAINTENANCE ASSESSMENTS ARE CALCULATED

---

Based on Council Policy, Los Angeles Administrative Code, annual City Budgets, and assessment proceedings, assessments are for the total estimated amount of the cost of operation and maintenance.

**All costs of street lighting maintenance and operation for the subject lighting systems deemed as special benefit are to be assessed - none are to be financed with public funds.**

The total estimated amounts of revenues and operating costs for previously assessed parcels are shown in the annual reports for the Los Angeles City Street Lighting Maintenance Assessment District (LACLD). The assessment rates are based on these estimates, which rely on actual costs for previous years, and on historic relationships between the different rates.

Proper maintenance and operation of the streetlight infrastructure benefits all properties within the District by providing security, safety, and community character and vitality.

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 statewide ballot and added Article XIII D to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIII D provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties, which benefit from the improvements, be assessed.

## METHODOLOGY

The process of determining maintenance assessments for each parcel is based on evaluating three areas of calculation which are relative to the amount of special benefit received. These areas of calculation are: equivalent dwelling units (EDU), benefit zones (rates), and adjustment factors.

### Assessment Calculation for a Parcel

$$\text{Assessment Cost} = (\text{Equivalent Dwelling Units}) \times (\text{Benefit Zone Rate}) \times (\text{Adjustment Factor})$$

Where,  $\text{Adjustment Factor} = (\text{Benefit Factor}) \times (\text{Partial Lighting Factor}) \times (\text{Lot Shape Factor})$

The following section explains each area of calculation in more detail:

### EQUIVALENT DWELLING UNITS

The calculation will take into account the different land uses on the properties for comparative purposes. (E.g. A vacant property vs. a multiple family property vs. a commercial property.)

**The medium density single-family residential parcel has been selected as the basic unit for calculation of assessments;** therefore, the medium density single-family residential parcel is defined as one (1) Equivalent Dwelling Unit (EDU). The calculation methodology developed relates all other land uses, and their respective lot sizes, to the medium density single-family residential land use. The determination of the EDU takes into account two factors in relation to a SFR: land use, and the lot size.

Land Use of the parcel The EDU is adjusted in accordance with the land use of the property. The factor assigned is related to the approximate use or trips generated for a particular property type. For example, multiple family residences, with many dwelling units, will have more use of the property and of a street lighting system, compared to SFR. Similarly, vacant properties and agricultural properties of similar size, will have less use and benefit, compared to SFR. The land use adjustment determines the proportional special benefit that the parcel derives from the use of the street lighting system within the vicinity.

Size of the parcel One of the factors in determining the EDU of all properties is evaluating the size of a parcel compared to the average lot size of a medium density SFR. Based on an analysis of all of the properties within the City of Los Angeles, it has been determined that the average medium SFR lot size is approximately 7,000 to 8,000 sq. ft. From this same data, the EDU conversion factor is adjusted proportionally with respect to various land use distributions across eight lot size categories. They are: less than 0.1 acres, 0.1 to 0.2 acres, 0.2 to 0.4 acres, 0.4 to 0.8 acres, 0.8 to 1.5 acres, 1.5 to 3.0 acres, 3.0 to 6.0 acres, and greater than 6.0 acres.

Table 1, on the following page, summarizes the EDU conversion factors for various land uses and their respective lot sizes.

**TABLE 1 - EQUIVALENT DWELLING UNIT (EDU)**

LAND USE		ACREAGE								
		< 0.1	0.1-0.2	0.2-0.4	0.4-0.8	0.8-1.5	1.5-3.0	3.0-6.0	> 6.0	
RESIDENTIAL	SINGLE FAMILY	0.75	1	1.25	1.5	1.75	2	2.25	2.5	
	MULTI-FAMILY APARTMENTS, CONDOS, PRIVATE COMMUNITIES	2 - 4 units	1.5	1.75	3.25	5.5	8	11	14	18
		5 - 15 units	1.75	2	3.75	6.25	9	13	15	21
		16 - 25 units	2	2.5	4.5	7	10	15	17	25
		26 - 50 units	2.5	3	5	8	11.5	17	19	30
		> 50 units	3	4	6	9.5	13	19	25	40
NON-RESIDENTIAL	COMMERCIAL INSTITUTION GOVERNMENT	0.75	1.25	2	4	6	11.5	20	40	
	INDUSTRIAL UTILITY	0.5	1	1.25	2.25	4	7	10	25	
	MOBILE HOME PARKS	0.35	0.75	1	1.75	3	4.25	7.5	15	
	VACANT AGRICULTURE	0.25	0.5	0.75	1.25	1.75	3.5	4.5	8	

**RESIDENTIAL**

Residential properties include single family residential parcels and multiple family residential parcels.

- Single Family Residential (SFR) Parcels: All SFR parcels with lot sizes equal to 0.1 acre, and up to 0.2 acre, are considered medium density SFR, and are assigned the value of 1 equivalent dwelling unit (EDU).
- Multi-Family Residential (MFR) Parcels: The equivalencies of multi-residential land uses, such as apartments, condominiums, and private communities, are calculated based on their respective population densities (dwelling units to lot size), and their residential land uses as they relate to the medium-density SFR. These factors are derived from trip generation rates and estimated wastewater usage, which are both related to population density and usage.

**NON-RESIDENTIAL**

Non-residential properties include commercial, government, institutional (such as schools, churches and hospitals), industrial, utility, mobile homes, parks, vacant lots, and agricultural.

- Vacant and agricultural properties consist of parcels with few or no improved structures. Utilization of vacant property is significantly less than improved property, therefore receive substantially less lighting benefit.

**BENEFIT ZONES (RATES)**

Benefit Zones are used to differentiate between the different types of lighting services each parcel receives. These zones indicate the type of lighting system used (i.e. ornamental, modern, pedestrian, etc.), as well as the location where the lighting system will be installed (i.e. arterial, residential, etc.)

Each benefit zone will have a specific assessment rate associated with it. The rates associated with these zones have been set in accordance to the Bureau's current maintenance district. These rates include costs for energy, maintenance, administration and eventual replacement.

The assessment each parcel receives will be relative to the proportioned benefit received from each benefit zone. Parcel receiving benefit from multiple lighting systems, may be included in multiple benefit zones relative to the proportioned benefit.

Zones may be adjusted due to any identified general benefit component. For parcels on corners with more than one lit side, the parcel will be zoned per the side that the property takes access. We have determined that there are seven (7) different levels of benefit within the District, and these are distinguished by different zone designations. The zones identified below are assumed to utilize energy efficient lamps. Any request for lamps that are not energy efficient or require additional maintenance will need to be evaluated and the rate will need to be adjusted accordingly.

**TABLE 2 – BENEFIT ZONE SUMMARY**

<b>BENEFIT ZONE</b>	<b>DESCRIPTION</b>	<b>RATE</b>
<b>Zone 1</b>	This zone is an ornamental lighting system on residential streets. This lighting system generally is used to illuminate the roadway and sidewalk areas.	<b>\$113.11</b>
<b>Zone 2</b>	This zone is a modern lighting system on residential streets.	<b>\$83.85</b>
<b>Zone 3</b>	This zone is a modern lighting system on arterial streets.	<b>\$186.93</b>
<b>Zone 4</b>	This zone is applied to lighting systems that require additional maintenance or energy greater than standard energy efficient lamps.	<b>\$29.59</b>
<b>Zone 5</b>	This zone is for special stand alone pedestrian electroliers on arterial streets. The lighting system provides illumination for pedestrian use only. This zone would be in addition to zone's 1, 2, 3 or 4.	<b>\$122.93</b>
<b>Zone 6</b>	This zone is for special pedestrian systems that are attached to existing roadway electroliers. This zone would be in addition to zone's 1, 2, 3 or 4.	<b>\$74.14</b>
<b>Zone 7</b>	This zone is for continuous utilitarian alley lighting. This type of lighting consists of simple 100W HPS luminaires mounted to existing wooden power poles. Standard util lighting (general benefit) is spaced no closer than 300 feet to another existing street lighting source. Continuous utilitarian alley lighting (special benefit) exceeds this standard, and may be spaced at closer intervals.	<b>\$34.46</b>

The following table provides more detail regarding the maximum assessment rates for each of the Zones:

**TABLE 3 – ASSESSMENT RATE DETAILS**

ZONE	Admin & Eng	Energy (ECA, Utility Users Tax)	Replace	Repair	Tree Trim	Total BU	Total FY 2004-05 Max \$/BU *	Total FY 2020-21**
1	\$541,745	\$ 1,175,461.83	\$450,130	\$548,859	\$120,264	34,343.44	\$82.59	\$113.11
2	\$6,008,929	\$10,636,819.25	\$4,992,757	\$6,087,840	\$1,333,943	474,857.79	\$61.20	\$83.85
3	\$2,252,888	\$ 4,622,360.97	\$1,871,902	\$2,282,474	\$500,126	84,486.29	\$136.47	\$186.93
4	\$5,967	\$ 315,887.76	\$0	\$6,045	\$0	15,182.44	\$21.60	\$29.59
5	\$205,715	\$ 536,528.47	\$170,926	\$208,416	\$45,667	13,273.31	\$89.78	\$122.93
6	\$762	\$ 297,504.72	\$14,284	\$772	\$0	6,336.65	\$54.14	\$74.14
<b>TOTAL</b>	<b>\$9,016,006</b>	<b>\$17,584,583</b>	<b>\$7,500,000</b>	<b>\$9,134,407</b>	<b>\$2,000,000</b>	<b>N/A</b>	<b>\$45,234,970</b>	<b>N/A</b>

\* The amounts of the assessments designated in the assessment roll may be increased annually, without further notice or ballot, by no more than the annual Consumer Price Index (CPI) for the Los Angeles area, as provided by the U.S. Dept. of Labor (Bureau of Labor Statistics). The annual Consumer Price Index (CPI) will be calculated from the calendar year (January 1- December 31) just prior to the assessment period affected (July 1- June 30).

\*\*Assessment Rate adjusted by 3.07% in February 2020 for the annual Consumer Price Index (CPI) for the 2019 calendar year (January 1 - December 31).

Note: Duplexes are charged 130% of the normal rate. Triplexes are charged 140% of the normal rate. Four-plexes are charged 150% of the normal rate. SFR parcels on arterial streets (zone 3) are charged 75% of the normal rate.

# EXHIBIT B

## ADJUSTMENT FACTORS

These include benefit factors, partial lighting factors, and lot shape factors. Benefit Factors will define the benefit associated with the use of the property. Partial lighting factors will define the proportion of lighting benefit received by the affected properties. Lot shape factors will provide adjustments for odd shaped lots where the available benefiting frontage is disproportionate to the relative amount of lighting benefit received (e.g. flag-lots, corner lots, etc.).

**Benefit Factors** - The EDU rates are modified by Benefit Factors that relate to how a particular land use benefits from streetlights. The amount of benefit received will vary with the different land use on the property. There are two categories from which the benefit of a parcel is derived:

1. **Security and Safety Benefit.** The prevention of crime and the alleviation of the fear of crime at the assessed properties, and the prevention of local pedestrian and traffic accidents related to the assessed properties.
2. **Community Character and Vitality Benefit.** The promotion of social interaction, promotion of business and industry, and the contribution to a positive night time visual image for the assessed properties.

To assign the benefit factors, each land use is compared to residential properties. Residential properties are the base properties and are assigned benefit factors of 1 for both the "Security and Safety Benefit" and the "Community Character and Vitality Benefit". Commercial and Parks benefit similarly to residential property and therefore are assigned the same benefit factors. Industrial and utility properties receive benefits from added security and safety, but receive little to no benefit for community character and vitality, as the nature of these properties do not promote either. Likewise, vacant and agriculture properties receive benefits from added security and safety, although not at nearly the level of a developed property, but receive little benefit from additional community character and vitality.

Table 4 on the following page provides a summary of the Benefit Factors that are applied.

**Table 4 – STREET LIGHTING BENEFIT FACTORS**

Land Use	Residential (non-arterial)	Residential (arterial)	Commercial	Institutional (schools)	Utility, Industrial	Park	Vacant, Agriculture
Security and Safety	1	1	1	1	1	1	0.5
Community Character and Vitality	1	0.5	1	0.5	0	1	0.5
Subtotal:	2	1.5	2	1.5	1	2	1
Applied Benefit Factor	1	0.75	1	0.75	0.5	1	0.5

**Partial Lighting Factors** - The EDU rates are further modified by Partial Lighting Factors that take into consideration the amount of benefiting frontage lit by the streetlights. If almost the entire frontage of a parcel is lit, then the Partial Lighting Factor is 1.0. If the frontage of a parcel is not fully lit, then a Partial Lighting Factor of 0.75, 0.50 or 0.25 will be applied depending on the percentage of frontage lit.

**Lot Shape Factors** - Lot shape factors will provide adjustments for odd shaped lots where the available benefiting frontage is disproportionate to the relative amount of lighting benefit received. For lots where the amount of lighting benefit received exceeds normal design standards, the assessment will be increased 10%. An example of this case would be corner lots with two or more benefiting sides, compared to similar shaped mid-block lots with only one benefiting side (normal configuration). For lots where the amount of lighting benefit received is less than comparable lots of similar size and land use, such as flag-lots, compound flag lots, or complex lots, they will receive assessment discounts of 25%, 50%, and 75%, respectively.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for increase. The actual annual assessment rates for each Zone will be calculated each year based on the estimated costs of operating and maintaining the street lighting system in the following fiscal year. **The funding source to repair and maintain the City of Los Angeles' general benefit lights are not included in the estimated annual budget.**

For parcels with mixed use, such as a commercial / residential combination, the benefit units are calculated for each use separately, and the higher of the two calculations will be used.

**It is our conclusion that the proposed street lighting maintenance assessments follow the methodology described above.**

## SPECIFICATIONS FOR THE OPERATION OF STREET LIGHTING MAINTENANCE DISTRICTS IN THE CITY OF LOS ANGELES FOR 2020-21

**WORK TO BE DONE.** The work and improvement to be done shall be the operation, including furnishing electric energy and timing/switching; maintenance, including lamp changing, emergency services, pole painting, fixture cleaning and glassware replacement, and rehabilitation, which includes modernization and replacement of systems; repairs, including poles, conduit, wiring and fusing, and fixtures repair and replacement; management of the funds, records, engineering, equipment approval and testing, administration and assessments, buildings, vehicles, equipment and materials; and related activities for the street lighting system designated herein under the "MAINTENANCE ASSESSMENT DISTRICT," – Diagram with City page number #####, for the fiscal year ending June 30, 2021, in accordance with the report of the Board of Public Works therefore, on file in the office of the City Clerk.

**AUTHORITY.** The said work and improvement is to be made under and is to be governed in all particulars by the Charter of the City of Los Angeles, Section 580 and other sections; the Los Angeles Administrative Code, Section 6.95-6.127; Proposition 218 (Articles XIII C and XIII D of the California Constitution), and the Ordinance of Intention to be hereafter adopted therefore.

**LIGHTING SYSTEM.** The street lighting system consists of electroliers, luminaires, and lamps, together with the necessary conduits, cables, wires and other appurtenances. Plans showing the location and description of said equipment are on file in the office of the Bureau of Street Lighting and are hereby referred to and made a part of these specifications. The properties to be benefited by the work and improvement are designated in the assessment diagrams on file in the office of the Bureau of Street Lighting, Assessment Engineering Division, and are hereby referred to and made a part of the specifications.

**OPERATION SCHEDULES.** The lighting system shall be lighted in accordance with the All Night and 1:00 a.m. schedules of operation, and minor exceptions, as agreed upon by the Department of Public Works and the Department of Water and Power, or other utility suppliers.

**ELECTRIC ENERGY.** It is contemplated that the City of Los Angeles, through its Department of Public Works, will purchase electric energy as it may deem necessary from the Department of Water and Power, or other utility suppliers, in accordance with the terms, conditions, and rates prescribed for in such services as have been agreed upon by the Board of Public Works and the utility supplier, and approved by the City Council.

**MAINTENANCE.** The Department of Public Works will itself perform the work, or will contract for certain work with the Department of Water and Power, or private companies, in providing normal maintenance for the following district(s), in accordance with the terms, and conditions as prescribed for in such services as have been agreed upon by the Board of Public Works and the supplier, and approved by the City Council.

### MAINTENANCE ASSESSMENT DISTRICT TITLE

**XYZ**  
Lighting District

**REPAIRS.** The Department of Public Works, will itself perform the repair work, or will contract for certain work with private companies, provide the materials, equipment and expense, appliances, and other appurtenances and appurtenant work necessary to repair the street lighting system. This may also require approval by the City Council.

# ATTACHMENT A

## STANDARD PROVISIONS FOR CITY CONTRACTS

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	1
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	1
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	1
<b>PSC-4</b>	<u>Integrated Contract</u> .....	2
<b>PSC-5</b>	<u>Amendment</u> .....	2
<b>PSC-6</b>	<u>Excusable Delays</u> .....	2
<b>PSC-7</b>	<u>Waiver</u> .....	2
<b>PSC-8</b>	<u>Suspension</u> .....	3
<b>PSC-9</b>	<u>Termination</u> .....	3
<b>PSC-10</b>	<u>Independent Contractor</u> .....	5
<b>PSC-11</b>	<u>Contractor’s Personnel</u> .....	5
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	6
<b>PSC-13</b>	<u>Permits</u> .....	6
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	6
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	6
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	6
<b>PSC-17</b>	<u>Bonds</u> .....	7
<b>PSC-18</b>	<u>Indemnification</u> .....	7
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	7
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	8
<b>PSC-21</b>	<u>Ownership and License</u> .....	8
<b>PSC-22</b>	<u>Data Protection</u> .....	9

**TABLE OF CONTENTS (Continued)**

**PSC-23** Insurance ..... 9

**PSC-24** Best Terms..... 9

**PSC-25** Warranty and Responsibility of Contractor..... 10

**PSC-26** Mandatory Provisions Pertaining to Non-Discrimination in Employment..... 10

**PSC-27** Child Support Assignment Orders..... 10

**PSC-28** Living Wage Ordinance ..... 11

**PSC-29** Service Contractor Worker Retention Ordinance ..... 11

**PSC-30** Access and Accommodations ..... 11

**PSC-31** Contractor Responsibility Ordinance..... 12

**PSC-32** Business Inclusion Program..... 12

**PSC-33** Slavery Disclosure Ordinance ..... 12

**PSC-34** First Source Hiring Ordinance ..... 12

**PSC-35** Local Business Preference Ordinance ..... 12

**PSC-36** Iran Contracting Act ..... 12

**PSC-37** Restrictions on Campaign Contributions in City Elections..... 12

**PSC-38** Contractors' Use of Criminal History for Consideration of Employment Applications ..... 13

**PSC-39** Limitation of City's Obligation to Make Payment to Contractor ..... 13

**PSC-40** Compliance with Identity Theft Laws and Payment Card Data Security Standards ..... 14

**PSC-41** Compliance with California Public Resources Code Section 5164..... 14

**PSC-42** Possessory Interests Tax..... 14

**PSC-43** Confidentiality..... 15

**Exhibit 1** Insurance Contractual Requirements..... 16

## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

### **PSC-3.** Time of Effectiveness

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

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

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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

**PSC-9. Termination**

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

**PSC-10. Independent Contractor**

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

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

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

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

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

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

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

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

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

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

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

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

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

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

**PSC-17. Bonds**

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

**PSC-18. Indemnification**

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

**PSC-19. Intellectual Property Indemnification**

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

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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](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 and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**EXHIBIT 1**

**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: NBS Government Finance, Inc. - Prop 218 Assessment Database and Document Preparations

Date: 03/31/2021

Agreement/Reference: PW-Street Lighting -Identifying Attributes related to assessment, Engineer report, calculating new assessment rates, evaluate & update assessment factors, design&bidlet process, community outreach

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** At least \$2,000,000 aggregate GL coverage. "City of Los Angeles" must be named as an additional insured.

\$1,000,000

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)

\$1,000,000

**Professional Liability** (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

**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 the contract price

**Crime Insurance**

**Other:** Submitted to Ruben Flamenco @ PW-Street Lighting, 213-847-1431 on 3/31/2021

1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/insuranceForms.htm>

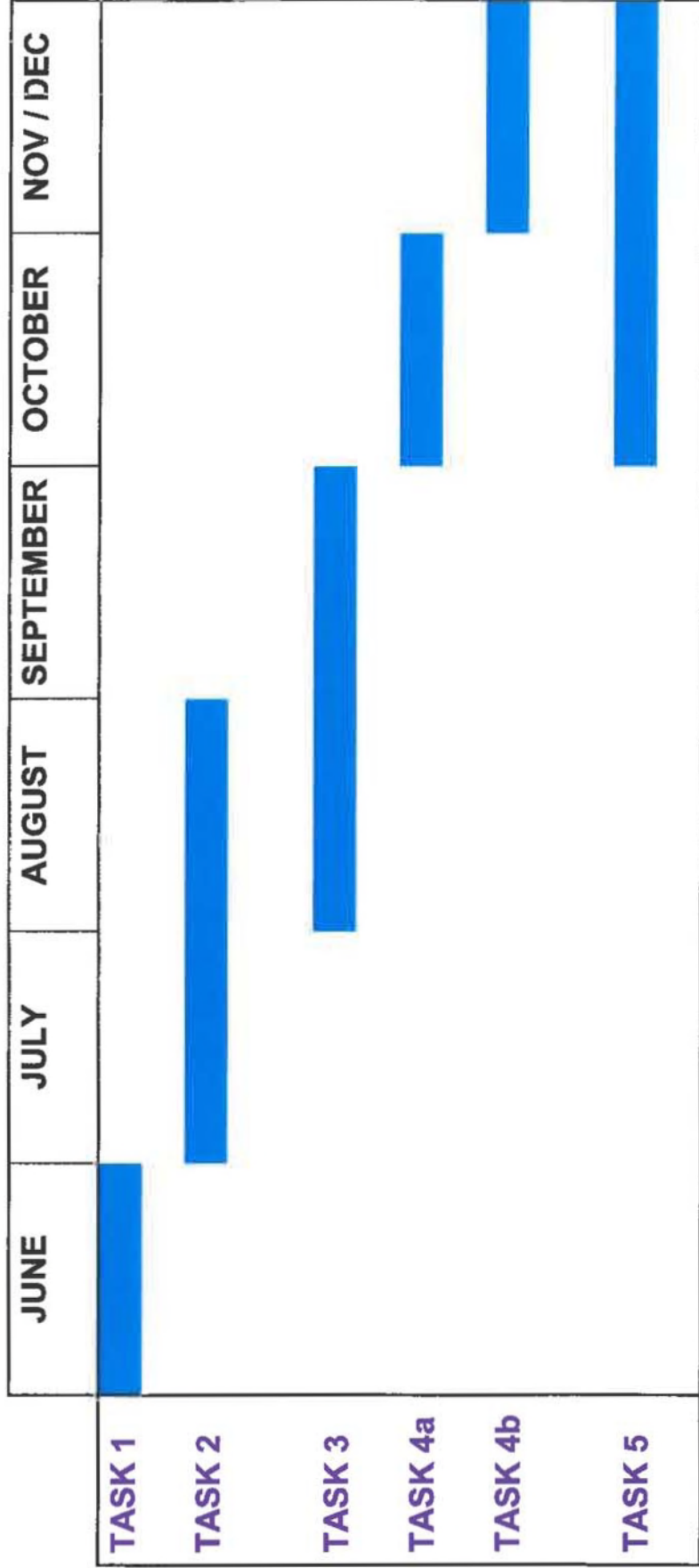
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**ATTACHMENT B**

**FEE SCHEDULE**

**NBS**

**SAMPLE PROJECT SCHEDULE**



	<b>NBS PROJECT COST DETAIL TASK PLAN</b>	<b>NBS LABOR HOURS</b>	<b>NBS PROJECT COST</b>
<b>TASK 1</b>	Identify parcels (550,000+) Attributes & Recommend Timing	190	\$30,850
<b>TASK 2</b>	Prepare Engineer Report and Make Recommendations (including General Benefit Factor)	400	\$66,200
<b>TASK 3</b>	Calculate New Assessment Rates for Parcels (550,000+)	140	\$22,900
<b>TASK 4a</b>	Evaluate and Update Assessment Factors for Parcels (550,000+)	130	\$21,150
<b>TASK 4b</b>	Assessment Database Software Set-up and Provide Training (Annual D-FAST Software Fee - \$39,750 included in the Contract for Year 1)	100	\$56,950
<b>TASK 5</b>	Design Ballot, Prepare Resolutions, and Provide Training (Annual Ballot Tabulation Module Software Fee - \$7,750 included in the Contract for Year 1)	220	\$46,950

**TOTAL:**

**\$245,000**

**ATTACHMENT B**