

0150-12984-0000

**T R A N S M I T T A L**

TO The Council	DATE 04/28/2026	COUNCIL FILE NO. 24-0634
FROM The Mayor	COUNCIL DISTRICT All	

**Proposed Agreements with multiple contractors  
to provide on-call real estate and economic development services  
for the Economic and Workforce Development Department**

Approved and transmitted for further processing. See the  
City Administrative Officer report attached.



MAYOR

(Mitch Kamin for)

MWS:SRB:02260069

# Report From OFFICE OF THE CITY ADMINISTRATIVE OFFICER Analysis of Proposed Contract

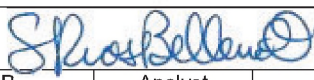
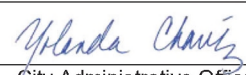
(Less than \$25,000 or Greater than \$25,000 and Less than Three Months)

To: Mayor	Date: 3/31/26	C.D. No. All	CAO File No.: 0150-12984-0000				
Contracting Department/Bureau: Economic and Workforce Development Department		Contact: Michael Cham, (213) 744-7121					
Reference: EWDD Transmittal dated March 24, 2026; supplemental information received through March 30, 2026							
Purpose of Contract: On-call real estate and economic development services							
Type of Contract: (x) New contract ( ) Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: Three years from the date of execution					
Contract/Amendment Amount: \$0 (all contracts are on-call bench contracts)							
Proposed amount \$ 0 + Prior award(s) \$ 0 = Total \$ 0							
Source of funds: N/A – funding will be identified at start of each Task Order Solicitation process							
Name of Contractor: Multiple contractors; see below							
Address: See below							
	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

## RECOMMENDATIONS

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

1. Approve the results of the 2024 Request for Qualifications establishing a pre-qualified list of 23 contractors to perform real estate and economic development services as detailed in the transmittal from the Economic and Workforce Development Department dated March 24, 2026, provided as an attachment to this report;
2. Authorize the General Manager of the Economic and Workforce Development Department (EWDD), or designee, to negotiate and execute agreements with the recommended contractors for a three-year term from the date of execution, on an as-needed basis, to perform real estate and economic development services, subject to the review and approval by the City Attorney as to form.

 SRB Analyst 0150-12984-0000	 for City Administrative Officer
--	--

## SUMMARY

In a Transmittal dated March 24, 2026 (Transmittal), provided as an attachment to this report, the Economic and Workforce Development Department (Department) requests authority to execute proposed agreements between the Department and 23 contractors (Contractors) as detailed in Attachment A to the Department's Transmittal, to provide on-call real estate and economic development services, for a contract period of three years from the date of contract execution. The contracts are on an as-needed basis to allow the Department to issue a Task Order Solicitation (TOS) to the approved contractors to secure project-specific services on an as-needed basis. Funding for each TOS will be identified at the time the TOS is issued, and may come from the Department's Contractual Services appropriation, project-specific funds, eligible grants, or other sources. Additionally, this bench list of contractors will be available for use by other City departments in need of the services described herein.

On July 2, 2024, the Council authorized the Department to release a Request for Qualifications (RFQ) to identify qualified consultants for real estate and economic development services and instructed the Department to report back with the results of the RFQ and a request for contract execution authority for the selected contractors (C.F. 24-0634). The Department released the RFQ on October 10, 2024, requesting Statements of Qualifications (SOQ) from interested parties for specific service areas, as presented below:

- |   |  |
|---|--|
| 1. Appraisal                            | 6. Planning and Historic Resources               |
| 2. Real Estate Services and Brokerage   | 7. Site, Building Feasibility, and Environmental |
| 3. Title and Escrow                     | 8. Construction Management                       |
| 4. Project Feasibility and Underwriting | 9. Collection and Foreclosure Services           |
| 5. Real Estate Development Advisor      | 10. Marketing, Outreach, Program Assessment      |

The Department scored a total of 70 SOQs over nine service areas (none were submitted for service area nine) received by the November 27, 2024 deadline from 36 contractors. Following the review and appeals process, the Department approved 36 SOQs and subsequently recommended the 23 corresponding contractors in their Transmittal. Several contractors were recommended for multiple service areas. Attachment A to the Department's Transmittal details all recommended contractors and the proposed service area(s). The contractor list is summarized below.

AECOM	HR&A Advisors	Ninyo & Moore
BAE Urban Economics	JLL	Panacea
BTI Appraisal	JOA Group	Remdax Incorporated
CBRE, Inc.	Keyser Marston Associates, Inc.	RSG
Chicago Title Company	Kleinfelder	Stantec Consulting Services Inc.
Curtis-Rosenthal Inc.	Komann Consultants	Tetra Tech
Cushman & Wakefield	Kosmont Companies	Valbridge Property Advisors
Economic & Planning Systems, Inc.	Kosmont Realty	

Pursuant to Charter Section 1022, the Personnel Department reported on April 15, 2025 that City employees do not have the expertise to perform the proposed work.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendations in this report will have no impact on the General Fund. The proposed agreements will allow for individual Task Order Solicitations (TOS) to be issued, with funding for each TOS identified at that time.

## **FINANCIAL POLICIES STATEMENT**

Execution of the proposed agreement complies with the City's Financial Policies in that budgeted funds are used for intended purposes.

*MWS:YC:VES:SRB:02260069*

Attachment

# CITY OF LOS ANGELES

CALIFORNIA

Frederick L. Jackson  
INTERIM GENERAL MANAGER



KAREN BASS  
MAYOR

**ECONOMIC AND  
WORKFORCE  
DEVELOPMENT  
DEPARTMENT**

444 SOUTH FLOWER STREET, 14<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90071

March 24, 2026

Council File No.: 24-0634  
Council District: All  
Contact Person: Blair Miller,  
(213) 473-7598

The Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
Attention: Legislative Coordinator

## **TRANSMITTAL: REQUEST FOR AUTHORIZATION TO ENTER INTO ON-CALL CONTRACTS FOR REAL ESTATE AND ECONOMIC DEVELOPMENT SERVICES**

The General Manager of the Economic and Workforce Development Department (EWDD) respectfully requests that your Office review and approve this transmittal and forward it to the City Council for further consideration.

### **SUMMARY**

On October 10, 2024, EWDD issued a Request for Qualifications (RFQ) for real estate and economic development services across 10 service areas. This report seeks authorization for EWDD to establish on-call contracts with 23 consultant firms selected based on an evaluation of the 36 responses received. Additionally, approval for EWDD and other City departments to utilize the resulting contracts on an as-needed basis is requested. No General Funds are requested in the establishment of on-call contracts.

### **RECOMMENDATIONS**

That the Council, subject to approval of the Mayor,

1. AUTHORIZE the Economic and Workforce Development Department (EWDD), or designee, to enter into on-call contracts with the proposed list of consultants, included as Attachment A, for a term of three years substantially in the form attached hereto as Attachment B, subject to approval as to form by the City Attorney and EWDD; and,

2. AUTHORIZE General Managers, or designees, of City departments to use authorized on-call contracts on an as-needed basis, subject to funding availability, in compliance with the City's contracting policies.

## BACKGROUND

On July 2, 2024, the City Council approved the EWDD report (C.F. 24-0634), dated May 21, 2024, which authorized the release of a Request for Qualifications (RFQ) to establish pre-qualified on-call contracts for real estate and economic development services, and directed EWDD to report on the RFQ results and request authorization to enter into on-call contracts for these services at that time.

EWDD released the RFQ on October 10, 2024, and later amended it on November 11, 2024, soliciting Statements of Qualifications (SOQs) from experienced consultants across ten (10) real estate and economic development service areas. Consultants were allowed to submit questions via email through October 23, 2024, with responses posted by October 30, 2024, for all applicants to review. The RFQ invited firms to submit an SOQ for one or more service areas related to real estate and economic development.

## DISCUSSION

This report requests authorization for EWDD to enter into on-call contracts with 23 consultant firms for a term of three years. It also seeks approval for EWDD and other City departments to utilize these executed contracts for real estate and economic development services on an as-needed basis.

The table below outlines the number of SOQs received and the number of firms selected per service area. Note that firms were allowed to select more than one service area and could also be selected for multiple service areas, listed in Attachment A:

Service Area	Received	Recommended
1. Appraisal and Broker Opinion of Value	8	5
2. Real Estate Services and Brokerage	8	5
3. Title and Escrow	2	1
4. Project Feasibility and Underwriting	14	6
5. Real Estate Development Advisor	16	6
6. Planning and Historic Resources	6	3
7. Site, Building Feasibility and Environmental	7	6
8. Construction Management	5	2
9. Collection and Foreclosure Services	0	0
10. Marketing, Outreach, Program Assessment/Analysis	4	2

### Evaluation and Selection Process

EWDD received 36 SOQs by the RFQ deadline of November 27, 2024, covering all service areas except Service Area 9 – Collection and Foreclosure Services, which did not receive any submissions. Individual submissions were allowed to submit SOQs for multiple Service Areas. Evaluation panels comprised of City staff reviewed and scored each SOQ based on a 100-point scale, with the following criteria:

- Qualifications and Experience – 40 points
- Key Personnel and References – 30 points
- Quality of Proposal – 30 points

The top scoring firms that are also above a minimum score of 70 out of 100 total possible points are recommended to City Council for approval to enter into on-call contracts. Selection notification letters were sent to firms on February 25, 2025. Firms were given five (5) business days to appeal, subject to the process outlined in the RFQ. EWDD received two (2) appeals from firms that were not selected for on-call contracts. Consistent with the RFQ, an appeals panel reconsidered the SOQs and deemed both appealing firms to be selected for on-call contracts, increasing the initial number of firms selected from 21 to the current recommended 23 firms.

### On-call Contracts

Similar to the City departments that currently utilize an on-call contracting system, including the Bureau of Engineering and the Department of Transportation, the authorized on-call contracts would allow City Departments to secure consultant services via a Task Order Solicitation (TOS) process. However, on-call contracts do not guarantee a minimum amount of work or compensation. Participation in an on-call contract does not obligate EWDD to assign work to any firm, nor does it require firms to accept task orders. A draft of an on-call contract template with standard contract provisions is included in this report as Attachment B. If approved, contracts shall be

The TOS process will be initiated upon identification of a specific project that requires consultant assistance in an applicable service area. A TOS will be released by a City Department in one of the two following methods.

1. For projects with sufficient lead time, a TOS will be prepared by the City and distributed to all consultants within the applicable Service Area. These firms will be asked to submit proposals on the upcoming project. An evaluation panel of EWDD staff will examine each proposal and will make a selection, if any, of the firm whose proposal represents the best overall value to the City Department for the requested work. If a consultant's proposal is selected for award, EWDD and the consultant will enter into a Task Order Agreement prior to commencing work, and EWDD will send a Notice to Proceed informing the consultant when work can commence.
2. In certain circumstances, it may be necessary to prepare a sole source TOS. A sole source TOS requires approval by the General Manager of EWDD. If approved, a sole source TOS will be prepared and a single consultant with an on-call contract in the applicable service area will be asked to submit a proposal for the required work. An evaluation panel of EWDD staff will review the proposal from the sole source firm to ensure that all requirements of the requested work are met. If the consultant's proposal is selected for award, EWDD and the consultant will enter into a Task Order Agreement prior to commencing work, and EWDD will send a Notice to Proceed informing the consultant when work can commence.

Any City department would be able to utilize the TOS process for EWDD on-call consultants if their needs align with the service areas of the RFQ. In the case of EWDD, funding for the consultant's scope as reflected in the Task Order Agreement will come from the department's Contractual Services Budget, existing project funding, grant income, or other previously identified sources. If another department utilizes EWDD's on-call consultants, funding for that work will be identified by the other department.

Charter Section 1022

In compliance with City Contracting requirements, 1022, on April 15, 2025, the Personnel Department determined that City classifications cannot perform the full scope of work being proposed while able to perform part of the work requested. The determination also states that EWDD does not have sufficient staff with the required expertise and knowledge to provide the needed services, department personnel are fully deployed and cannot take on additional tasks, the project is of a limited duration, and any new staff hired would have to be laid off at project completion.

**FISCAL IMPACT STATEMENT**

There is no impact to the General Fund. These contracts will be funded through budget allocations made in the course of the City's regular business. The use of the On-Call Professional Services contracts for any specific program or project is contingent upon securing funds through the budget or other interim budgetary actions prior to participating in the Task Order Solicitation process and engaging any consultant.

**FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies.

Sincerely,



FREDERICK L. JACKSON

Interim General Manager

FJ:BLM:MC

Attachment A - Proposed List of Consultants

Attachment B - Draft Contract

**REAL ESTATE AND ECONOMIC DEVELOPMENT SERVICES**

## Proposed List of Consultants

*By Firm:*

<u>Firms (23 total)</u>	<u>Service Area(s)</u>
BTI Appraisal	1
CBRE, Inc.	1, 2
Curtis-Rosenthal Inc.	1
Cushman & Wakefield	1, 2
Valbridge Property Advisors	1
JLL	2,
Kosmont Realty	2, 5
RSG	2, 4, 5, 10
Chicago Title Company	3
BAE Urban Economics	4, 5
Economic & Planning Systems, Inc.	4
HR&A Advisors	4, 5, 10
Keyser Marston Associates, Inc.	4, 5
Kosmont Companies	4, 5
AECOM	6
Stantec Consulting Services Inc.	6, 7
Tetra Tech	6, 7
Kleinfelder	7
Ninyo & Moore	7
Panacea	7
Remdox Incorporated	7
JOA Group	8
Komann Consultants	8

Attachment A

By Service Area

<u>Service Area 1 - Appraisal</u>	BTI Appraisal CBRE, Inc Curtis-Rosenthal Inc. Cushman & Wakefield Valbridge Property Advisors
<u>Service Area 2 - Real Estate Services and Brokerage</u>	CBRE, Inc Cushman & Wakefield JLL Kosmont Realty RSG
<u>Service Area 3 - Title and Escrow</u>	Chicago Title Company
<u>Service Area 4 - Project Feasibility and Underwriting</u>	BAE Urban Economics Economic & Planning Systems, Inc. HR&A Advisors Keyser Marston Associates, Inc. Kosmont Companies RSG
<u>Service Area 5 - Real Estate Development Advisor</u>	BAE Urban Economics HR&A Advisors Keyser Marston Associates, Inc. Kosmont Companies Kosmont Realty RSG
<u>Service Area 6 - Planning and Historic Resources</u>	AECOM Stantec Consulting Services Inc. Tetra Tech
<u>Service Area 7 - Site, Building Feasibility and Environmental</u>	Kleinfelder Ninyo & Moore Panacea Remdox Incorporated Stantec Consulting Services Inc. Tetra Tech
<u>Service Area 8 - Construction Management</u>	JOA Group Komann Consultants
<u>Service Area 9 - Collection and Foreclosure Services</u>	<i>None</i>
<u>Service Area 10 - Marketing, Outreach, Program Assessment/Analysis</u>	HR&A Advisors RSG

Attachment B

CONTRACT NO. C- \_\_\_\_\_

ON-CALL REAL ESTATE AND ECONOMIC DEVELOPMENT  
PROFESSIONAL CONSULTANT SERVICES CONTRACT

BETWEEN THE

CITY OF LOS ANGELES

AND

\_\_\_\_\_

FOR

\_\_\_\_\_

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**EXHIBITS**

Attachment A  
Attachment B

Standard Provisions for City Contracts (Rev. 1/25) [v.2]  
Insurance Requirements (Required Insurance and Minimum Limits Sheet  
(Form Gen 146) and Insurance Contractual Requirements (Form General  
133))

# ON-CALL CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Economic and Workforce Development Department or other City of Los Angeles Department ("City"), and \_\_\_\_\_ ("Consultant"). The City and Consultant are, at times, referred to herein each as a "Party" and, collectively, as the "Parties".

## RECITALS

WHEREAS, the City has a need for Real Estate and Economic Development Consulting Services across ten (10) areas of services ("Service Areas") as follows:

1. Appraisal and Broker Opinion of Value;
2. Real Estate Services and Brokerage;
3. Title and Escrow;
4. Project Feasibility and Underwriting;
5. Real Estate Development Advisor;
6. Planning and Historic Resources;
7. Site, Building Feasibility and Environmental;
8. Construction Management;
9. Collection and Foreclosure Services;
10. Marketing, Outreach, Program Assessment/ Analysis; and

WHEREAS, the Economic and Workforce Development Department ("EWDD") issued a Request for Qualifications ("RFQ") on October 10, 2024, and later amended on November 11, 2024, to solicit responses from firms or individuals interested in being recognized and placed on a pre-qualified list of on-call consultants to provide Real Estate and Economic Development Consulting Services to EWDD and any other City of Los Angeles Department; and

WHEREAS, Consultant submitted a response to the RFQ demonstrating qualification and experience in one (1) or more of the requested Service Areas, and the City found Consultant's response to satisfy the requirements set forth in the RFQ; and

WHEREAS, Consultant possesses the requisite skills, technologies, and proficiencies in one (1) or more of the requested Service Areas and has agreed to provide such services to the City; and

WHEREAS, the services to be provided by Consultant are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, pursuant to Los Angeles City Charter §1022, the Los Angeles City Council ("City Council") or designee has determined that the work can be performed more economically or feasibly by Consultant than by City employees; and

WHEREAS, the City and Consultant desire to enter into an agreement to provide on-call professional consultant services in one (1) or more of the requested Service Areas, as more specifically set forth herein, for a period of three (3) years.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Consultant agree as follows:

## ARTICLE 1 - TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 1/25) [v.2] ("Standard Provisions for City Contracts"), which is attached hereto as **Exhibit A** and incorporated herein by reference, shall collectively constitute the terms of this Agreement.

## ARTICLE 2 - NOTICES

The Parties to this Agreement to whom formal notices, demands and communications shall be forwarded are as follows:

The City, represented by:

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

With copies to:  
Michael Cham, Property Manager  
Economic and Workforce Development Department  
michael.cham@lacity.org

Consultant, represented by:

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

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The City's representative as stated above is the party authorized to provide written approvals by City to Consultant in reference to matters addressed in this Agreement.

Formal notices, demands, and communications required by this Agreement to be given by either Party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected Party shall notify the other Party in writing of the change in accordance with this section within five (5) days of the change.

### ARTICLE 3 - INDEPENDENT CONTRACTOR

Pursuant to this Agreement, Consultant is acting an independent contractor and not as an agent or employee of the City. No employee of Consultant has been, is, or shall be an employee of the City by virtue of this Agreement, and Consultant shall so inform each employee organization and each employee who is hired or retained under this Agreement. Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City. Consultant shall be solely responsible for the acts and omissions of its directors, officers, partners, agents, employees, contractors, and subcontractors, if any. Additionally, Federal, State, and local taxes shall be the responsibility of Consultant as an independent contractor and not as a City employee.

### ARTICLE 4 - DURATION OF AGREEMENT

#### 4.1 Term

The term of this Agreement will commence upon attestation by the Los Angeles City Clerk and will terminate three (3) years thereafter unless otherwise terminated in accordance with Article 9 herein.

#### 4.2 Conditions of Work Commencement

Performance under this Agreement will not begin until (1) the Consultant participates in the City's Task Order Solicitation Process, (2) is selected and awarded a Task Order Agreement, and (3) receives a Notice to Proceed from the City to commence work.

## ARTICLE 5 - SCOPE OF WORK

The City has established a pre-qualified professional consultant services list, according to an area of specialty, for Real Estate and Economic Development Consulting Services across the following ten (10) Service Areas:

- A. Appraisal and Broker Opinion of Value;
- B. Real Estate Services and Brokerage;
- C. Title and Escrow;
- D. Project Feasibility and Underwriting;
- E. Real Estate Development Advisor;
- F. Planning and Historic Resources;
- G. Site, Building Feasibility and Environmental;
- H. Construction Management;
- I. Collection and Foreclosure Services; and
- J. Marketing, Outreach, Program Assessment/ Analysis.

Consultant qualified for inclusion in one (1) or more Service Area categories on the pre-qualified list and will provide on-call professional consultant services for the City and be eligible to participate in the Task Order Solicitation process for the following Service Area categories, including the following potential, but not comprehensive, services thereunder:

- 1. \_\_\_ Appraisal and Broker Opinion of Value
  - A. Formal Appraisals and Broker Price Opinion.
  - B. Mixed-Use, Commercial, Industrial, Multi-family (Market and/or Affordable), Institutional, etc.
- 2. \_\_\_ Real Estate Services and Brokerage
  - A. Brokerage and Marketing.
  - B. Purchase, Sale, Lessor, and/or Lessee Representation.
  - C. Property Management.
  - D. Tenant Relocation (residential and commercial).
- 3. \_\_\_ Title and Escrow
  - A. Title Examination and Analysis.
  - B. Escrow Services Management.
  - C. Title Insurance.
  - D. Closing Coordination.
- 4. \_\_\_ Project Feasibility and Underwriting
  - A. Review and development of Pro Forms.
  - B. Market and Competitive analysis.
  - C. Real estate development model review & financial analysis.
  - D. Valuation analysis (land, project, residual, fair reuse).

5. \_\_\_ Real Estate Development Advisor
  - A. Development solicitations strategies (RFPs, RFQs, etc.).
  - B. Deal structure analysis (potential lease-leaseback, and alternative ownership positions).
  - C. Financing analysis (assessment of equity participation, creative financing options).
  - D. Evaluation of Economic Development programs/facilities as an entire "Ecosystem".
  - E. Surplus Land Act compliance.
  
6. \_\_\_ Planning and Historic Resources
  - A. Master and Site Planning feasibility.
  - B. Cultural and Historic Resource Analysis.
  
7. \_\_\_ Site, Building Feasibility and Environmental
  - A. Structural analysis (for re-use or rehabilitation).
  - B. Environmental and hazardous materials site analysis.
  - C. Soils / Geotechnical reports.
  - D. Phase I and Phase II Environmental Site Assessments.
  - E. Environmental Testing Services, such as lead, asbestos and radon.
  - F. Land Surveys.
  
8. \_\_\_ Construction Management
  - A. Construction Management / Owner's Representative.
  - B. Labor compliance.
  - C. Construction Cost Management Services.
  
9. \_\_\_ Collection and Foreclosure Services
  - A. Foreclosure and Rent Collection.
  - B. Auction and Sale Preparation.
  - C. Post-Foreclosure Services.
  
10. \_\_\_ Marketing, Outreach, Program Assessment/ Analysis
  - A. Market Research and Analysis.
  - B. Marketing Strategy Development.
  - C. Public Relations.
  - D. Needs Assessments, SWOT Analysis, Program Design.

## ARTICLE 6 - TASK ORDER PROCESS AND PROCEDURES

### 6.1 Task Order Solicitation

Assignment of work is based on a Task Order Solicitation ("TOS") process. The TOS process is initiated upon identification of a need for consultant services in an applicable Service Area. A TOS

will be released by the City in one of the two (2) following methods through the City's Regional Alliance Marketplace for Procurement ("RAMP"), at [www.rampla.org](http://www.rampla.org), which will include a project scope of work, tasks, manner of compensation for services provided (as described in Article 8), manner of and deadline for submission of a Task Order Proposal ("TOP"), and TOP evaluation criteria:

- A. For projects with sufficient lead time, a TOS will be prepared by the City and distributed to Consultant and other firms with executed on-call Real Estate and Economic Development Consulting Services contracts within the applicable Service Area. These firms will be asked to submit a TOP for the required work. An evaluation panel of City staff will review each TOP and will make a selection, if any, of the firm whose TOP represents the best overall value to the City for the requested work based on specific criteria set forth in the TOS. If Consultant's TOP is selected for award, the City and Consultant will enter into a Task Order Agreement ("TOA"). A Notice to Proceed ("NTP") from the City to Consultant is required for work to commence.
- B. For projects without sufficient lead time, a sole source TOS may be distributed to Consultant within the applicable Service Area, if approved by the City. Consultant will be asked to submit a TOP for the required work. An evaluation panel of City staff will review the TOP from Consultant to ensure that all requirements of the requested work based on specific criteria set forth in the TOS are met. If Consultant's TOP is selected for award, the City and Consultant will enter into a TOA. A NTP from the City to Consultant is required for work to commence.

Any City department will be able to utilize the TOS process, if their needs align with the service areas of this contract.

All pre-qualified consultants with executed on-call Real Estate and Economic Development Consulting Services contracts understand and agree that the City shall have no financial responsibility for any costs incurred in connection with responding to a TOS. The City reserves the right to reject all TOPs and re-issue or cancel the TOS with no monetary obligations and/or other penalty conditions to the City.

## 6.2 Task Order Proposal

Interested pre-qualified consultants with executed on-call Real Estate and Economic Development Consulting Services contracts will respond to the TOS by providing a TOP that includes a detailed scope of work, including but not limited to milestones, deliverables, total project cost, staff available to perform the work, schedule of performance, and any other necessary information, as prescribed in the TOS.

## 6.3 Task Order Proposal Evaluation

The City's selection criteria for awarding a TOS work will vary for each project and will depend on the needs of the specific project. Selection criteria may include, but is not limited to, a

consultant's applicable capabilities, experience, past performance, availability, knowledge of City practices and procedures, costs, and proposed time to complete a project.

#### 6.4 Notice of Selection

After completing evaluations of timely TOPs, the evaluation panel will make a recommendation(s) to City management for project award. The City will notify the selected consultant via a Notice of Selection ("NOS"). Consultants are required to confirm their acceptance of the City's selection to initiate finalizing the TOS process. The confirmation deadline will be provided in the NOS.

Consultants not selected for project award will receive a notice from City notifying them of their non-selection status.

#### 6.5 Task Order Agreement

If a consultant's proposal is selected for award, the City and the consultant will enter into a TOA prior to commencing work. Anticipated TOA will include, but is not limited to, the following:

- A. Project details including, but not limited to, term, compensation, scope of work, tasks and sub-tasks, and Consultant's TOP.
- B. Evidence of a valid/current City of Los Angeles Business Tax Registration Certificate (BTRC) during the term of the TOA.
- C. Proof of insurance coverage as identified by the City's Risk Management. Consultant's insurance broker/agent is required to complete, upload and submit forms electronically on KwikComply, the City's online insurance compliance website at <https://kwikcomply.org>. The City uses standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance.
- D. The entire TOS, addenda (if any), and TOP submitted by Consultant will be incorporated and made part of the TOA.

#### 6.6 Notice to Proceed

Upon execution of the TOA, the City will send a NTP informing Consultant that work may commence. The NTP may include the start date of project, end date of project, specific tasks or directives for project, product delivery schedule, not to exceed amount, and payment schedule. The City reserves the right to determine what information to include in the NTP.

#### 6.7 Consultant Schedule of Services

When required in the TOS, Consultant shall prepare and submit to the City a schedule of the services to be performed with its TOP. If selected, Consultant shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The City may withhold payment to Consultant for failure to comply with the requirements of this procedure.

As applicable, an updated schedule of services shall be submitted to the City when specified in the TOS and at such other times as the City may direct. The submittal of the updated schedule of services, which will satisfy the requirements of this Section, shall accurately reflect the status of the work and incorporate all changes into the schedule.

Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by Consultant, or other update submittal approved by the City. If specified in the TOS, as a condition precedent to final payment, Consultant shall submit to the City a final schedule of services that accurately reflects the manner in which the services were actually completed.

As applicable, Consultant shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the City to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. Consultant shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference unless granted an extension by the City.

As applicable, Consultant shall submit progress reports as specified in the TOS. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.

## ARTICLE 7 - CONSULTANT RESPONSIBILITIES, WARRANTIES AND OBLIGATIONS

7.1 Consultant warrants that the work hereunder shall be performed and completed with a degree of skill and diligence normally employed by consultants performing the same or similar work under similar circumstances, and in a manner consistent with professional standards practiced among firms/individuals within Consultant's profession.

7.2 Consultant is required to maintain all professional licenses and/or certifications throughout the duration of this Agreement if such professional license and/or certification are required to perform a particular task project.

7.3 Consultant shall provide corrective services, within sixty (60) days of written notification by the City, without charge to the City for services which fail to meet the above standards. Should Consultant fail or refuse to perform its obligations under this warranty, the City may render or undertake the performance thereof and Consultant shall be liable for any expenses thereby incurred.

7.4 Retention of Records, Audit and Reports

Consultant shall maintain all records, including records of financial transactions, pertaining to the performance of this Agreement, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three (3) years from the later of the following: (1) final payment made by the City, (2) the expiration of this Agreement or (3) termination of this Agreement. The records will be subject to examination and audit by authorized City personnel or the City's representatives at any time. Consultant shall provide any reports requested by the City regarding performance of this Agreement. Any subcontract entered into by Consultant for work to be performed under this Agreement must include an identical provision.

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

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

7.6 Consultant shall designate in its TOP the person(s) that will implement the work specified in the TOS. All technical specialists assigned to each task under this Agreement shall be subject to the City's approval.

7.7 Consultant agrees that personnel assigned to these positions at the commencement of services under this Agreement shall serve in these positions for the duration of the project specified in the TOS, and Consultant shall not change personnel assigned to these positions without the consent and approval of the City, provided such consent shall not be unreasonably withheld.

#### 7.8 Subconsultant Approval

Consultant shall not use subconsultants to assist in performance of this Agreement without the prior written approval of the City. If the City, in its sole discretion, permits the use of subconsultants, Consultant shall nevertheless remain responsible for performing all aspects of this Agreement. Consultant is required to provide the City a list of all subconsultants, including the name and address of the firms. The City has the right to approve Consultant's subconsultants and the City reserves the right to request replacement of subconsultants. The City does not have any obligation to pay Consultant's subconsultants and nothing herein creates any privity between the City and the subconsultants. Wholly-owned subsidiaries of Consultant shall not be considered subconsultants.

## ARTICLE 8 - COMPENSATION, INVOICING AND PAYMENT

Compensation for services provided under this Agreement shall be provided on a Cost Reimbursement - Hourly Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a

Lump Sum basis, or a combination thereof, at the sole discretion of the City.

- A. For the Cost Reimbursement - Hourly Salary Rate basis, compensation is defined as the sum of: (1) Hourly Salary Rates; (2) Overhead; (3) Other Direct Cost with no markup; (4) Subcontract Expenses plus administrative fee as stated herein; and (5) Profit as defined herein.
- B. For the Cost Reimbursement - Hourly Billing Rate basis, compensation is defined as the sum of: (1) Hourly Billing Rates; (2) Other Direct Cost with no markup; and (3) Subcontract Expenses plus administrative fee as stated herein.
- C. For the Lump Sum basis, compensation is defined solely as the Lump Sum.

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Consultant unless the 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 Agreement. Consultant agrees that any services provided by Consultant, purchases made by Consultant, or expenses incurred by Consultant in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases, or expenses. Consultant shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement

#### 8.1 Cost Reimbursement - Hourly Salary Rate Basis

- A. "Hourly Salary Rates" shall be at the rates approved by the City, to be charged by Consultant for employees' time directly chargeable to their performance of the project work. Actual Consultant salaries may be increased at the discretion of Consultant's management. However, Hourly Salary Rate increases are limited to once per year, per employee, on the anniversary date of the execution of the TOA, and are subject to the approval of the City. Any adjustments to the Consultant's Hourly Salary Rates shall be in accordance with established City policies, existing at the time the adjustment is approved. In no case shall the Hourly Salary Rates exceed the actual salary rates paid to the employee.

If a Consultant employee is promoted to a new classification or position, documentation shall be provided to the City. Consultant shall provide explanation of the higher responsibilities of the employee in the new classification or position. Consultant may increase the Hourly Salary Rate due to promotion, subject to the approval of the City.

Subconsultant Hourly Salary Rates are established by TOS. Any adjustments to subconsultants' Hourly Salary Rates for a TOS shall be reviewed and approved by the City prior to invoicing. Adjustments to subconsultants' Hourly Salary Rates may be increased one time per year, per employee, on the anniversary date of the

execution of the TOA, and are subject to approval of the City.

- B. "Overhead" (including payroll burden, general and administrative expenses, and all other expenses not included in "Other Direct Cost") shall be at a rate applied to Hourly Salary Rate. Payroll burden includes the cost of benefits for employees including, but not limited to, employer paid costs for employee insurance programs, employer paid payroll-related taxes, sick leave, holidays, vacation and retirement. Overhead for this Agreement is fixed for the duration of the Agreement at a rate of one hundred seventeen percent (117%) for Consultant personnel located in Consultant's Office and fixed at a rate of ninety-three percent (93%) for Consultant personnel located in a City office. At the City's discretion, the subconsultants' overhead rates are subject to review and approval by the City and shall remain fixed for the duration of the Agreement.

Consultant Office rate shall apply to Consultant personnel on temporary assignment, not to exceed one (1) month, at one of the City's offices. The City Office rate shall apply when Consultant personnel are on assignment at one of the City's offices for a period exceeding one (1) month. The overhead rate selection for every Consultant employee shall be approved by the City.

- C. "Other Direct Cost" includes those costs of Consultant directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established City policies), equipment rented by Consultant, auto rental, and mileage charges (based on IRS allowable amounts). Expenses related to Consultant travel will be reimbursed based upon the City's policies and procedures that are in place at the time when the TOA is fully executed. Consultant must obtain the City's approval prior to incurring any travel expenses. Travel-related questions can be referred to the Contact Person as listed in Article 2 herein. Any specialized items purchased for the task at the request of the City shall be charged to the City, and shall become the property of the City and delivered to the City upon request. Any other items purchased for the task shall be the property of Consultant, shall not be charged to the City, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to City personnel at Consultant's Office shall be paid by the City. The City shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by Consultant as a result of City sponsored travel.
- D. "Subcontract Expenses" shall be the actual amount paid by Consultant to a subconsultant for their services to the City, plus an administrative fee of five (5) percent. A maximum fee of five (5) percent may also be applied to the actual amount paid to consultants below the tier of subconsultant.
- E. "Profit" shall be limited to ten (10) percent and shall be applied to the summation of "Hourly Salary Rates" and "Overhead".

## 8.2 Cost Reimbursement - Hourly Billing Rate Basis

Cost Reimbursement - Hourly Billing Rate is a method of compensation whereby Consultant is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in the TOA. The Hourly Billing Rates shall be approved by the City for Consultant employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred by Consultant. Reimbursement for Other Direct Costs and Subcontract Expenses shall be in accordance with Sections 7.1(C) and 7.1(D) of this Agreement.

Actual Consultant salaries may be increased at the discretion of Consultant's management. However, Hourly Billing Rate increases are limited to once per year, per employee, on the anniversary date of the execution of the TOA, and are subject to the approval of the City. Any adjustments to the Consultant's Hourly Billing Rates shall be in accordance with established City policies, existing at the time the adjustment is approved. In no case shall the Hourly Billing Rates exceed the actual salary rates paid to the employee.

If a Consultant employee is promoted to a new classification or position, documentation shall be provided to the City. Consultant shall provide an explanation of higher responsibilities of the employee in the new classification or position. Consultant may increase the Hourly Billing Rate due to promotion, subject to the approval of the City.

Subconsultant Hourly Billing Rates are established by TOS. Any adjustments to subconsultants' Hourly Billing Rates shall be reviewed and approved by the City prior to invoicing. Adjustments to subconsultants' Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the execution of the TOA, and are subject to approval of the City.

## 8.3 Lump Sum Basis

Lump Sum Basis is a method of compensation whereby Consultant is compensated for designated milestones for a specific TOS. All of Consultant's costs including employee salaries, overhead, other direct costs, subcontract expenses, and profit are included in the total amount determined by the Lump Sum Basis.

## 8.4 Compensation

Consultant agrees to perform the work specified in Article 5, and the City shall compensate Consultant on a Cost Reimbursement - Hourly Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the City. The City shall designate the compensation method in the TOS to be issued under this Agreement. If the TOS specifies the compensation as being on a Cost Reimbursement - Hourly Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis, payment shall be made in accordance with the Proposed Project Cost Breakdown to be provided by the City with the TOS. Hourly Salary Rates, Hourly Billing Rates, Subcontract Expenses, Overhead, and Other Direct Costs shall be in accordance with rates set herein. The total cost ceiling shall be stated in the TOS.

If the TOS specifies the compensation as being on a Lump Sum basis, payment shall be made upon the satisfactory completion of the tasks or milestones as set forth in the TOS. The total cost ceiling shall be stated in the TOS.

## 8.5 Invoicing and Payment

Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by the City to establish the amount of such invoices for allowable expenses.

The City shall pay Consultant all amounts approved for payment within sixty (60) days after the City receives Consultant's correct and valid invoice, including all required documentation.

The City will not pay for Consultant's nor subconsultant's personnel time for invoice preparation. The City will not pay for Consultant's, nor subconsultant's, communications expenses and computer lease, rental or hourly time charges.

8.5.1 For Task Orders specifying a Cost Reimbursement - Hourly Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis method of payment, Consultant shall, once each month, submit to the City an original and three (3) copies of a complete and valid invoice with required back up documents in a format acceptable to the City which will include all costs for services provided during the preceding month. The City shall review Consultant's invoice and notify Consultant of exceptions or disputed items and their dollar value within fifteen (15) days of receipt, or the entire invoice amount shall be deemed approved for payment. Consultant shall review the City's exceptions or disputed items and their dollar value and respond within fifteen (15) days of receipt, or the entire invoice amount, less any exceptions or disputed items, shall be deemed approved for payment.

8.5.2 For Task Orders specifying a Lump Sum method of payment, Consultant shall submit to the City, upon the satisfactory completion of each task/milestone, an original and three (3) copies of a complete and valid invoice in a format acceptable to the City. The City shall review Consultant's invoice and notify Consultant of exceptions or disputed items and their dollar value within fifteen (15) days of receipt, or the entire invoice amount shall be deemed approved for payment. Consultant shall review the City's exceptions or disputed items and their dollar value and respond within fifteen (15) days of receipt, or the entire invoice amount, less any exceptions or disputed items, shall be deemed approved for payment.

8.5.3 A MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, listing amounts invoiced shall also be submitted as part of the monthly invoice. Consultant must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoice shall be paid without the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile.

8.5.4 All invoices shall be subject to audit. Support for any Other Direct Cost items less than \$25 need not be submitted by Consultant unless specifically requested by the City.

8.5.5 All charges related to the performance of Consultant's work under any TOA, including the work of any subcontractors or subconsultants, shall be invoiced to the City within sixty (60) days of the issuance of the final task documents. The City will not reimburse Consultant for any charges related to work invoiced to the City more than after sixty (60) days of the issuance of the final task documents.

8.5.6 If the project requires, and if mutually agreed upon by Consultant and the City, specialty subconsultant services may be requested on a specific project. The Cost Reimbursement - Hourly Billing Rate method of compensation will be used when invoicing the City for the specialty subconsultant services. Hourly Billing Rates shall be at the rates approved by the City to be charged by the subconsultant for employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred by the subconsultant.

8.5.7 Consultant shall notify the City in writing when costs reach 75 percent (75%) of the amount authorized under the TOA. Failure to provide written notification may result in late payment of invoices.

8.5.8 The City shall not be obligated to reimburse Consultant for costs incurred in excess of the Proposed Project Cost Breakdown. Consultant shall not be obligated to continue performance (including actions under the suspension or termination clauses) or otherwise incur costs in excess of the Proposed Project Cost Breakdown, either, unless and until, the City shall have notified Consultant in writing, or, unless and until Consultant notifies the City prior to work and the City agrees to additional work in writing, that such Proposed Project Cost Breakdown has been increased and shall have specified in such notice an estimated Proposed Project Cost Breakdown which shall thereupon constitute the cost performance of this Agreement. In the absence of the specified notice, the City shall not be obligated to reimburse Consultant for any costs in excess of the Proposed Project Cost Breakdown, whether those costs were incurred during the course of the Agreement or as a result of termination.

8.5.9 The City's liability under this Agreement shall only be to the extent of the present appropriation to fund the Agreement. No action, statement, or omission of any officer, agent, or employee of the City shall impose any obligation upon the City, such officer, agent, or employee, except to the extent the City has appropriated funds and otherwise in accordance with the terms of this Agreement.

8.5.10 Consultant and the City agree that no indebtedness for work performed which results in costs under this Agreement shall arise against the City until and unless there is an appropriation of funds to pay for such work. However, if the City shall appropriate funds for any successive fiscal years, the City's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Agreement.

## ARTICLE 9 - TERMINATION & SUSPENSION

### 9.1 Termination for Convenience

The City may terminate this Agreement for the City's convenience at any time by providing Consultant thirty (30) days written notice. The City is not required to use any other remedies provided herein prior to issuing notice to terminate the Agreement. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against the City under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights the City is entitled to, shall become the City's property upon the date of the termination. Consultant agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

### 9.2 Termination for Breach of Contract

- 9.2.1 Except as provided in herein, if Consultant fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give Consultant written notice of the default. The 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 the City. Additionally, the City's default notice may offer Consultant an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject Consultant's plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by the City, then the City may terminate this Agreement due to Consultant's breach of this Agreement.
- 9.2.2 If the default under this Agreement is due to Consultant's failure to maintain the insurance required under this Agreement, Consultant shall immediately: (1) suspend performance of any services under this Agreement for which insurance was required; and (2) notify its employees and subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with the City's requirements.
- 9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.
- 9.2.4 If Consultant engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Agreement.

### 9.2.5 Acts of Moral Turpitude

- A. Consultant shall immediately notify the City if Consultant 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 Consultant 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, the City may immediately terminate this Agreement.

If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Agreement after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Agreement.

- C. 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.
- D. For the purposes of this provision, a "Key Person" is a principal, officer, or employee assigned to this Agreement, or owner (directly or indirectly, through one or more intermediaries) of ten percent (10%) or more of the voting power or equity interests of Consultant.

- 9.2.6 In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 9.1.

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

In the event that this Agreement is terminated, Consultant shall immediately notify all employees and subconsultants, and shall notify in writing all other parties contracted with under the terms of this Agreement within five (5) working days of the termination.

### 9.3 Suspension

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

## ARTICLE 10 - INDEMNITY & INSURANCE

### 10.1 Indemnification

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

### 10.2 Insurance

During the term of this Agreement and without limiting Consultant's indemnification of the City, Consultant shall provide and maintain at its own expense, a program of insurance having the coverage and limits customarily carried and actually arranged by Consultant, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form Gen 146 in **Exhibit B** hereto), covering its operations hereunder. Such insurance shall conform to the City's requirements established by Charter, ordinance or policy, shall comply with the Insurance

Contractual Requirements (Form General 133 in **Exhibit B** hereto), and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

Specifically, such insurance shall: 1) protect the City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide the City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to the City's insurance plan. Except when the City is a named insured, Consultant's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

- A. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverage and limits shall be described by Consultant in any request for proposal (RFP) for subcontractors services. These coverage and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146 in **Exhibit B** hereto. Electronic submission is the preferred method of submitting evidence of insurance documents. KwikComply™ is the City's online insurance compliance system which is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form, the ACORD 25 Certificate of Liability Insurance, in electronic format. The easiest and quickest way to obtain approval of insurance is to have the insurance broker or agent access KwikComply™ at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

B. Modification of Coverage

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

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management prior to the performance of services, inception of any operations or tenancy by Consultant. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. Non-availability or non-affordability must be documented by a letter from Consultant's insurance broker or agent indicating a good faith effort to place the

required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Consultant's failure to procure or maintain required insurance or a self-insurance program during the term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately suspend or terminate this Agreement 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 Consultant.

D. Workers' Compensation

By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of §3700, et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of the City will be required when work is performed on City premises under hazardous conditions.

## ARTICLE 11 - CONFIDENTIALITY

All documents, information and materials provided to Consultant by the City or developed by Consultant pursuant to this Agreement (collectively "Confidential Information") are confidential. Consultant 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 the City or as required by law. Consultant shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. The provisions of this Article shall survive the expiration or termination of this Agreement.

The City and Consultant agree that:

- A. Each Party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each Party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
- C. Consultant agrees that information obtained under this Agreement will not be

reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.

- D. Consultant shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- E. Consultant shall notify the City within twenty-four (24) hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets
  - i. Consultant shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
  - ii. If Consultant learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Consultant must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- F. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data is fully encrypted.
- G. Each Party shall provide written instructions to all of its employees with access to information provided by the other Party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- H. Each Party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- I. Each Party shall promptly return to the other Party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other

party.

- J. If the City or Consultant enters into an agreement with a third party to provide services, the City or Consultant agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- K. Each Party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each Party shall notify the other of any changes in that designation.

## ARTICLE 12 - MISCELLANEOUS REQUIREMENTS

### 12.1 Conditions Precedent Re City Contracting Requirements and Compliance Forms

Prior to execution of this Agreement, Consultant shall provide the City with the documents listed below. Consultant shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes:

A. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as **Exhibit B** and incorporated herein by reference, and more fully described in Article 10.2 herein.

B. A Code of Conduct that meets the requirements of Article 12.16.2 herein.

C. A current list of the members of the Board of Directors with their individual addresses where they may be reached.

D. Consultant's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.

E. Consultant's Bylaws, and all amendments to those Bylaws, as adopted by Consultant and properly attested.

F. Resolutions of Executorial Authority or other corporate actions of Consultant's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Consultant and execute contractual documents. If the authorized person is someone other than Consultant's Corporate President, then Consultant shall also submit a copy of a signature specimen(s) on the "Certification of Authorities" form provided by the City.

G. A current and valid license to do business in the City of Los Angeles. Consultant represents that it has obtained and presently holds the Tax Registration Certificate(s) required by

the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, et seq., of the Los Angeles Municipal Code). For the term of this Agreement, Consultant shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.

H. A copy of current status of Internal Revenue Service (IRS) taxpayer identification number issued by IRS dated within the last five (5) years.

I. A fully executed Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 et seq., attached hereto as **Exhibit C** and incorporated herein by reference.

J. A fully executed Certification Regarding Notice of Prohibition Against Retaliation, attached hereto as **Exhibit D** and incorporated herein by reference. Consultant shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.

K. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990), attached hereto as **Exhibit E** and incorporated herein by reference. Consultant shall comply with all provisions of Los Angeles Municipal Code § 48.02.

L. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with PSC-26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3, as more fully set forth at Article 12.2 herein, available on the City's RAMP, at [www.rampla.org](http://www.rampla.org).

M. Compliance and/or completion of the Disclosure Ordinance Affidavit setting forth the requirements of the Slavery Disclosure Ordinance in accordance with PSC-33 and compliance with the First Source Hiring Ordinance in accordance with PSC-34, as more fully set forth at Articles 12.8 and 12.10 herein, available on the City's RAMP, at [www.rampla.org](http://www.rampla.org).

N. Completion of the requisite affidavit in compliance with the Disclosure of Border Wall Contracting Ordinance, in accordance with the Los Angeles Administrative Code § 10.50, as more fully set forth at Article 12.12 herein.

O. A Management Representation Statement fully executed in accordance with City's fiscal policies, attached hereto as **Exhibit F** and incorporated herein by reference.

P. A Certification Regarding Drug Free Workplace Requirements fully executed, attached hereto as **Exhibit G** and incorporated herein by reference.

Q. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, as more fully set forth at Article 12.11 herein.

## 12.2 Nondiscrimination in Employment

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code Section 10.8 et seq., as amended from time to time. Any subcontract entered into by Consultant for work to be performed under this Agreement must include identical provisions.

- A. Consultant shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, Consultant 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 Los Angeles Administrative Code, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.
- C. The provisions of Section 10.8.3 of the Los Angeles Administrative Code are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Agreement.
- D. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

### 12.3 Business Inclusion Program

The City's Business Inclusion Program ("BIP") subcontractor outreach process, the policy that requires respondents to solicitations to perform subcontractor outreach to disadvantaged firms, will be applied during the TOS process. Consultant will be required to perform and submit the BIP subcontractor outreach and negotiate in good faith to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the TOS. As proof of the Consultant outreach efforts, the Consultant is required to perform the BIP Outreach on the City's RAMP, at [www.rampla.org](http://www.rampla.org). Instructions for the BIP outreach requirement will be provided in the TOS.

### 12.4 Child Support Assignment Orders

This Agreement is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Consultant is required to complete a Certification of Compliance with Child Support Obligations, attached hereto as **Exhibit H** and incorporated herein by reference. Pursuant to the Child Support Assignment Orders Ordinance, Consultant will fully comply with all applicable state and federal employment reporting requirements for Consultant's employees. Consultant shall also certify (1) that the principal owner(s) of Consultant is (are) in compliance with any Wage and Earnings Assignment

Orders and Notices of Assignment applicable to them personally; (2) that Consultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that Consultant will maintain such compliance throughout the term of this Agreement.

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

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

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

#### 12.5 Living Wage Ordinance

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

#### 12.6 Service Contractor Worker Retention Ordinance

Consultant shall comply with the Service Contractor Worker Retention Ordinance, Los Angeles Administrative Code Section 10.36 et seq., as amended from time to time. Any subcontract entered into by Consultant for work to be performed under this Agreement must include an identical provision.

#### 12.7 Accessibility Requirements

In implementing this Agreement, Consultant represents and certifies that it will:

- A. 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 of 1968, as amended, 42 U.S.C. Sections 3601-3620, and its implementing regulations and any subsequent amendments; and California

Government Code Section 11135, et seq.

- B. Not discriminate in the provision of its programs, services or activities 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. Provide reasonable accommodation to ensure equal access to all of its programs, services and activities.

Consultant represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40 and the City's Accessible Housing Program requirements.

Consultant represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, 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.

Consultant understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.

Consultant will require its subcontractors, if any, to include this language in any subcontract.

#### 12.8 Slavery Disclosure Ordinance

Consultant shall comply with the Slavery Disclosure Ordinance, Los Angeles Administrative Code Section 10.41 et seq., as amended from time to time. Any subcontract entered into by Consultant for work to be performed under this Agreement must include an identical provision.

#### 12.9 Restrictions on Campaign Contributions in City Elections

Unless otherwise exempt, if this Agreement is valued at \$100,000.00 or more and requires approval by an elected City office, Consultant, Consultant's principals, and Consultant's subconsultants expected to receive at least \$100,000.00 for performance under the Agreement, and the principals of those subconsultants (collectively "Restricted Persons") shall comply with Charter Section 470(c)(12) and Los Angeles Municipal Code Section 49.7.35. Failure to comply entitles the City to terminate this Agreement and to pursue all available legal remedies. Charter Section 470(c)(12) and Los Angeles Municipal Code 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 (12) months after this Agreement is signed. Additionally, a Consultant 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 Consultant subject to Charter Section 470(c)(12) shall include the following notice in any contract with any subconsultant expected to receive at least \$100,000 for performance under this Agreement:

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

You are a subconsultant 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 (12) months after the City contract is signed. You are required to provide the names and contact information of your principals to Consultant and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Agreement 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."

12.10 First Source Hiring Ordinance

Consultant shall comply with the First Source Hiring Ordinance, Los Angeles Administrative Code Section 10.44 et seq., as amended from time to time. Any subcontract entered into by Consultant for work to be performed under this Agreement must include an identical provision.

12.11 Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000.00 or more are required to complete, sign, and submit an Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, attached hereto as **Exhibit I** and incorporated herein by reference.

12.12 Disclosure of Border Wall Contracting Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time, and complete the requisite affidavit, attached hereto as **Exhibit J** and incorporated herein by reference.

12.13 Contractor Responsibility Ordinance

Consultant shall comply with the Contractor Responsibility Ordinance, Los Angeles Administrative Code Section 10.40 et seq., as amended from time to time, and complete a Contractor Responsibility Ordinance Questionnaire, attached hereto as **Exhibit K** and incorporated herein by reference.

12.14 Consultants' Use of Criminal History for Consideration of Employment Applications

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

#### 12.15 Conflict of Interest

12.15.1 The City will not execute any agreements and/or amendments with Consultant where an employee (an individual who is paid or receives any financial benefit from funds from the agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

12.15.2 The City requires that Consultant adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08 dated January 10, 2017 ([https://ewdd.lacity.gov/images/bulletins-directives/EDD/EDDdir\\_24-01\\_appendixC.pdf](https://ewdd.lacity.gov/images/bulletins-directives/EDD/EDDdir_24-01_appendixC.pdf)). The Code shall be submitted to the City for approval prior to execution of this Agreement.

12.15.3 Prior to obtaining the City's approval of any subcontract, Consultant shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Consultant or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

12.15.4 Consultant covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- A. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- B. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- C. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

#### 12.15.5 Definitions:

- A. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-

law, son-in-law, daughter-in-law.

- B. The term "financial or other interest" includes, but is not limited to:
- i. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, the prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - ii. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. A "subcontract" is any agreement entered into by Consultant for the purchase of goods or provision of services with any funds provided by this Agreement.

12.15.6 Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

12.15.7 No director, officer, or employee (or agent) of Consultant may be on the Board of Directors if they receive any financial benefit provided by any City agreement.

12.15.8 Consultant further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

12.15.9 Consultant shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and Consultant.

12.15.10 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.

12.15.11 Consultant warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

12.15.12 Consultant covenants that no member, officer or employee of Consultant shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Agreement during his/her tenure as such employee, member or officer or for one year thereafter.

12.15.13 Consultant shall incorporate the foregoing subsections of this section into every subcontractor agreement that it enters into in connection with this Agreement and shall substitute the term "subcontractor" for the term "Consultant" and "sub-subcontractor" for "Subcontractor."

12.15.14 Consultant warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

#### 12.16 Best Terms

Throughout the term of this Agreement, Consultant, shall offer the City the best terms, prices, and discounts that are offered to any of Consultant's customers for similar goods and services provided under this Agreement

#### 12.17 Permits

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

#### 12.18 Claims for Labor and Materials

Consultant shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement 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 Consultant hereunder), against Consultant's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### 12.19 Non-Exclusive

The City and Consultant understand and agree that this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into agreement with other contractors/consultants to provide similar services during the term of this Agreement.

## ARTICLE 13 - GENERAL PROVISIONS

#### 13.1 Standard Provisions

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (**Exhibit A**) should there be any inconsistency. The term "Contract" as used in the Standard Provisions for City Contracts shall include this Agreement. Additionally, the term "CONTRACTOR" as used in the Standard Provisions for City Contracts shall refer to Consultant.

#### 13.2 Order of Precedence

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, and (iii) the other exhibits and attachments hereto, including the Standard Provisions for City Contracts.

### 13.3 Changes to Documentation

Changes to any documents affecting the performance of the Consultant or specifically required of Consultant under this Agreement must receive City approval in writing before the Consultant may affect the change.

### 13.4 Amendments, Changes or Modifications

Amendments, changes or modifications to the terms of this Agreement may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties thereto.

### 13.5 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns provided, however, that no assignment of the Agreement shall be made without the express prior written consent of the City as required hereunder.

### 13.6 Prohibition Against Assignment

This Agreement is not to be assigned to a substitute Consultant, a successor in interest, or a purchaser of the Agreement without the express prior written consent of the City. If the City, in its sole discretion, does not approve or grant permission to a subsequent Consultant to assume the services outlined in this Agreement, then this Agreement shall be terminated.

### 13.7 Complete Agreement

This Agreement contains the full and complete agreement between the Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

### 13.8 Applicable Law and Jurisdiction

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement shall be interpreted under and pursuant to the laws of the State of California. In

any action arising out of this Agreement, Consultant consents to personal jurisdiction, and agrees that any action to interpret or enforce the provisions of this Agreement shall be filed in the Superior Court of the County of Los Angeles.

### 13.9 Breach

Except for excusable delays as described herein, if any Party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any Party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated. No member, official, employee or agent of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Consultant or on any obligation under the terms of this Agreement.

### 13.10 No Attorneys' Fees

In the event that any Party hereto brings any action or files any proceeding to declare the rights granted herein or to enforce any of the terms of this Agreement or as a consequence of any breach by another Party of its obligations hereunder, the prevailing Party or Parties in such action or proceeding shall not be entitled to have its attorneys' fees and out-of-pocket expenditures paid by the losing Party (except as otherwise expressly provided in this Agreement). Each Party shall bear its own attorney's fees and costs.

### 13.11 Waiver

Waivers of the provisions of this Agreement must be in writing and signed by an authorized person of the waiving party. A waiver of a default of any part, term or provision of this Agreement 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.

### 13.12 Headings and Captions

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision. Except where expressly noted otherwise, the language of this Agreement shall be construed according to its fair interpretation and not strictly for or against either Party.

### 13.13 Severability

If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

#### 13.14 Counterparts and Electronic Signatures

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 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.

*(The balance of this page is intentionally blank. Signatures appear on the next page.)*

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

For: THE CITY OF LOS ANGELES  
FREDERICK JACKSON, Interim  
General Manager

FOR: \_\_\_\_\_

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

By: \_\_\_\_\_  
Economic and Workforce Development  
Department

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

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

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

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

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

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

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

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

ATTEST:  
PETTY F. SANTOS, Interim City Clerk

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

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

**ATTACHMENT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

**PSC-43. Confidentiality**

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

**PSC-44. Contractor Data Reporting**

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

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

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

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B**

Insurance Requirements (Required Insurance and Minimum Limits Sheet (Form Gen 146) and  
Insurance Contractual Requirements (Form General 133)

## Required Insurance and Minimum Limits

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

Date: 10/08/2024

Agreement/Reference: REQUEST FOR QUALIFICATIONS (RFQ) ON-CALL CONTRACTS FOR REAL ESTATE AND ECONOMIC DEVELOPMENT SERVICES-

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) \_\_\_\_\_

**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 Michael Cham @ EWDD

1) 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.

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

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

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