

INTRADEPARTMENTAL CORRESPONDENCE

May 30, 2014
18.2.2

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH PARTNERS FOR A SAFER AMERICA FOR ROTATING BAIL BOND
SIGNBOARD ADVERTISING

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreement with Partners for a Safer America. This contract has been reviewed approved by the City Attorney.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor for approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

The Los Angeles Police Department (LAPD) desires to enter into an agreement with Partners for a Safer America (PSA) to provide in-house rotating bail bond signboard advertising that will benefit arrestees at LAPD's Jail Division. This is a sole source, revenue generating Agreement. Partners for a Safer America will provide and maintain, at no expense to the City, bail bond signboards showing both free and paid bail agencies' advertising. Partners for a Safer America will also generate revenues for the Inmate Welfare Fund by paying LAPD a percentage of their gross revenues. The City has confirmed the unique and exclusive nature of PSA's services and the satisfaction of other users with these services. Please refer to the attached sole source justification. The term of the agreement is for two (2) years with one (1) additional one-year period.

Should you have any questions regarding this matter, please contact Captain David Lindsay, Commanding Officer, Jail Division, at (213) 356-3450.

Respectfully,


CHARLIE BECK
Chief of Police

Attachment



From the desk of:

Jeffrey Wong
Senior Management Analyst I
Administrative Research Unit
Jail Division
(213) 356-3470

October 29, 2013

Management Analyst Amelia Sayo, Serial No. N4187
Information Technology Bureau

SUBJECT: REQUEST FOR A SOLE SOURCE CONTRACT WITH PARTNERS FOR A SAFER AMERICA

Partners for a Safer America (PSA) is a Nevada IRC 501(C)(3) status non-profit corporation. They provide a fair, affordable and equal advertising opportunity to all properly licensed bail bond agencies, while also providing financial assistance to law enforcement agencies through the sale of bail agent advertising within jail facilities.

A sole source contract with Partners for a Safer America is justified due to the following:

- Partners for a Safer America offers a unique opportunity to all bail bond agencies whether they choose to pay for advertising or not. Bail agencies that choose not to purchase an advertising spot will still have their business name and telephone number listed on the advertising signboard. Paid advertisers get a larger, uniformly sized, space on the signboard which is randomly assigned a location through an Internet drawing every six months. New signboards are then delivered to the jails for installation in the provided vandal resistant encasements.
- The company provides a \$2,000,000 personal injury and property damage insurance endorsement covering the use of the signboards at no cost to jail facilities as part of the contract, as well as a \$1,000,000 errors and omissions policy.
- PSA provides all maintenance and replacement of signboards at no cost to the jail facility.
- To verify the exclusive nature of the service that PSA provides, Jail Division conducted Internet research to find any other organizations providing third party signboard bail advertising within jail facilities. Additionally, the following resources were utilized to verify the unique nature of PSA's services:
 - National Sheriffs' Association
 - American Jail Association
 - California Bail Agents Association, President Vera Robles-De Witt

- The exclusivity of the bail advertising services offered as well as satisfaction with PSA's performance was confirmed with the following law enforcement agencies:
 - Alameda County Sheriff's Office
 - Huntington Beach Police Department
 - Office of the Sheriff, County of Monterey
 - Orange County Sheriff's Department
 - Solano County Sheriff's Office
 - Ventura County Sheriff's Office
- When contacted by Jail Division, Jail Supervisor Randy Neitzke noted that the City of Beverly Hills does not utilize PSA's services but does administer an in-house bail advertising program of a similar nature. Neitzke was unaware of any other companies providing this type of advertising service. After learning of PSA, and because of the labor and time involved with administering their own program, Beverly Hills is now considering utilizing the services of PSA.
- Initially PSA will pay the Jail's Inmate Welfare Fund (IWF) 70% of net revenues. This would ultimately peak at 80% in the fifth and subsequent years. Utilizing a conservative estimate of 25 advertisers per board at the lowest rate of \$150 per month, advertisers are charged from \$150 - \$300 per space, per month for larger facilities, the Inmate Welfare Fund could net \$189,000 in the first year.
- Currently bail bond information is disseminated to inmates by the use of laminated and assembled yellow pages. On average, ten books are created for each of the three regional jails at a cost of approximately \$1.29 per page. Approximately 14 laminated pages are then hole-punched by staff and bound together with heavy plastic cable ties. It is estimated to cost LAPD approximately \$550 per year in materials alone to produce these books.

Therefore, based on there being no expense to the City, provision of a unique and valuable service to arrestees, revenue generation for the IWF, and an anticipated elimination of future complaints because of third party random placement of paid advertising along with the placement of names and telephone numbers of bail agencies that choose not to pay for advertising, Jail Division would like to proceed with establishing a sole source provider contract with Partners for a Safer America.

Jeffrey Wong
Senior Management Analyst I
Administrative Research Unit

PROFESSIONAL SERVICES AGREEMENT

Contractor: PARTNERS FOR A SAFER AMERICA

Regarding: ROTATING BAIL BOND SIGNBOARD ADVERTISING

Agreement Number _____

TABLE OF CONTENTS

1.0	PARTIES TO THE AGREEMENT AND REPRESENTATIVES	1
1.1	Parties to the Agreement	1
1.2	Representatives of the Parties.....	2
1.3	Formal Notices	3
1.4	Name Changes.....	3
2.0	TERM OF AGREEMENT	3
3.0	SERVICES TO BE PROVIDED.....	3
3.1	Contractor Performance Obligations.....	3
3.2	City Performance Obligations	6
4.0	ACCESS TO CITY FACILITIES	6
5.0	FINANCIAL OBLIGATIONS	6
5.1	Contractor's Financial Obligations/Compensation to the City	6
5.2	City's Financial Obligations.....	8
6.0	TERMINATION.....	8
7.0	AMENDMENTS	8
8.0	STANDARD PROVISIONS	8
9.0	INCORPORATION OF ATTACHMENTS	8
10.0	ORDER OF PRECEDENCE BETWEEN CONTRACT AGREEMENT AND ATTACHMENTS.....	9
11.0	ENTIRE AGREEMENT.....	9

ATTACHMENTS

ATTACHMENT A — Name and Location of existing LAPD Jail Facilities

ATTACHMENT B — PSA Bail Bond Signboard Specifications

ATTACHMENT C— PSA Procedure for Solicitation of Bail Bond Advertising

ATTACHMENT D — PSA Procedure for Random Rotation Drawings (Lottery)

ATTACHMENT E — Standard Provisions for City Contracts (Rev. 3/09)

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
PARTNERS FOR A SAFER AMERICA
FOR ROTATING BAIL BOND SIGNBOARD ADVERTISING

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD"), and Partners for a Safer America, a non-profit corporation; (hereinafter referred to as the "Contractor").

WHEREAS, the Contractor provides a unique, fair, affordable and equal advertising opportunity to all properly licensed bail bond agencies through the sale of bail bond agent advertising within jail facilities;

WHEREAS, the Contractor will provide in-house bail advertising program that will be a valuable service to arrestees;

WHEREAS, the Contractor will provide, at no expense to the City, bail bond signboards showing both free and paid bail agencies' advertising and deliver these to the jails for installation;

WHEREAS, the Contractor will provide for all the maintenance and replacement of bail bond signboards at no cost to the jail facilities;

WHEREAS, the Contractor will generate revenues for the LAPD Jail Division Inmate Welfare Fund by paying LAPD a percentage of their gross revenues from the bail bond agencies' advertising;

WHEREAS, the City will continue to incur expenses if LAPD maintains the current inmate bail bond information dissemination system of producing assembled and laminated yellow pages and;

WHEREAS, the cost for the City to perform the services offered by the Contractor is not economical due to the time and labor involved in administering its own program;

WHEREAS, the City has confirmed the unique and exclusive nature of the Contractor's services and the satisfaction by users with these services;

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this Agreement are:

- a. City — The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.
- b. Contractor — Partners for a Safer America, a non-profit corporation, having its principal office at 3090 Villa Marbella Circle, Reno, Nevada 89509.

1.2 Representatives of the Parties

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

- a. The City's representative is, unless otherwise stated in the Agreement:

Charlie Beck
Chief of Police
Los Angeles Police Department 100
West First Street, Tenth Floor Los
Angeles, California 90012

With copies to:

Commanding Officer
Jail Division
Los Angeles Police Department
The Metropolitan Detention Center
180 North Los Angeles, CA 90012
(213) 356-3450 Phone Number
(213) 356-3771 Facsimile Number

- b. The Contractor's representative is, unless otherwise stated in the Agreement:

Wanda Dunbar, Executive Director
Partners for a Safer America
3090 Villa Marbella Circle
Reno, NV 89509
(775) 851-8279 Phone Number
(775) 201-0035 Facsimile Number

- 1.3** Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4** If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

2.0 TERM OF AGREEMENT

The term of this Agreement will commence upon execution by all parties and will terminate two (2) years thereafter unless terminated as provided in Section 6.0. At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for up to one (1) one-year extension, subject to LAPD needs and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and has an approved Agreement with the City as required herein.

3.0 SERVICES TO BE PROVIDED

3.1 Contractor Performance Obligations

Contractor shall, at no cost to the City, provide the following services:

- a. No later than ninety (90) days from the date the Contractor receives an executed copy of this agreement, Contractor will provide LAPD bail bond signboards showing both free and paid bail bond agencies' advertising.

Contractor shall deliver no less than one (1), and as many as required, encasement style bail bond signboards in the lobby of each LAPD Jail facility, each with minimum dimensions of 24" x 32". These encasement signboards shall come complete with frames, shatter-resistant plastic covers, hardware, and printed ad boards. In addition, Contractor shall provide as many static window cling signs, custom sized to fit a particular window design in each Jail Facility. The Contractor shall also provide handheld or laminated, printed sheet

signs, usually but not limited to 8.5" x 14", as requested. All signboards, encasements, window cling and handheld signboards shall be ready for installation into each of the existing five (5) LAPD Jail Facilities, located throughout the City of Los Angeles, CA. See Attachment A for the names and location of existing LAPD Jail Facilities and Attachment B for the PSA Bail Bond Signboard Specifications.

b. Contractor's signboards shall exclusively provide law-related information and referral services for any individuals, or inmates on the premises being processed through the criminal justice system, or requiring bail-related information. The law-related information and referral services shall include the names and telephone numbers of bail agents. These signboards may also include information regarding qualified criminal attorneys, if such attorney related advertising is approved for use by the Department.

c. Contractor agrees to sell and maintain a minimum of three (3) ads on the signboards during the term of this Agreement. The spaces for ads will first be made available to licensed bail agents in the City of Los Angeles, second, to bail agents in Los Angeles County, third, to licensed bail agents outside of Los Angeles County, and fourth, to County—based criminal law attorneys, if authorized by the Department.

All signboards shall contain the following caveat:

"Neither the Partners for a Safer America nor the LAPD warrant the qualifications or competence of any of the persons listed on this signboard."

d. Contractor shall be solely responsible for the assembly, construction, printing, and delivery to the Department of all signboards and signboard encasements used to display signboards, and must be constructed and made of safety material (shatter-resistant frames, shatter-resistant plastic covers, and security screws) to prevent the inmates from removing, damaging, or defacing the boards. All materials used must be approved by the Department prior to installation. Any damaged signboard or encasement will be removed by the Department and must be replaced by the Contractor within thirty (30) days upon receipt of a written or e-mail notice to the Contractor. This warranty is void if Contractor determines that the damage was caused by screws being excessively tightened or labels being placed on the shatter-resistant plastic covers.

e. In the event that the Contractor must change the information provided on the signboards and provide replacement inserts more than twice annually, the Contractor agrees to reimburse the Department for the

actual costs incurred for installing the replacement inserts. The reimbursement shall be limited to \$350 per occurrence.

f. Contractor shall secure and execute an agreement with each Bail Bond Agency that desires to advertise on the signboards using the following criteria:

- All Agency Trade Names appearing on signboards must be on file with the Department of Insurance and approved for use by the licensed agency owner.
- Each Bail Bond agency owner wishing to place an ad on signboards must hold a valid bail bond license with the California State Department of Insurance (Insurance Code Section 1800.75). The Department reserves the right to block or remove any non-licensed or non-qualified agency information card from signboards.
- All employees licensed to conduct bail must also be approved to solicit bail bonds under the owner's approved Trade Name.
- All display ad style information cards must comply with Department of Insurance regulations and may include agent pictures, agency name, telephone numbers, address, services available and any other information the agency owner feels is pertinent to the business. Nothing on the display cards can be obscene, immoral or illegal.

See Attachment C for Contractor's Procedure for Solicitation of Bail Bond Advertising.

g. Contractor shall ensure fair and equitable placement of the names of the bail bond agents advertising their services on the signboards. Contractor shall be responsible to randomly place all advertisements on the signboards and to rotate all advertisements on these signboards every six months through the use of its web-based "Internet Drawing Program." This program allows all advertisers to participate in specially scheduled random rotation drawings held on the Internet. Details for participation will be provided to qualified agencies.

See Attachment D for the Procedure for Random Rotation Drawings (Lottery).

- h. Contractor shall be responsible for charging persons purchasing advertising space on the signboards payable six months in advance, during the first year of this agreement.
- i. Contractor shall have the exclusive right to maintain signboards on the premises during the term of this Agreement.

Should additional Jail Facilities be operational during the contract period, the Contractor will provide the same services to these facilities as mentioned in Section 3.1 of this Contract.

3.2 City Performance Obligations

- a. The Department agrees to install at least one (1), and as much as required, encasement style signboards in the lobby of each LAPD Jail facility for public viewing, and as many window clings and hand held signs throughout all inmate housing pods, holding cells, and booking areas throughout all five (5) existing Jail Facilities to ensure inmate access.
- b. After the initial installation of the encasement boards, the Department will re-install the encasement boards during subsequent cycles using the replacement inserts provided by Contractor.
- c. Department will provide Contractor with current commercial telephone directories (specific to each facility location) when they come out.
- d. Upon expiration or termination of this Agreement, the Department will remove the signboards and encasement and return them, at the Contractor's expense to:

Partners for a Safer America
3090 Villa Marbella Circle
Reno, NV 89509

Expenses shall be limited to the actual shipping charges incurred by the City.

4.0 ACCESS TO CITY FACILITIES

The City will provide the Contractor access to City facilities and personnel during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. The City generally recognizes all Federal holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will provide the City with forty-eight (48) hours

notice prior to each requested access. Each such request will be subject to approval by the City.

5.0 FINANCIAL OBLIGATIONS

5.1 Contractor's Financial Obligation/Compensation to the City:

- a. Contractor shall perform the services described herein and shall provide and maintain the signboards as described in Section 3.1 of this Agreement at no cost or charge to the City.
- b. As compensation for allowing Contractor to install its signboards on the premises, the Contractor shall give the Department seventy percent (70%) of gross revenue earned annually for the first year; seventy-five percent (75%) for the second year; and eighty percent (80%) for every consecutive year thereafter. This compensation shall be considered Department revenues that will be deposited to the Los Angeles Police Department Jail Division Inmate Welfare Fund.
- c. Contractor shall make a complete and accurate accounting of the gross revenue produced by the signboards advertising and shall deliver the accounting report and the Department's first revenue payment no later than seven months after the commencement of the contract.

The first payment shall be equal to the Department's share of six (6) months revenue generated by Contractor from all facilities. Contractor shall then deliver payments every six months through the duration of this Agreement.

Contractor shall deliver Department's check within seven (7) business days from official notification by a member of the Department's Jail Division staff of the timely installation of all new or replacement inserts, window clings and hand held signboards semi-annually on (or before) the contract replacement dates reflected in this contract. To ensure prompt payment, Contractor shall provide the Department with the updated replacement inserts on or before the end of each six (6) month contract period with the bail bond agencies.

- d. As used in this paragraph, the term "gross revenue" shall mean the total amount of the monthly advertising fees, charges or other advertising compensation owed to the Contractor from persons, and or agencies placing their names, addresses and/or telephone numbers placed as advertisements on the Contractor's signboards, without regard, and not to include, any amounts for bad debt, late payments,

non-payment, processing fees, artwork design, etc. associated with the amount owed to the Contractor.

- e. The Contractor shall mail all payments to the Department at the following address:

Commanding Officer, Jail Division
Los Angeles Police Department 180
North Los Angeles Street Los
Angeles, CA 90012

- f. The Contractor will maintain financial and other records pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City during the term of the Agreement. These records must be retained for a period of no less than three (3) years following termination of this Agreement. The Contractor will provide any reports requested by the City regarding performance of the Agreement.
- g. Should additional Jail facilities be operational during the contract period, Contractor's income will increase and financial consideration to the City should be increased accordingly.

5.2 City's Financial Obligation

In consideration for the above described Contractor obligations, and except as provided in Section 3.1 (e), the Department will install all updated signboards at all five (5) Department Custody facilities every six (6) months during the term of the Agreement and provide the services described in Section 3.2 of this Agreement at no cost or charge to Contractor.

6.0 TERMINATION

The City may terminate this Agreement, or any part thereof, upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination. Notice of Termination must specify the extent to which work under this Agreement is terminated and the date upon which termination becomes effective.

7.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

8.0 STANDARD PROVISIONS

The Contractor must comply with the requirements of the *Standard Provisions for City Contracts (Rev. 3/09)*, attached hereto as Attachment E and incorporated herein by reference.

9.0 INCORPORATION OF ATTACHMENTS

The following attachments are hereby incorporated into and made part of this Agreement wherever referred to and set forth.

ATTACHMENT A — Name and Location of existing LAPD Jail Facilities

ATTACHMENT B — PSA Bail Bond Signboard Specifications

ATTACHMENT C — PSA Procedure for Solicitation of Bail Bond Advertising

ATTACHMENT D — PSA Procedure for random rotation drawings (Lottery)

ATTACHMENT E — Standard Provisions for City Contracts (Rev. 3/09)

Any reference to the Agreement in these documents includes this document and Attachments A through E. The effect, significance, and applicability of the various Attachments or Sections thereof, are specified in those portions of the Agreement which make specific reference to them.

10.0 ORDER OF PRECEDENCE BETWEEN AGREEMENT AND ATTACHMENT

In the event of an inconsistency between any of the provisions of this Agreement and/or the Attachments hereto, the inconsistency will be resolved by giving precedence in the following order:

1. This Agreement
2. Attachment E — Standard Provisions for City Contracts
3. Attachment A — Name and Location of existing LAPD Jail Facilities
4. Attachment C — PSA Procedure for Solicitation of Bail Bond Advertising
5. Attachment D — PSA Procedure for Random Rotation Drawings (Lottery)
Attachment B — PSA Bail Bond Signboard Specifications

11.0 ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

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

[Signature page follows.]

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

THE CITY OF LOS ANGELES

PARTNERS FOR A SAFER AMERICA

By _____ By _____
CHARLIE BECK WANDA DUNBAR
Chief of Police Executive Director

Date _____ Date September 17, 2017

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By _____
DANIEL KREINBRING
Deputy City Attorney

Date _____

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

By _____
Deputy City Clerk

Date _____

City Business License Number 0002744311-0001-3

Internal Revenue Service Taxpayer Identification Number 68-0437316

Agreement Number _____

ATTACHMENT A

NAME AND LOCATION OF EXISTING LAPD JAIL FACILITIES

ATTACHMENT A

NAME AND LOCATION OF EXISTING LAPD JAIL FACILITIES

- | | | |
|----|-------------------------------------|---|
| 1. | Metropolitan Detention Center (MDC) | 180 North Los Angeles Street
Los Angeles, CA 90012
(213) 356-3490 |
| 2. | 77 th Regional Jail | 7600 South Broadway
Los Angeles, CA 90003
(213) 473-4853 |
| 3. | Valley Regional Jail | 6240 Sylmar Avenue
Van Nuys, CA 91401
(818) 374-9640/41 |
| 4. | Hollywood Division Jail | 1358 N. Wilcox Avenue
Los Angeles, CA 90028
(213) 972-2975 |
| 5. | Pacific Division Jail | 12312 Culver Boulevard
Los Angeles, CA 90066
(310) 482-6488 |

ATTACHMENT B

**PARTNERS FOR A SAFER AMERICA (PSA)
BAIL BOND SIGNBOARD SPECIFICATIONS**

ATTACHMENT B

PARTNERS FOR A SAFER AMERICA (PSA) BAIL BOND SIGNBOARD SPECIFICATIONS

1. Encasement style bail bond signboards — **24"** x 32" complete with frames, shatter-resistant plastic covers, hardware and printed ad boards.
2. Static cling window style signs — made to fit a particular window design or custom sized, e.g. **20"** x **15"** for a 24" x 20" window or 32" x **24"** for a 48" x 30" window. The signs can have landscape or portrait orientation depending on the window.
3. Laminated handheld printed signs (handouts) are usually **8.5"** x **14"** but can be **17"** x **21"** and **11"** x **17"** as applicable or requested by LAPD.

* Note that the dimensions of static cling and handheld signs are not restricted as these are not being installed in rigid plastic encasements.

Alameda County Sheriff's Office - Santa Rita Facility

RAIL BONDS
I. BAIL BOND OPEN
24 HOURS 24 HOURS!
GET OUT FAST!
(925) 443-2545

W3 ARJ OPEN 24 HOURS!
GET OUT NOW!
RAIL BONDS
(925) 463-2245

0-5%
RAIL BONDS
(925) 251-1100

JAKE'S BAIL BONDS
(925) 242-1009
1510 568-1009 (M) 242-1009
1521 242-1009
www.BAILBONDS.COM

SELF BAIL - DOMESTIC - DUI
All-Pro
BAIL BONDS
510.886.2245
925.228-5245

Get Out Quick!
925-280-4750
CALL COLLECT
Habtamos Espanol PENNY
Insurance Lic 1582196
1411 141 at
Arm MOW 1-601

RAIL BONDS
1.8 11061
Th.v.
840 1180.4 861
116NN City
8611knes. Oro
136

RAIL BONDS
40 E kria WI fica,
no, * eel Itonc,
Assoca Ut Peces
not More 844 84044
A6vcEd ear. Ante
1140 bride
06,4 18644 wy
New. 044 10446 Les
1144 Ikvsia /Oct
196 04441 44foma
844
Jum tum 04441
864 Rondo
Pns 861 Bonds
144161MOUNO8Barr
naa Bondi

RAIL BONDS
925-829-8230

MORRICAL BAIL BONDS
(925) 426-5317
(925) 426-5331
01111-01111-111111

BAD BOYS BAIL BONDS
925-363-3333
BECAUSE YOUR MAMA
WANTS YOU OUT

Bail Hobbins
BAIL BONDS
925-551-0991
ZERO DOWN GETS YOU OUT
QUICK RELEASE
CA Insurance Lic # 18449525

Absolute
BAIL BONDS
Absolutely Mete Whoa You Need Us!
925.231-2257
Local Office

East Bay Bail Bands
Call- David Grobmeier
1925) 449 5140
WHAT DOI DO ???
(510) 14655521

RAIL BONDS
BAIL 001.00 NOW!!!
041.1 11, tnlt
8% Ran JIWIULIP
1101.01 (A a ILS 24nAs 71,411
SE MIRA
PAYMENT PIA/4, 0-5% Deem -LI'

RAIL BONDS
10K COBRAR AHORA!
925-551-0991
SALES AFUERA CON CERO DE ENGANCHE
BERACION RAPIDIL
CA Insurance Lic # 18449525

RAIL BONDS
NO COLLATERAL REQUIRED!
335-2400
(am
MORRICAL BAIL BONDS
www.morricalbailbonds.com

BAIL BY PHONE
BAIL BONDS
5%
(925) 851-7776
1-888-243-8688

RAIL BONDS
OPEN 24 HOURS!
GET OUT NOW!
(925) 846-2245

RAIL BONDS
FREEDOM IS JUST A FLIRTY AWAY
www.onlib.aylsaatino.iair 41111

RAIL BONDS
LA ARM
LLAMENOS HOY
110-663-5500

RAIL BONDS
3% DOWN
989-75983
Get You Out Fast! El
We at ceyl Collect Collis

KIM'S BAIL BONDS
"Freed'm & Protection"
Domestic Mimi Dill Felony Specialist
English Korean Vietnamese Spanish
(925) 356-34800

RAIL BONDS
833
0700

RAIL BONDS
BOIL BONDS
925.551.0200
WE CAN BHP
IN ANY SITUADON
DISCOUNTS
AVAIUURE

RAIL BONDS
GOODGUYS
BAIL BONDS
510-444-6666 925-828-6666

RAIL BONDS
551-7477

Aladdin
BAIL BONDS
510-832-2245
510-832-2245

VILA
BAIL BONDS
510-832-2245
925-828-2222

Bettel
Days
Bail Bonds
925-228-3500
intveunett IA bcentee 1844886

RAIL BONDS
925-251-494
241,0815 • tears

RAIL BONDS
Neither Partners For A Safer America nor the

Courtesy of Alanittla warrant, the qualifications or competence of any person listed on this signboard. 08126/2011

Attachment B

Encasement Style Bail Bond Signboard Sample

ATTACHMENT C

**PARTNERS FOR A SAFER AMERICA (PSA)
PROCEDURE FOR SOLICITATION OF BAIL BOND ADVERTISING**

ATTACHMENT C

PARTNERS FOR A SAFER AMERICA (PSA) BAIL AGENT SOLICITATION PROCESS

Initial Solicitation. The initial solicitation of bail agents to advertise on the LAPD jail signboards will begin within one week from the execution of the contract between Partners for a Safer America (PSA) and LAPD. This solicitation will consist of a mail and email campaign to communicate the opportunity to all bail agents in the LAPD telephone books and selected bail agents outside of the area who PSA believes might want to advertise in the LAPD jails. The solicitation will include:

- A brief description of the advertising opportunity, including the choices of facilities and the ad pricing for each facility.
- The required steps to secure a spot on the new signboards and the timing for each step.
- An ad criteria document that describes the technical and regulatory ad specifications.
- A Space Reservation Form to use for placing an order for an ad spot.
- PSA web site and contact information.

Three weeks after the initial solicitation mailing, a "Final Notice" mailing is sent to all bail agents who did not respond to the initial mailing. This mailing includes the schedule of events and timing to take advantage of the advertising opportunity along with a Space Reservation Form.

All bail agents who have reserved a spot on one or more LAPD jail signboards must sign an advertising agreement, pay their advertising fee, and submit an acceptable ad for inclusion on the signboard by the deadline date. The random lottery drawing for ad spots takes place a few days after the payment deadline date. The signboard is designed using an electronic graphic arts computer program and sent to the printer for production. The printed signboards are shipped directly to the jail to be installed by jail staff. The LAPD jail representative notifies PSA that the signboards have been installed and PSA sends a check and revenue summary to the LAPD for its share of the advertising revenue.

Subsequent Solicitations. Each signboard cycle is for exactly six (6) months. The next payment deadline date is set for about six to seven weeks prior to the next replacement signboard installation date to allow enough time to print and ship the replacement signboards to the jails in time to have them installed on the planned installation date. Thirty (30) days prior to the next payment deadline date, invoices for ad fees are sent to all bail agents who advertised on the previous signboards. On the same date, solicitation emails are sent to all bail agents in the area telephone books who did not advertise last time. Post card solicitations are sent to all bail agents for whom email addresses are not known. This solicitation announces the upcoming deadline date, with instructions to download a Space Reservation Form and send it to PSA to reserve an ad spot. A Final Notice email is sent to all bail agents who were sent

an invoice, but have not yet paid their advertising fees. On the deadline date, any bail agents who have not yet paid their invoices are contacted by telephone for a final chance to pay. Once again, the lottery drawing for ad spots is held and the replacement signboards are printed and sent to the jail for installation on the installation date. The LAPD jail representative notifies PSA that the signboards have been installed and PSA sends a check and revenue summary to the LAPD for its share of the advertising revenue.

ATTACHMENT D

**PARTNERS FOR A SAFER AMERICA (PSA)
PROCEDURE FOR RANDOM ROTATION DRAWINGS (LOTTERY)**

ATTACHMENT D

PARTNERS FOR A SAFER AMERICA (PSA) DRAWING PROCESS FOR ADVERTISING SPOTS

PSA Administrative Web Site. PSA uses its administrative web site to administer the lottery-style drawings for ad spots on all of its jail signboards. This web site is programmed to send a unique user name and password to each bail agent participating in the drawing, which he uses to draw his spot on the signboard. The web site is used to set up a simulation of the layout to be used for the upcoming signboard. As each bail agent logs in and clicks on the "Draw" button on the web site, he is assigned a spot on the signboard layout that is totally at random. The selection of the ad spots cannot be influenced or controlled by PSA, the LAPD or by the bail agents. The assigned spot is displayed on the simulated signboard on the web site, so each bail agent knows where his ad will be located before he leaves the web site.

Drawing for Ad Spots. On the payment deadline date, it is known which bail agents will be advertising on the upcoming jail signboards. A few days after the payment deadline date, these participating bail agents are sent the drawing email mentioned above. The next day the drawing is held from 8 AM until 10 AM. At 10 AM, PSA sends an email to the LAPD representative listing the bail agents who did not draw their own ad spots. The PSA representative randomly picks spots for those advertisers who chose not to do their own drawing. This activity can take up to thirty minutes, depending on how many bail agents did not draw for themselves. After all spots have been drawn, PSA sends an email to the LAPD representative showing where each bail agent's ad will be located. This layout is used by PSA to place the bail agent ads in the proper spots on the printed signboard.

ATTACHMENT E

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 03/2009)

**ATTACHMENT E
STANDARD PROVISIONS FOR CITY CONTRACTS**

TABLE OF CONTENTS

PSC-1 <u>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u>	1
PSC-2 <u>NUMBER OF ORIGINALS</u>	1
PSC-3 <u>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u>	1
PSC-4 <u>TIME OF EFFECTIVENESS</u>	2
PSC-5 <u>INTEGRATED CONTRACT</u>	2
PSC-6 <u>AMENDMENT</u>	2
PSC-7 <u>EXCUSABLE DELAYS</u>	2
PSC-8 <u>BREACH</u>	2
PSC-9 <u>WAIVER</u>	3
PSC-10 <u>TERMINATION</u>	3
PSC-11 <u>INDEPENDENT CONTRACTOR</u>	4
PSC-12 <u>CONTRACTOR'S PERSONNEL</u>	4
PSC-13 <u>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u>	5
PSC-14 <u>PERMITS</u>	5
PSC-15 <u>CLAIMS FOR LABOR AND MATERIALS</u>	5
PSC-16 <u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u>	5
PSC-17 <u>RETENTION OF RECORDS, AUDIT AND REPORTS</u>	5
PSC-18 <u>FALSE CLAIMS ACT</u>	6
PSC-19 <u>BONDS</u>	6
PSC-20 <u>INDEMNIFICATION</u>	6
PSC-21 <u>INTELLECTUAL PROPERTY INDEMNIFICATION</u>	6

TABLE OF CONTENTS (Continued)

PSC-22 <u>INTELLECTUAL PROPERTY WARRANTY</u>	7
PSC-23 <u>OWNERSHIP AND LICENSE</u>	7
PSC-24 <u>INSURANCE</u>	8
PSC-25 <u>DISCOUNT TERMS</u>	8
PSC-26 <u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u>	8
PSC-27 <u>NON-DISCRIMINATION</u>	8
PSC-28 <u>EQUAL EMPLOYMENT PRACTICES</u>	9
PSC-29 <u>AFFIRMATIVE ACTION PROGRAM</u>	11
PSC-30 <u>CHILD SUPPORT ASSIGNMENT ORDERS</u>	15
PSC-31 <u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR</u> <u>WORKER RETENTION ORDINANCE</u>	16
PSC-32 <u>AMERICANS WITH DISABILITIES ACT</u>	17
PSC-33 <u>CONTRACTOR RESPONSIBILITY ORDINANCE</u>	18
PSC-34 <u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE</u> <u>OUTREACH PROGRAM</u>	18
PSC-35 <u>EQUAL BENEFITS ORDINANCE</u>	18
PSC-36 <u>SLAVERY DISCLOSURE ORDINANCE</u>	19
EXHIBIT 1 — INSURANCE CONTRACTUAL REQUIREMENTS	20

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract.

The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

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

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

PSC-4. TIME OF EFFECTIVENESS

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

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

PSC-5. INTEGRATED CONTRACT

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

PSC-6. AMENDMENT

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

PSC-7. EXCUSABLE DELAYS

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

PSC-8. BREACH

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

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

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract.

All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

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

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

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

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION CONTRACTOR

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

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

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

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

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

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

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

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement.

Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

PSC-23. OWNERSHIP AND LICENSE

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

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

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

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

PSC-24. INSURANCE

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

PSC-25. DISCOUNT TERMS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

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

breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities;
4. Reasonable accommodations for persons with disabilities.

Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement

or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

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

CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or

either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

Intentionally blank.

- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying

Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor

or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and
 - 7 The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

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

CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

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

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

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

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

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of

executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
 5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

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

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

PSC-35. EQUAL BENEFITS ORDINANCE

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

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

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

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits

Ordinance may be obtained from the Department of Public Works,
Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)

Required Insurance and Minimum Limits

Name: Partners for a Safer AmericaDate 10/23/2013

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

Limits

✓		Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory EL <u>\$1,000,000</u>
---	--	--

☐ Waiver of Subrogation in favor of City
☐ Longshore & Harbor Workers
☐ Jones Act

✓		General Liability <u>2,000,000</u>
---	--	---

☐ Products/Completed Operations ☐ Fire Legal Liability CI	☐ Sexual Misconduct 	
--	--	--

 Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

✓	Liability (Errors and Omissions)	Professional <u>1,000,000</u>
---	---	--

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

☐ All Risk Coverage ☐ Flood ☐ Earthquake	☐ Boiler and Machinery ☐ Builder's Risk 	
---	--	--

 Pollution Liability

n		
---	--	--

✓	and Payment (Labor and Materials) Bonds Crime Insurance	Surety Bond - Performance 100 % of Contract Price
---	---	--

O t h e r : P r o v i d e d t o A m e l i a S a y o

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

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

