

APPROVED

Nov 07 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-232

DATE November 07, 2024

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PERSONAL SERVICE CONTRACT BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS AND LAW OFFICE OF ROBERTA M. YANG, P.C. TO PROVIDE ON-CALL WORKPLACE INVESTIGATIONS AND COMPLIANCE TRAINING SERVICES

B. Aguirre

M. Rudnick

C. Stoneham

C. Santo Domingo

B. Jones

*N. Williams NDW



General Manager

Approved x

Disapproved

Withdrawn

If Approved: Board President

Board Secretary

RECOMMENDATIONS

1. Approve a proposed personal service contract between the Department of Recreation and Parks (RAP) and the Law Office of Roberta M. Yang, P.C. (Contractor) for on-call workplace investigations and compliance training services, substantially in the form on file in the Board Office and attached hereto as Attachment 1, subject to approval by the City Attorney as to form;
2. Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP to have pre-qualified contractors and that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as-needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of the contractor;
3. Find pursuant to Charter Section 371(e)(8) that RAP may make use of the competitively bid contract of the City of Los Angeles, Department of Airports, frequently referred to as Los Angeles World Airports ("LAWA"), for provision of on-call workplace investigations and compliance training services (Contract No. DA-5566) because contracts for cooperative arrangements with other governmental agencies for the utilization of the

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purchasing contracts, and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;

4. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide on-call workplace investigations and compliance training services;
5. Find, in accordance with Charter Section 375, that it is in the best interest of RAP to prequalify contractors to be eligible to bid on projects for on-call workplace investigations and compliance training services in order to expedite the solicitation and award of such services for projects on an as-needed basis in light of the significant number of projects for such services which are anticipated for the foreseeable future;
6. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake on-call workplace investigations and compliance training services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis;
7. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Contract to City Council for approval and to the City Attorney for approval as to form;
8. Authorize RAP's General Manager to execute the Contract upon receipt of the necessary approvals; and,
9. Authorize RAP Staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

From time to time, RAP's Human Resources Division has need of on-call workplace investigations and compliance training services. Where feasible, RAP opts to make use of existing contracts within the City of Los Angeles. LAWA's Board approved a contract with the Law Office of Roberta M. Yang, P.C. (Contract DA-5566) on July 21, 2022. This contract was executed on August 23, 2022 for a three-year term that is set to expire on August 22, 2025 (Attachment 2). RAP may piggyback on the existing contracts of City departments as well as other governmental agencies is allowed under Charter Section 371(e)(8) as an exception to the City's competitive bidding process. After receiving a utilization memo (Attachment 3), RAP now seeks to establish its own contract based on the competitively bid contract between LAWA and the Contractor (No. DA-5566).

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Departments wishing to make use of other departments' competitively bid contracts in this manner must establish their own contract, contract number and cost ceiling and utilize the same prices, terms and conditions set forth in the original contract. This process is more timely and efficient than distributing a new Request for Proposal (RFP) for the required services.

LAWA distributed the RFP for these services on March 4, 2022 and a contract was executed with the Contractor on August 23, 2022.

RAP's personal service contract with Contractor will have a total not-to-exceed cost ceiling of \$270,000, which is the same amount as LAWA contract DA-5566.

FISCAL IMPACT

The award and execution of this proposed as-needed Contract will have no immediate impact on RAP's General Fund as funding will be identified on a per project basis. General Fund, Special Fund, Grant Funds, and Quimby/Park Fees may be used to carry out projects under this proposed contract.

This Report was prepared by John Busby, Sr. Management Analyst I.

LIST OF ATTACHMENTS

- 1) Proposed Contract between RAP and the Law Office of Roberta M. Yang, P.C.
- 2) Contract between LAWA the Law Office of Roberta M. Yang, P.C. (No. DA-5566)

CONTRACT BETWEEN THE CITY OF LOS ANGELES AND LAW OFFICE OF ROBERTA M. YANG, P.C. TO PROVIDE ON-CALL WORKPLACE INVESTIGATIONS AND COMPLIANCE TRAINING SERVICES FOR THE DEPARTMENT OF RECREATION AND PARKS

THIS CONTRACT, made and entered into this _____ at Los Angeles, California, by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "City"), acting by order of and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "RAP Board"), and LAW OFFICE OF ROBERTA M. YANG, P.C. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City of Los Angeles, Department of Recreation and Parks ("RAP) desires a professional consultant with expertise in providing on-call workplace investigations and compliance training services in compliance with all federal, state and local laws; and

WHEREAS, the City of Los Angeles, Department of Airports, frequently referred to as Los Angeles World Airports ("LAWA") issued a Request for Proposal for on-call workplace investigations and compliance training services (BAVN# 202173); and

WHEREAS, Contractor has the experience, ability, expertise and resources to provide these services under the terms and conditions set forth herein; and

WHEREAS, LAWA determined it is in its best interest to contract for such expert services and has selected Contractor as one of three proposers most qualified to perform the services; and

WHEREAS, the LAWA Board authorized Contract No. DA-5566 on July 21, 2022 for the professional services identified in the Request for Proposal; and

WHEREAS, Contract No. DA-5566 was executed on August 23, 2022 for the professional services identified in the Request for Proposal; and

WHEREAS, on September 26, 2024, RAP requested use of the competitively bid contract with CONTRACTOR from LAWA; and

WHEREAS, on September 26, 2024, LAWA approved RAP's use of the procurement process through which LAWA's Board awarded Contract No. DA-5566 with CONTRACTOR; and

WHEREAS, on **XXXX**, the RAP Board authorized this piggyback contact between RAP and CONTRACTOR for a term ending August 22, 2025.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Term of Contract.

1.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon RAP's issuance of a Notice to Proceed and shall expire no later than August 22, 2025, unless earlier terminated pursuant to the terms of this Contract.

1.2 Either party may terminate this Contract, without cause, upon giving the other party a thirty (30) day advance written notice with the exception that Contractor must complete any assignment of a pending workplace investigation and related work unless the RAP Board or General Manager agrees to waive the completion of an on-going investigation in writing.

1.3 At the request of RAP, and because of the urgent need therefore, Contractor may have begun performance of services required hereunder prior to the execution of this Contract. By its execution hereof, Contractor hereby accepts that such services are subject to all of the terms, covenants, and conditions of this Contract, and Contractor's performance of such service.

Section 2.0 Contractor's Services and Definitions.

2.1 It is expressly understood and agreed that LAWA Contract No. DA-5566, including the Contractor's Proposal, is attached hereto and incorporated herein as Appendix C. If there is a conflict between this Contract and Appendix C, this Contract shall prevail. If there is a conflict between Appendix A and Appendix C, Appendix A shall prevail. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the proposal documents issued by City.

2.2 Contractor agrees to provide workplace investigations, workplace compliance training and related services in compliance with all federal, state and local laws and to meet the requirements of RAP, including any applicable provisions of Appendix C.

2.3 It is understood that when the following words and phrases are used herein, each shall have the meaning set forth below:

RAP Board: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The City of Los Angeles Department of Recreation and Park.

General Manager: RAP General Manager or his designee.

Section 3.0 Warranty.

3.1 Contractor warrants that the services provided herein shall conform to high professional standards and shall be completed in a manner consistent with professional standards practiced among those members of Contractor's profession, doing the same or similar work under the same or similar circumstances.

3.2 If in City's sole discretion any of Contractor's agents, employees or subcontractors are not performing his/her duties under this Contract to the satisfaction of the City, then City shall have the right to request that such agent, employee or subcontractor be removed from the project, and Contractor shall comply with such request and promptly assign a new agent, employee or subcontractor within a reasonable time thereafter, but not longer than ten (10) business days. In no case shall the City's request to assign a new agent, employee or subcontractor result in Contractor terminating this Contract.

Section 4.0 Contractor's Fee.

4.1 The compensation to Contractor shall not exceed Two Hundred Seventy Thousand Dollars (\$270,000). RAP shall pay Contractor for professional consulting services under this Contract in accordance with Exhibit A-2 of Appendix C at the hourly rate as stated therein. Direct expenses such as parking, copy fees, database research, pre-authorized travel, hotel, meals and related expenses will be billed at actual costs in accordance with Exhibit A of Appendix C consistent with City policy.

4.2 RAP is not obligated to pay for Contractor's time, mileage, or other expenses associated with travel unless specifically authorized in advance by written notice from RAP. All travel must be in conformity with any applicable provisions of the Los Angeles Administrative Code.

4.3. If a necessary change causes an increase in the scope of work or services to be performed by Contractor pursuant to this Contract, then the parties hereto shall agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of any increased work or service.

4.4 Contractor shall comply with all applicable laws, rules, and regulations and shall hold all necessary consultations and conferences with personnel of all city, county, state, or federal agencies, as applicable, which may have jurisdiction over, or be concerned with, elements of the work to be performed by Contractor under this Contract.

4.5 According to the fixed fee schedule in Exhibit A of Appendix C, Contractor shall submit a detailed request for payment for consulting services completed to:

Bill Jones, Director of Human Resources
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

Contractor shall attach to each billing request details specifying which tasks have been completed, the total fees for each completed task, and the cumulative total of all fees and costs incurred during the period covered by the invoice. Each invoice must be signed by a duly authorized knowledgeable officer of that firm and must list all projects billed and provide a specific itemization of all hours charged for each task performed.

4.6 Accompanying Verification. All invoices submitted pursuant to this Contract shall be certified by a duly authorized and knowledgeable officer of Contractor in a statement containing the following:

"I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true, and correct according to the terms of this Contract, and that payment therefore has not been received."

4.7 City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the General Manager, such would be in the best interest of the City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City's representative at RAP's above-designated address upon fifteen (15) days' notice. In the event Contractor does not make

available to City the pertinent books and records within the aforesaid fifteen (15) days as set forth in this subsection, Contractor agrees to pay for all travel costs, housing, and other related expenses associated with the audit of said books, reports, accounts, and records by RAP at Contractor's place of records. RAP will not audit books, accounts or records relating to Contractor's overhead, general administrative expenses and Contractor's profit. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

4.8 City, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records, of Contractor, and/or of Sub-Contractors, which are directly pertinent this Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain "records", including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all costs claimed to have been incurred under this Contract. Contractor shall make available to the City and to the Comptroller General, upon request and within a reasonable time, such records, materials and other evidence described herein for examination, audit or reproduction. Such records related to this Contract work shall be maintained and made available by Contractor for three (3) years after final payment on, final termination settlement of, or final dispute resolution of, this Contract, whichever is later. Contractor shall include, in any and all sub-contractor agreements under this Contract that exceed One Hundred Thousand Dollars (\$100,000.00), a provision setting forth the record retention requirements specified in this paragraph.

4.9 Contractor shall comply with all applicable laws, rules, regulations, and shall hold all necessary consultations and conferences with personnel of any and all city, county, state or federal agencies, which may have jurisdiction over or be concerned with elements of the work to be performed by Contractor under this Contract.

4.10 RAP shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount. Good faith efforts will be made to pay invoices within thirty (30) days of City's receipt thereof.

4.11 City shall not be required to make payments for work not yet performed nor for work deemed unsatisfactory by City. The parties agree that the General Manager shall make the final determination as to when Contractor's services or any part thereof have been satisfactorily performed or completed to justify release of any given payment to Contractor under this Contract.

4.12 Contractor agrees to offer RAP any discount terms that are offered to Contractor's best customers for the goods and services to be provided herein and apply such discount to payments made under this Contract that meet the discount terms.

Section 5.0 Notices.

5.1 Notice to RAP. Written notices to RAP hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by regular or priority mail, or the equivalent, postage prepaid, and addressed to:

Jimmy Kim, General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

Brendan Kearns
Deputy City Attorney
Office of City Attorney
200 N. Main Street, Room 700
Los Angeles, CA 90012

or to such other address as RAP may designate by written notice to Contractor.

5.2 Notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed as follows, or to such other address as Contractor may designate by written notice to RAP:

Roberta M. Yang, Esq.
200 S. Barrington Avenue, Suite 444
Los Angeles, CA 90049
roberta@yangatlaw.com

5.3 The execution of any such notice by the General Manager shall be as effective as to Contractor as if it were executed by the RAP Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the General Manager to execute any such notice.

5.4 All such notices, except as otherwise provided herein, may either be delivered personally to the General Manager with a copy to the Office of the City Attorney in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 6.0 Insurance.

6.1. Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on Insurance, Appendix B attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Recreation and Parks, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Appendix B, hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of RAP property or other related functions performed by or on behalf of Contractor under this Contract.

6.2. Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles."

6.3. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Recreation and Parks where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting

for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the General Manager based upon the nature of Contractor's operations and the type of insurance involved.

6.4. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Recreation and Parks, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Recreation and Parks. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

6.5. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

6.6. Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the General Manager in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the General Manager. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with any applicable provisions of City's Administrative Code prior to Contractor occupying RAP property. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

6.7. City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the General Manager who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said General Manager deems to be adequate.

6.8. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

Section 7.0 City Held Harmless.

7.1 In addition to the requirements of Section 6.0 Insurance herein, Contractor shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and

employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, including Contractor, or damage to or destruction of property, including property of Contractor, sustained in, on, or about any RAP property, arising out of Contractor's use or occupancy of RAP facilities, or arising out of the acts or omissions of Contractor, its agents, servants, or employees acting within the scope of their agency or employment.

7.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the work product or deliverables provided to RAP by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, privacy or similar rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

7.3 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof. The provisions of this Section shall survive the termination of this Contract.

Section 8.0 Compliance With All Applicable Laws.

8.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and orders of any federal, state, or local government authority.

8.2 Contractor shall be solely responsible for fully complying with any and all applicable present and future orders, directives, or conditions issued, given or imposed by the General Manager which are now in force or which may be hereafter adopted by the RAP Board or the General Manager with respect to RAP operations.

8.3 Contractor shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, restrictions, ordinances, statutes, laws, orders, directives or conditions.

8.4 Contractor shall be solely responsible for insuring that the consulting services provided herein fully comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws or orders of any federal, state, or local government authority, based on adequate notice from the City or federal, state or local government authority of such rules.

Section 9.0 Disabled Access.

9.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws or orders of any federal, state or local governmental entity or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and penalties levied as the result of, Contractor's noncompliance.

Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

9.2 Should Contractor fail to comply with Section 9.1, the City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 10.0 Independent Contractor.

10.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that the Contractor shall not be an employee of the City under this Contract.

10.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 11.0 Attorney's Fees.

If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of RAP facilities, then Contractor shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City or RAP in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 12.0 Assignment or Transfer Prohibited.

12.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of RAP.

12.2 Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the General Manager is a violation of this Contract and shall be voidable at RAP's option and shall confer no right, title, or interest in this Contract upon the assignee, mortgagee, pledgee, encumbrancer, successor, purchaser or other lien holder.

12.3 When proper consent has been given by the General Manager, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 13.0 Abandonment of Work and Cancellation of Contract; Suspension of Services.

13.1 If, at any time, the General Manager for any reason, with or without cause, decides to terminate this Contract, or any portion of Contractor's services, the General Manager may: (1) require Contractor to terminate the performance of all, or a portion, of its services or (2) terminate this Contract or any part thereof, upon giving Contractor thirty (30) days' written notice prior to the effective date of such termination which date shall be specified in such notice.

13.2 In the event this Contract, or any portion of Contractor's services, is terminated by the General Manager, RAP shall compensate Contractor for services satisfactorily performed and completed prior to the effective date of such termination, less payment previously made by City for said services. RAP shall not be liable for the cost of work performed or expenses incurred subsequent to the date specified by RAP in the thirty (30) day written notice to terminate, and in no event shall such payments exceed the amount specified in Section 4 hereof, to be paid by RAP to Contractor, without the prior approval of RAP Board, unless this Contract is first amended in writing. Such payments shall be made by RAP within a reasonable time following receipt of Contractor's invoice(s) therefore.

13.3 It is understood and agreed that should the General Manager decide that any portion this Contract, or any portion of Contractor's services, shall be suspended or terminated, this Contract shall continue to apply to that portion or those portions not suspended or terminated, and that such suspension or termination of a portion of the services shall in no way make void or invalid this Contract.

13.4 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 City's ownership of rights provided herein. This Section shall survive termination of this Contract.

Section 14.0 Default and Right of Termination.

14.1 In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, RAP shall give Contractor written notice to correct the defect or default and, if the same is not corrected or substantial steps are not taken toward accomplishing such correction, within five (5) days after RAP's mailing such notification, RAP may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

14.2 Notwithstanding anything herein to the contrary, City has the right to terminate this Contract, with or without cause, upon giving Contractor thirty (30) days advance written notice or as otherwise provided herein; and Contractor shall have the right to terminate this Contract, with or without cause, upon giving City one hundred twenty (120) days advance written notice.

14.3 A material default or breach of the terms of any other lease, license, permit, or contract held by Contractor with City shall constitute a material breach of the terms of this Contract and shall give RAP the right to terminate this Contract for cause in accordance with the procedures set forth herein.

Section 15.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 16.0 Intellectual Property Ownership and Rights.

16.1. Ownership. All work products or deliverables originated or prepared by Contractor shall be and remain the property of the City for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the work products without the direct involvement of the Contractor shall be without Liability to Contractor.

Work products are all works, tangible or not, created under this Contract for the City 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 and all forms of intellectual property. To the extent applicable under the U.S. Copyright Act, all works created by Contractor under this Contract are work-made-for-hire created for the sole benefit and ownership of the City.

Contractor hereby assigns, and agrees to assign to City, all goodwill, copyrights and trademarks in all work products originated or 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. This paragraph shall survive expiration or termination of this Contract.

16.2. Obligations on Subcontractor. Any sub-contract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision (on City's ownership in work products) 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 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 subcontractor with such obligations shall subject the Contractor to all remedies allowed under law and termination of this Contract.

16.3. Use of Work products by Third Parties. Contractor shall not make available, provide or disclose any work product to any third party without prior written consent of the City.

16.4. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to the City any ownership, interest or right in any of the Contractor's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract or that is derived independent of Contractor's performance of this Contract or any work for RAP.

16.5. Non-Infringement Warranty. Contractor hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This Section shall survive expiration or termination of this Contract.

16.6. Indemnification of Third Party Intellectual Property Infringement Claims. Consistent with the Hold Harmless provisions herein, Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("infringement action") against the City, including its Boards, Departments and City's officers, agents, servants and employees arising out of any threatened, alleged or actual claim that the work product or deliverables provided to RAP by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, privacy or similar rights of any third party anywhere in the world. Contractor also shall indemnify the City against any loss, cost, expense, liability, and damages awarded against the City or settlement as a consequence of such Action. Under no circumstances is Contractor liable under this subsection to defend and hold the City harmless, where the City licenses or sublicenses for profit any of the intellectual property rights in the work product to a third-party whose use of the intellectual property gives rise to the alleged infringement and whose use is not in any way part of the intended use for the benefit of the City under this Contract.

16.7. In Contractor's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

16.8. Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies 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 of Los Angeles. This Paragraph shall survive the expiration other termination of this Contract.

Section 17.0 Miscellaneous Provisions.

17.1 Fair Meaning. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either RAP or Contractor.

17.2 Section Headings. The Section headings appearing herein are for the convenience of RAP and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

17.3 Void Provisions. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

17.4 Two Constructions. It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17.5 Laws of California. This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

17.6 Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

17.7 Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs. Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance or code language, or amendments thereto, the language of the ordinance or code shall govern.

17.8 Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes that have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

17.9 Force Majeure. Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign

or contractual capacity, insurrection, epidemics, freight embargoes or delay in transportation, and changes in federal, state or local laws.

Section 18.0 Confidentiality of Information.

18.1. Unless expressly agreed otherwise by the General Manager or RAP Board in writing, all deliverables (including but not limited to all confidential records, including but not limited to personnel, employee, financial, health or other workplace-related documents, any security sensitive records, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Contractor in connection with this Contract (collectively "Contract Data") are property of the City and are confidential. Contractor expressly agrees that, except as specifically authorized by the General Manager or RAP Board in writing or as may be required by law, Contract Data will be made available only to the General Manager, RAP Board or their designees, and on a need-to-know basis, Contractor's employees and subcontractors, if allowed herein. Contractor acknowledges that Contract Data may contain confidential or sensitive information vital to the safety or security of RAP. Contractor shall take utmost precautions while sharing information with its subcontractors, and shall do so only on a need-to-know basis only, even while providing any consulting services under this Contract. If Contractor fails to comply with this section, Contractor will be liable for the reasonable costs of actions taken by the City, or any other government agency that the applicable entity reasonably incurs in good faith as a result of such failure. Contractor and its subcontractors shall store all the information gathered or reviewed under this Contract in a secure and safe place during and after the performance of this Contract.

18.2. Except as authorized in writing by the General Manager or RAP Board, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its professional services or the tasks/projects to which the services pertain. Contractor shall be held to the highest standard of professionalism for maintaining confidentiality of any personnel, employee, financial, health or other workplace-related documents.

18.3. If Contractor is presented with a subpoena or a request by an administrative agency regarding any Contract Data which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the General Manager or RAP Board and to the City Attorney for the City of Los Angeles, with the understanding that the City will have the opportunity to contest such process by any means available to it before any Contract Data are submitted to a court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 19.0 INTENTIONALLY LEFT BLANK

Section 20.0 Compliance with Los Angeles City Charter Section 470(c)(12).

20.1 Contractor, subcontractor, and their principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this Contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract No. _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after the City contract is signed. Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contract information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to Contractor within five (5) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

20.2 Contractor, subcontractor, and their principals shall comply with these requirements and limitations throughout the term of this Contract. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be available.

Section 21.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 22.0 INTENTIONALLY LEFT BLANK

Section 23.0 Living Wage and Service Contract Worker Retention Requirements.

23.1 Living Wage Ordinance

23.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of Contractor's who render services that involve an expenditure in excess of Twenty Five Thousand Dollar (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide

certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

23.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

23.1.3 Compliance, Termination Provisions, and Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

23.2 Service Contract Worker Retention Ordinance. This Contract may be subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code), that is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor Contractor for a ninety (90) day transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated Contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject Contractor violated the provisions of the SCWRO.

Section 24.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

24.1 Federal Non-Discrimination Provisions

24.1.1 The Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee for the period during which any Federal assistance is extended to RAP, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; this Provision binds Contractor from the bid solicitation period through the completion of this Contract. All subcontracts awarded under or pursuant to this Contract shall contain this provision.

24.2 Municipal Non-Discrimination Provisions.

24.2.1 THIS SECTION INTENTIONALLY LEFT BLANK

24.2.2 Non-Discrimination In Employment. During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to insure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

24.2.3 Equal Employment Practices. Throughout the term of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, canceled, or suspended.

24.2.4 Affirmative Action Program. Throughout the term of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, canceled, or suspended.

24.3 All subcontracts awarded under or pursuant to this Contract shall contain similar provisions, and Contractor shall require each of its subcontractors to complete a certification and submit to Contractor an Affirmative Action Plan acceptable to City.

Section 25.0 Business Tax Registration.

25.1. Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

25.2. Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 26.0 Child Support Orders. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this Section, Contractor (and any subcontractor of Contractor providing services to RAP under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 27.0 THIS SECTION INTENTIONALLY LEFT BLANK

Section 28.0 THIS SECTION INTENTIONALLY LEFT BLANK

Section 29.0 THIS SECTION INTENTIONALLY LEFT BLANK

Section 30.0 THIS SECTION INTENTIONALLY LEFT BLANK

Section 31.0. THIS SECTION INTENTIONALLY LEFT BLANK

Section 32.0 Counterparts and Electronic Signatures. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or email signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic

mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 33.0 Entire Agreement. This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated Contract.

Section 34.0 Incorporation of Documents. This Contract and exhibits represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

- Appendix A. Standard Provisions for City Contracts (6/24) [v.1]
- Appendix B. Form 146 Insurance Requirements
- Appendix C. LAWA Contract No. DA-5566

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF RECREATION AND PARKS

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

By _____
JIMMY KIM, GENERAL MANAGER

Executed this _____ day
of _____, 20__

LAW OFFICE OF ROBERTA M. YANG, P.C.

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____

Hydee Feldstein Soto, City Attorney

By _____
Brendan Kearns, Deputy City Attorney

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

___ **Crime Insurance** _____

Other: _____

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
LAW OFFICE OF ROBERTA M. YANG, P.C. TO PROVIDE ON-CALL WORKPLACE
INVESTIGATIONS AND COMPLIANCE TRAINING SERVICES FOR
DEPARTMENT OF AIRPORTS**

THIS CONTRACT, made and entered into this 23rd day of August 2022 at Los Angeles, California, by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "City"), acting by order of and through its Board of Airports Commissioners ("Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA"), and LAW OFFICE OF ROBERTA M. YANG, P.C. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City of Los Angeles, Department of Airports, frequently referred to as Los Angeles World Airports ("LAWA"), desires a professional consultant with expertise in providing on-call workplace investigations and compliance training services in compliance with all federal, state and local laws; and

WHEREAS, LAWA issued a Request for Proposal, for on-call workplace investigations and compliance training services (BAVN# 202173), attached hereto and incorporated herein as Exhibit A-1; and

WHEREAS, Contractor has the experience, ability, expertise and resources to provide these services under the terms and conditions set forth herein; and

WHEREAS, LAWA has determined it is in its best interest to contract for such expert services and has selected Contractor as one of three proposers most qualified to perform the services; and

WHEREAS, the Board has authorized this contract for the professional services identified in the Request for Proposal; and

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Term of Contract.

1.1 Notwithstanding any other provision herein, the term of this contract shall commence upon LAWA's issuance of a Notice to Proceed and shall expire no later than three (3) years thereafter, unless earlier terminated pursuant to the terms of this Contract.

1.2 Either party may terminate this Contract, without cause, upon giving the other party

a thirty (30) day advance written notice with the exception that Contractor must complete any assignment of a pending workplace investigation and related work unless the Board or the Executive Director or his/her designee (hereinafter collectively referred to as "Executive Director") agrees to waive the completion of an on-going investigation in writing.

Section 2.0 Contractor's Services and Definitions.

2.1 It is expressly understood and agreed that the City's Request for Proposal ("RFP"), Exhibit A-1, including all forms, attachments and addenda thereto, and the Contractor's Proposal, Exhibit A-2, and its submitted proposal documents including all of LAWA's Administrative Requirements (Exhibits B-J) and any Bonds required under the Request for Proposal, shall constitute, and are hereby incorporated, and made a part of this Contract, and each of the parties hereto expressly covenants and agrees to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. If there is a conflict between Exhibits A-1 or A-2, the City's RFP will prevail. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the proposal documents issued by City.

2.2 Contractor agrees to provide workplace investigations, workplace compliance training and related services in compliance with all federal, state and local laws and to meet the requirements of Los Angeles World Airports contained in the City's RFP, Contractor's Proposal and any subsequent revisions thereof.

2.3 It is understood that when the following words and phrases are used herein, each shall have the meaning set forth below:

BOARD: The Board of Airport Commissioners (BOAC) of the City of Los Angeles.

DEPARTMENT: The City of Los Angeles, Department of Airports, also referred to as Los Angeles World Airports (LAWA).

EXECUTIVE DIRECTOR: Chief Executive Officer of Department of Airports or his designee.

Section 3.0 Warranty

3.1 Contractor warrants that the services provided herein shall conform to high professional standards and shall be completed in a manner consistent with professional standards practiced among those members of Contractor's profession, doing the same or similar work under the same or similar circumstances.

3.2 If in City's sole discretion any of Contractor's agents, employees or subcontractors are not performing his/her duties under this contract to the satisfaction of the City, then City shall have the right to request that such agent, employee or subcontractor be removed from the project,

and Contractor shall comply with such request and promptly assign a new agent, employee or subcontractor within a reasonable time thereafter, but not longer than ten (10) business days. In no case shall the City's request to assign a new agent, employee or subcontractor result in Contractor terminating this Contract.

Section 4.0 Contractor's Fee.

4.1 The compensation to Contractor shall not exceed Two Hundred Seventy Thousand Dollars (\$270,000). LAWA shall pay Contractor for professional consulting services under this Contract per Exhibit A-2 at the hourly rate as stated therein. Direct expenses such as parking, copy fees, database research, pre-authorized travel, hotel, meals and related expenses will be billed at actual costs per Exhibit A consistent with City policy.

4.2 LAWA is not obligated to pay for Contractor's time, mileage, or other expenses associated with travel *unless* specifically authorized in advance by written notice from LAWA. All travel must be in conformity with Los Angeles Administrative Code Sections 4.220 through 4.242.8.

4.3 If a necessary change causes an increase in the scope of work or services to be performed by Contractor pursuant to this Contract, then the parties hereto shall agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of any increased work or service.

4.4 Contractor shall comply with all applicable laws, rules, and regulations and shall hold all necessary consultations and conferences with personnel of all city, county, state, or federal agencies, as applicable, which may have jurisdiction over, or be concerned with, elements of the work to be performed by Contractor under this Contract.

4.5 According to the fixed fee schedule in Exhibit A, Contractor shall submit a detailed request for payment for consulting services completed to:

Louis Gutierrez, Deputy Executive Director
Los Angeles World Airports
7301 World Way West
Los Angeles, California 90045
Telephone: (424) 646-5900

Contractor shall attach to each billing request details specifying which tasks have been completed, the total fees for each completed task, and the cumulative total of all fees and costs incurred during the period covered by the invoice. Each invoice must be signed by a duly authorized knowledgeable officer of that firm and must list all projects billed and provide a specific itemization of all hours charged for each task performed.

4.6 Accompanying Verification. All invoices submitted pursuant to this Contract shall be certified by a duly authorized and knowledgeable officer of Contractor in a statement containing the following:

“I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true, and correct according to the terms of this Contract, and that payment therefore has not been received.”

4.7 City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Executive Director or his/her designee (hereinafter collectively referred to as “Executive Director”), such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City’s representative at LAWA’s above-designated address upon fifteen (15) days’ notice. In the event Contractor does not make available to City the pertinent books and records within the aforesaid fifteen (15) days as set forth in this subsection, Contractor agrees to pay for all travel costs, housing, and other related expenses associated with the audit of said books, reports, accounts, and records by LAWA at Contractor’s place of records. LAWA will not audit books, accounts or records relating to Contractor’s overhead, general administrative expenses and Contractor’s profit. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

4.8 City, the Federal Aviation Administration (FAA), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records, of Contractor, and/or of Sub-Contractors, which are directly pertinent this Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain “records”, including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all costs claimed to have been incurred under this Contract. Contractor shall make available to the City and to the Comptroller General, upon request and within a reasonable time, such records, materials and other evidence described herein for examination, audit or reproduction. Such records related to this Contract work shall be maintained and made available by Contractor for three (3) years after final payment on, final termination settlement of, or final dispute resolution of, this Contract, whichever is later. Contractor shall include, in any and all Sub-Contractor agreements under this Contract that exceed One Hundred Thousand Dollars (\$100,000.00), a provision setting forth the record retention requirements specified in this paragraph.

4.9 Contractor shall comply with all applicable laws, rules, regulations, and shall hold all necessary consultations and conferences with personnel of any and all city, county, state or federal agencies, which may have jurisdiction over or be concerned with elements of the work to be performed by Contractor under this Contract.

4.10 LAWA shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount. Good faith efforts will be made to pay invoices within thirty (30) days of City's receipt thereof.

4.11 City shall not be required to make payments for work not yet performed nor for work deemed unsatisfactory by City. The parties agree that the Executive Director, or authorized designee, shall make the final determination as to when Contractor's services or any part thereof have been satisfactorily performed or completed to justify release of any given payment to Contractor under this Contract.

4.12 Contractor agrees to offer LAWA any discount terms that are offered to Contractor's best customers for the goods and services to be provided herein and apply such discount to payments made under this Contract that meet the discount terms.

Section 5.0 Notices.

5.1 **Notice to LAWA.** Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by regular or priority mail, or the equivalent, postage prepaid, and addressed to:

**Louis Gutierrez
Deputy Executive Director
Department of Airports
7301 World Way West
Los Angeles, CA 90045**

**Lorena Mora
Deputy City Attorney
Office of City Attorney
1 World Way, Ste. 102
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as LAWA may designate by written notice to Contractor.

5.2 **Notice to Contractor.** Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed as follows, or to such other address as Contractor may designate by written notice to LAWA:

**Roberta M. Yang, Esq.
LAW OFFICE OF ROBERTA M. YANG, P.C.
200 S. Barrington Avenue, Suite 444
Los Angeles, CA 90049
roberta@yangatlaw.com**

5.3 The execution of any such notice by Chief Executive Officer shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of Chief Executive Officer to execute any such notice.

5.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 6.0 Insurance.

6.1. Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on Insurance, Exhibit "B," attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit "B," hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Contractor under this Contract.

6.2. Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles."

6.3. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director based upon the nature of Contractor's operations and the type of insurance involved.

6.4. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

6.5. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

6.6. Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code prior to Contractor occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

6.7. City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the Executive Director who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Executive Director deems to be adequate.

6.8. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

Section 7.0 City Held Harmless.

7.1 In addition to the requirements of Section 6.0 Insurance herein, Contractor shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, including Contractor, or damage to or destruction of property, including property of Contractor, sustained in, on, or about the Airport, arising out of Contractor's use or occupancy of Airport, or arising out of the acts or omissions of Contractor, its agents, servants, or employees acting within the scope of their agency or employment.

7.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the work product or deliverables provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, privacy or similar rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

7.3 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof. The provisions of this Section shall survive the termination of this Agreement.

Section 8.0 Compliance With All Applicable Laws

8.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and orders of any federal, state, or local government authority.

8.2 Contractor shall be solely responsible for fully complying with any and all applicable present and future orders, directives, or conditions issued, given or imposed by the Executive Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners or the Chief Executive Officer with respect to the operation of Airport.

8.3 Contractor shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, restrictions, ordinances, statutes, laws, orders, directives or conditions.

8.4 Contractor shall be solely responsible for insuring that the consulting services provided herein fully comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws or orders of any federal, state, or local government authority, based on adequate notice from the City or federal, state or local government authority of such rules.

Section 9.0 Disabled Access.

9.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws or orders of any federal, state or local governmental entity or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely

responsible for any and all damages caused by, and penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

9.2 Should Contractor fail to comply with Section 9.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 10.0 Independent Contractor.

10.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor shall not be an employee of City under this contract.

10.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 11.0 Attorney's Fees.

If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of Airport, then Contractor shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City or LAWA in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 12.0 Assignment or Transfer Prohibited.

12.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of LAWA.

12.2 Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in this Contract upon the assignee, mortgagee, pledgee, encumbrancer, successor, purchaser or other lien holder.

12.3 When proper consent has been given by the Executive Director, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 13.0 Abandonment of Work and Cancellation of Contract; Suspension of Services.

13.1 If, at any time, the Executive Director for any reason, with or without cause, decides to terminate this Contract, or any portion of Contractor's services, the Executive Director may: (1) require Contractor to terminate the performance of all, or a portion, of its services or (2) terminate this Contract or any part thereof, upon giving Contractor thirty (30) days' written notice prior to the effective date of such termination which date shall be specified in such notice.

13.2 In the event this Contract, or any portion of Contractor's services, is terminated by the Executive Director, LAWA shall compensate Contractor for services satisfactorily performed and completed prior to the effective date of such termination, less payment previously made by City for said services. LAWA shall not be liable for the cost of work performed or expenses incurred subsequent to the date specified by LAWA in the thirty (30) day written notice to terminate, and in no event shall such payments exceed the amount specified in Section 4 hereof, to be paid by LAWA to Contractor, without the prior approval of Board, unless this Contract is first amended in writing. Such payments shall be made by LAWA within a reasonable time following receipt of Contractor's invoice(s) therefore.

13.3 It is understood and agreed that should the Executive Director decide that any portion this Contract, or any portion of Contractor's services, shall be suspended or terminated, this Contract shall continue to apply to that portion or those portions not suspended or terminated, and that such suspension or termination of a portion of the services shall in no way make void or invalid this Contract.

13.4 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 City's ownership of rights provided herein. This section shall survive termination of this Contract.

Section 14.0 Default and Right of Termination.

14.1 In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected or substantial steps are not taken toward accomplishing such correction, within five (5) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

14.2 Notwithstanding anything herein to the contrary, City has the right to terminate this Contract, with or without cause, upon giving Contractor thirty (30) days advance written notice or as otherwise provided herein; and Contractor shall have the right to terminate this Contract, with or without cause, upon giving City one hundred twenty (120) days advance written notice.

14.3 A material default or breach of the terms of any other lease, license, permit, or contract held by Contractor with City shall constitute a material breach of the terms of this Contract and shall give LAWA the right to terminate this contract for cause in accordance with the procedures set forth herein.

Section 15.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 16.0 Intellectual Property Ownership and Rights.

16.1. Ownership. All work products or deliverables originated or prepared by Contractor shall be and remain the property of the City for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the work products without the direct involvement of the Contractor shall be without Liability to Contractor. Work products are all works, tangible or not, created under this Contract for the City 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 and all forms of intellectual property. To the extent applicable under the U.S. Copyright Act, all works created by Contractor under this Contract are work-made-for-hire created for the sole benefit and ownership of the City. Contractor hereby assigns, and agrees to assign to City, all goodwill, copyrights and trademarks in all work products originated or 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. This paragraph shall survive expiration or termination of this Contract.

16.2. Obligations on Subcontractor. Any sub-contract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision (on City's ownership in work products) 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 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 subcontractor with such obligations shall subject Contractor to all remedies allowed under law and termination of this Contract.

16.3. Use of Work products by Third Parties. Contractor shall not make available, provide or disclose any work product to any third party without prior written consent of the City.

16.4. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to the City any ownership, interest or right in any of the Contractor's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract or that is derived independent of Contractor's performance of this Contract or any work for LAWA.

16.5. Non-Infringement Warranty. Contractor hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This section shall survive expiration or termination of this Contract.

16.6. Indemnification of Third Party Intellectual Property Infringement Claims.

Consistent with the Hold Harmless provisions herein, Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("infringement action") against the City, including its Boards, Departments and City's officers, agents, servants and employees arising out of any threatened, alleged or actual claim that the work product or deliverables provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, privacy or similar rights of any third party anywhere in the world. Contractor also shall indemnify the City against any loss, cost, expense, liability, and damages awarded against the City or settlement as a consequence of such Action. Under no circumstances is Contractor liable under this subsection to defend and hold the City harmless, where the City licenses or sublicenses for profit any of the intellectual property rights in the work product to a third-party whose use of the intellectual property gives rise to the alleged infringement and whose use is not in any way part of the intended use for the benefit of the City under this Contract.

16.7. In Contractor's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

16.8. Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies 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 of Los Angeles. This Paragraph shall survive the expiration or other termination of this Contract.

Section 17.0 Miscellaneous Provisions.

17.1 Fair Meaning. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either LAWA or Contractor.

17.2 Section Headings. The Section headings appearing herein are for the convenience of LAWA and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

17.3 Void Provisions. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

17.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17.5 **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

17.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

17.7 **Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs.** Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance or code language, or amendments thereto, the language of the ordinance or code shall govern.

17.8.1 **Amendments to Ordinances and Codes.** The obligation to comply with any Ordinances and Codes that have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

17.9 **Force Majeure.** Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargos or delay in transportation, and changes in federal, state or local laws.

Section 18.0 Confidentiality of Information.

18.1. Unless expressly agreed otherwise by the Executive Director or Board in writing, all deliverables (including but not limited to all confidential records, including but not limited to personnel, employee, financial, health or other workplace-related documents, any security sensitive records, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Contractor in connection with this Contract (collectively "Contract Data") are property of the City and are confidential. Contractor expressly agrees that, except as specifically authorized by the Executive Director or Board in writing or as may be required by law, Contract Data will be made available only to the Executive Director, Board or their designees, and on a need-to-know basis, Contractor's employees and subcontractors, if allowed herein. Contractor acknowledges that Contract Data may contain confidential or sensitive information vital to the safety or security of the Airports. Contractor shall take utmost precautions while sharing information with its subcontractors, and shall do so only on a need-to-know basis

only, even while providing any consulting services under this contract. If Contractor fails to comply with this section, Contractor will be liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration (“FAA”), or the Transportation Security Administration (“TSA”) that the applicable entity reasonably incurs in good faith as a result of such failure, including, without limitation. Contractor and its subcontractors shall store all the information gathered or reviewed under this Contract in a secure and safe place during and after the performance of this Contract.

18.2. Except as authorized in writing by the Executive Director or Board, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its professional services or the tasks/projects to which the services pertain. Contractor shall be held to the highest standard of professionalism for maintaining confidentiality of any personnel, employee, financial, health or other workplace-related documents.

18.3. If Contractor is presented with a subpoena or a request by an administrative agency regarding any Contract Data which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Executive Director or Board and to the City Attorney for the City of Los Angeles, with the understanding that the City will have the opportunity to contest such process by any means available to it before any Contract Data are submitted to any court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 19.0 Airport Security, Badging and Vehicles.

19.1. This Contract is expressly subject to 49 U.S.C. Chapter 44903, Security, the provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Contractor must comply, and must cause its subcontractor, guests, and invitees to comply, with all such rules and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's Airports which may be promulgated from time to time by the Executive Director or Board.

19.2. If, in the performance of this Contract, any employee of Contractor or any subcontractor requires: (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport(s); (ii) unescorted access or regular escorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, then that employee is subject to such employment investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as well as the FAA, the TSA, and other agencies that the City considers prudent.

19.3. All such individuals who pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge

that must be visibly displayed at all times while on the airfield or other secured areas of the Airport(s). They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, the Under Secretary of the TSA and the Executive Director or Board.

Section 20.0 Compliance with Los Angeles City Charter Section 470(c)(12).

20.1 Contractor, subcontractor, and their principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract No. _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after the City contract is signed. Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contract information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to Contractor within five (5) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

20.2 Contractor, subcontractor, and their principals shall comply with these requirements and limitations throughout the term of this Contract. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be available.

Section 21.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 23.0 Living Wage and Service Contract Worker Retention Requirements.

23.1 Living Wage Ordinance

23.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of Contractor's who render services that involve an expenditure in excess of Twenty Five Thousand Dollar (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

23.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

23.1.3 Compliance, Termination Provisions, and Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage

rates, effective on the Execution Date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

23.2 Service Contract Worker Retention Ordinance. This Contract may be subject to the Service Contract Worker Retention Ordinance (“SCWRO”)(Section 10.36, et seq, of the Los Angeles Administrative Code), that is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor Contractor for a ninety (90) day transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated Contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject Contractor violated the provisions of the SCWRO.

**Section 24.0 Nondiscrimination and Equal Employment Practices/
Affirmative Action Program.**

24.1 Federal Non-Discrimination Provisions

24.1.1 The Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period

during which the airport sponsor or any transferee retains ownership or possession of the property. This Provision binds Contractor from the bid solicitation period through the completion of the contract. All subcontracts awarded under or pursuant to this Contract shall contain this provision.¹

24.2 **Municipal Non-Discrimination Provisions.**

24.2.1 **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the Contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Nor shall Contractor or any person claiming under or through Contractor establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Contractors, subcontractors, or vendees of the Airport. Any assignment or transfer, which may be permitted under this Contract, shall also be subject to all non-discrimination clauses contained in Section 24.

24.2.2 **Non-Discrimination In Employment.** During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to insure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

24.2.3 **Equal Employment Practices.** Throughout the term of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor

¹ Pursuant to Section 520 of the Airport and Airway Improvement Act of 1982, LAWA Consultants must comply with general civil rights requirements prohibiting discrimination in employment practices.

has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

24.2.4 **Affirmative Action Program**. Throughout the term of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

24.3 All subcontracts awarded under or pursuant to this Contract shall contain similar provisions, and Contractor shall require each of its subcontractors to complete a certification and submit to Contractor an Affirmative Action Plan acceptable to City.

Section 25.0 Business Tax Registration.

25.1. Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

25.2. Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 26.0 Child Support Orders. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this Section, Contractor (and any subcontractor of Contractor providing services to LAWA under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully

served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 27.0 Contractor Responsibility Program.

27.1. Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective August 23, 2011, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA Contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, services, and/or purchases of goods and products that require Board approval.

27.2. Bidders/Proposers are required to complete and submit with the bid/proposal the "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractor will be required to submit the Pledge to the prime Contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 28.0 Equal Benefits Ordinance.

28.1. Unless otherwise exempt, Contractor shall comply with the applicable provisions of the Equal Benefits Ordinance ("EBO"), Section 10.8.2.1 of the Los Angeles Administrative Code throughout the term of this Contract. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and,

which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

28.2. Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to 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, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.”

28.3. The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO, the City may cancel or terminate the Contract, in whole or in part, and all monies due or to become due under the 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. 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. If the City determines that 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.

Section 29.0 First Source Hiring Program For Airport Employers (LAX Only)

29.1 Contractor shall comply with all terms and conditions of the First Source Hiring Program (hereinafter referred to as “FSHP”) throughout the term of this Contract. The rules, regulations, requirements, and penalties of the FSHP are attached as Exhibit I and made a material term of this Agreement.

Section 30.0 Alternative Fuel Vehicle Requirement Program (LAX Only)

30.1 Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the “Alternative Fuel Vehicle Requirement Program”), if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit J and made a material term of this Contract.

Section 31.0. Environmentally Favorable Operations.

31.1. If applicable, Contractor acknowledges for itself and any sub-concessionaires that its operation of its activities under this Contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (hereinafter collectively referred to as “LAWA Policies”) as such LAWA Policies may be promulgated, revised and amended from time-to-time.”

Section 32.0 Counterparts and Electronic Signatures. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 33.0 Entire Agreement. This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated Contract.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by Executive Director and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

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

Date: Aug 17, 2022

CITY OF LOS ANGELES

By 
Justin Erbacci (Aug 23, 2022 14:26 PDT)

Justin Erbacci
Chief Executive Officer
Department of Airports

By INDOO DESAI
INDOO DESAI (Aug 17, 2022 15:01 PDT)
Assistant/Deputy City Attorney

By 
Deputy Executive Director,
Chief Financial Officer
Tatiana Starostina

ATTEST:

LAW OFFICE OF ROBERTA M. YANG, P.C.

By: Roberta M. Yang
Signature (Secretary)

By: Roberta M. Yang
Signature

ROBERTA M. YANG
Print Name

ROBERTA M. YANG
Print Name

[SEAL]

CEO, President, Managing Attorney
Print Title

DA-5566 - Roberta Yang

Interim Agreement Report










2022-08-23

Created:	2022-08-17
By:	LAURA CHITTUM (lchittum@lawa.org)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAuOZYdGRdT7WckXa7F7YN2onCHK3MXJem

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"DA-5566 - Roberta Yang" History

-  Document created by LAURA CHITTUM (lchittum@lawa.org)
2022-08-17 - 9:38:04 PM GMT- IP address: 198.140.114.218
-  Document emailed to INDOO DESAI (idesai@lawa.org) for signature
2022-08-17 - 9:41:12 PM GMT
-  Email viewed by INDOO DESAI (idesai@lawa.org)
2022-08-17 - 9:58:35 PM GMT- IP address: 198.140.114.218
-  Document e-signed by INDOO DESAI (idesai@lawa.org)
Signature Date: 2022-08-17 - 10:01:18 PM GMT - Time Source: server- IP address: 198.140.114.218
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DA-5566 - Roberta Yang

Final Audit Report

2022-08-23

Created:	2022-08-23
By:	LAURA CHITTUM (lchittum@lawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Ux914hEKk8Bu0WnRYwpyv8f6x7bNyiC

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-  Document created by LAURA CHITTUM (lchittum@lawa.org)
2022-08-23 - 5:58:15 PM GMT- IP address: 198.140.114.217
-  Document emailed to Justin Erbacci (jerbacci@lawa.org) for signature
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-  Document e-signed by Justin Erbacci (jerbacci@lawa.org)
Signature Date: 2022-08-23 - 9:26:46 PM GMT - Time Source: server- IP address: 166.137.163.13
-  Agreement completed.
2022-08-23 - 9:26:46 PM GMT

LAW OFFICE OF ROBERTA M. YANG, P.C.

EXHIBIT LIST

- Exhibit A-1 Request for Proposal
- Exhibit A-2 Proposer's RFP Response
- Exhibit B Insurance
- Exhibit C Equal Employment Practices
- Exhibit D Affirmative Action Program
- Exhibit E Child Support Ordinance
- Exhibit F Living Wage Ordinance
- Exhibit G Assignment of Anti-Trust Claims
- Exhibit H Contractor Responsibility Program
- Exhibit I First Source Hiring Program
- Exhibit J Alternative Fuel Vehicle Requirement

EXHIBIT A-1

Request for Proposal



*Los Angeles
World Airports*

REQUEST FOR PROPOSALS
FOR
On-Call Workplace Investigation and Compliance
Training services
FOR
Los Angeles World Airports

Provide professional services such on-call workplace investigation services and/or workplace compliance training on an as-needed basis.

Release Date	Friday, March 04, 2022
Due Date	Friday, April 01, 2022 11:59 pm, Pacific Time rjennings@lawa.org
Pre-proposal conference	Wednesday, March 16, 2022 1:00pm, Pacific Time Zoom Conference Registration required at rjennings@lawa.org
Deadline to submit all questions	Friday, March 18, 2022 12:00pm, Pacific Time rjennings@lawa.org
RFP Administrator	Rodrix Jennings Los Angeles World Airports Human Resources Services 7301 World Way West, fifth Floor Los Angeles, CA 90045 rjennings@lawa.org

Note: All communications regarding this Request for Proposals shall be directed in writing to the RFP Administrator listed above. Written communications may be made through email, U.S. mail, or delivery service. Any proposer communicating with Los Angeles World Airports staff other than the RFP Administrator may be disqualified, and their proposal declared non-responsive.

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SECTION 1: THE OPPORTUNITY

1.1. Objective

To award multiple 3-year contracts to multiple proposers for investigative and training services including independent workplace investigations and related training in EEO Compliance, Sexual Harassment, and Workplace Violence Prevention. LAWA's intent is to possibly award a contract (or contracts) for the Investigative Services component separate and apart from the contract (or contracts) for Training Services. LAWA may award more than one contract for each component of this RFP.

1.2. Background

The Los Angeles World Airports (LAWA) is the Department of Airports of the City of Los Angeles (City) established pursuant to Article XXIV, Section 238 of the City Charter. As a financially self-sufficient, proprietary department of the City, LAWA is under the management and control of a seven-member Board of Airport Commissioners (BOAC) appointed by the Los Angeles City Mayor and approved by the Los Angeles City Council. The CEO administers LAWA and reports to the BOAC. LAWA operates and maintains Los Angeles International Airport (LAX), and Van Nuys Airport (VNY).

LAWA is required to investigate complaints of discrimination, sexual harassment, retaliation and other confidential and complex workplace complaints filed by or against LAWA employees. Therefore, LAWA is seeking qualified Proposers that will be immediately available at such time that an allegation of discrimination, harassment, retaliation or any other confidential and complex workplace complaint is received to conduct a thorough fact-finding investigation, to prepare a report as requested, to testify about the fact-finding investigation in any legal proceeding as needed, to deliver as-needed workplace compliance training, such as Equal Employment Opportunity (EEO) compliance and sexual harassment prevention training to targeted groups of employees, and to provide related services.

1.3. Scope of Services

Contractor will provide a broad range of general workplace investigation services, including but not limited to conducting fact-finding and analysis of allegations discrimination, harassment, retaliation, whistle-blowing, reported misconduct or similar workplace investigations, analysis of evidence, preparing detailed report(s) with conclusions and/or recommendations, and testifying in administrative or legal proceedings about any workplace investigations.

Contractor will also provide workplace compliance reviews or trainings. All services will be fully compliant with all legal standards, rules and regulations and shall be completed

within a specified timeline to the satisfaction of the Chief Executive Officer, Chief Financial Officer or their designee.

When a workplace complaint is received, LAWA's Human Resources Director (or their designee) will review the complaint and determine if an investigation by the successful Proposer(s) is necessary. Once a decision is made to conduct an investigation, the successful Proposer(s) will be called to perform the necessary services, in compliance with all federal and state employment laws. The Human Resources Director or her designee will review the results of the investigation to determine if additional information or investigation is needed. Once the Human Resources Director or her designee determines the investigation is complete, the results of the investigation will be forwarded to Executive Management for appropriate action.

The workplace investigation services, workplace compliance training, and testifying in administrative or legal proceedings will be utilized on an as needed basis. As such, no work is guaranteed under this proposed agreement.

Upon award of a contract with LAWA, the successful Proposer(s), under the direction of LAWA's Human Resources Director (or their designee), will be responsible for providing thorough workplace investigations (and related reports) and/or for delivering quality workplace compliance training.

In connection with this RFP, LAWA has established the following goals for successful Proposers:

- Provide thorough workplace investigative reports in a timely manner and in most cases within 90 calendar days of Notice to Proceed.
- Deliver quality workplace compliance training within a timely manner and in most cases within 30 calendar days of Notice to Proceed.
- Provide professional consulting services to LAWA within a timely manner and in most cases within 30 calendar days of Notice to Proceed.

1.4. Qualifications

LAWA does not intend to limit the type of entity that may propose. Proposing entities may include individuals, corporations, partnerships, limited liability corporations or joint ventures. The Proposer, i.e., the proposing entity, should be the legal entity that will execute the Agreement. Such entity may be one that is newly created for the purpose of proposing on this opportunity.

The Proposer need not have all the required skills and experience in house, but may assemble a team to provide the necessary skills and experience ("Proposal Team"). The Proposal Team may be assembled in a variety of ways, including through contracting, partnering, joint venturing, etc. It will be the entirety of the proposal team that will be evaluated and scored.

In order to be considered, the Proposer should either have expertise in the fields of employment law, law enforcement, government, or other related fields and demonstrated ability to perform the services required, as described in the "Scope of Services" section or in providing large scale training services.

Proposers offering investigative services must have significant fact-finding and workplace investigation experience conducting investigations of complex, sensitive workplace matters and employee misconduct such as:

- Sexual harassment and misconduct
- Discrimination
- Whistleblower claims
- Retaliation
- Wrongful termination
- All forms of employee misconduct
- Wage and hour violations
- Fraud and embezzlement
- Internal controls compliance

Any workplace investigations conducted pursuant to the contract to be awarded from this Request for Proposals shall be performed in accordance with law, including but not limited to Business & Professions Code section 7521, et seq. As to the workplace investigation aspect of work to be performed, Proposers shall provide information setting for their license number(s) and other basis to lawfully perform workplace investigations.

Proposers offering training services must have a training and development background in a broad range of workplace compliance areas, such as EEO compliance, sexual harassment prevention, reasonable accommodations, and wage and hour compliance. Further, individuals may not be currently employed by the City or have an officer of the firm employed by the City.

All Proposers should offer a proposal that demonstrates their ability to effectively provide on-call workplace investigations, workplace compliance training, and related services, in compliance with all relevant federal and state employment laws, (including but not limited to) Title VII, Americans with Disabilities Act (ADA), Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA) and California's Fair Employment and Housing Act (FEHA), and The Peace Officer's Bill of Rights.

SECTION 2: THE PROPOSAL

2.1. CONTENTS

Proposers must:

- Verify that the proposal is complete and the firm has completely responded to all proposal items and administrative documents in the RFP.
- Make sure that the proposal is well organized and easy to read.

Written submittal to this RFP process will be the primary basis on which LAWA will consider its award for the contract; therefore, Proposers should be thorough, detailed and as concise as possible when responding to each proposal item and assembling a proposal. In the written proposal, Proposers must include responses to all proposal items requested. Proposers will not be able to add to or modify their proposals after the proposal due date unless approved by LAWA. Additionally, LAWA reserves the right to clarify or modify proposals based on mutual benefit of both sides. LAWA may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies.

In submitting the proposal, the Proposer agrees that the proposal will remain subject to acceptance for three (3) months after the proposal submission deadline.

Proposals must contain all of the following:

2.1.1 Cover Letter

The cover letter, which will be considered an integral part of the proposal, should be on official company letterhead, identify the Proposer's legal structure (refer to Section 1.4) and be signed by the person or persons who have legal authority to bind the firm in contractual matters with LAWA. It should also contain their contact information. A copy of the Corporate Resolution or other appropriate evidence of authority must be attached to the cover letter. LAWA reserves the right to reject any proposal that contains an unsigned cover letter and/or submits incomplete documentation.

2.1.2 Table of Contents

Include a Table of Contents listing the various sections included in the proposal.

2.1.3 Executive Summary

The Executive Summary must include a brief statement of how the proposer shall meet the scope requirements as set forth in this RFP document. Proposers must also include information that demonstrates the team's strengths, the Proposer's capacity to carry out the type of assignments described in the proposed scope of work, the Proposer's experience and expertise, and a statement about why the Proposer's proposal would be the best selection. (1 page maximum)

2.1.4 Understanding of the Assignment

The Understanding of the Assignment should explain the Proposer's understanding and interpretation of the key goals and objectives of this RFP, including compliance with the various regulatory requirements associated with *On-Call Workplace Investigator and Workplace Compliance Trainer for LAWA* and their understanding of the organizational and logistical needs inherent in the scope of services. Areas not in this RFP, but which the Proposer believes are essential to the effective performance and completion of the required services should also be addressed. (3 pages maximum)

2.1.5 Methodology and Approach

Part 1 - Experience Providing Workplace Investigations and Workplace Compliance Training

Describe three projects the Proposer considers most relevant to the information requested in this RFP. Two of the projects should be related to workplace investigations and one related to workplace compliance training. (1 page maximum per project.)

Part 2 - Approach and Resources

Describe the Proposer's approach to conducting a workplace investigation and workplace compliance training. Include the skills, tools and resources the Proposer can bring to provide the services required in this RFP. (1 page maximum)

Part 3 - Quality Assurance Guarantees and Estimated Turn-Around Times

Describe the Proposer's approach to ensuring the services are rendered in a timely manner given the established goals for reports and training. (1 page maximum)

2.1.6 Organization and References

A. Organizational Chart and Proposal Team Identification (1 page maximum – 8.5" x 11")

Submit a project organizational chart identifying the Account Representative and key staff and note which area(s) of the scope of work they will be associated with. Include the following information on the chart:

- a. Names and titles of individuals who will be involved in this project (with company affiliation).
- b. A responsibility matrix indicating the reporting structure and task responsibilities of each member of the project team.

B. Proposal Team Description (3 pages maximum)

Provide resumes of proposed key staff as an appendix. Include everyone required to perform the scope of work.

Note: Once the Proposal is submitted, the composition of the Proposal Team cannot be altered without consent of LAWA. Once a contract is awarded and executed, LAWA must approve any change to the key staff assigned to the project. New personnel are required to submit a resume stating qualifications and experience to accomplish the project. LAWA reserves the right to verify each candidate's experience and education.

C. Company Profile (1 page maximum)

Provide a description of the Proposer.

- a. Identify Proposer's years of experience, number of staff, location of staff and/or offices (including location of the headquarters office and any local offices), telephone number, fax number, and e-mail address.
- b. Identify the names of all general partners or owner(s) of your firm, their titles, office location, telephone number, fax number, and e-mail address.
- c. List key clients and other information relevant to the proposed scope of work.

D. Experience and References

List up to five non-City, Non-LAWA, references with which the Proposer has conducted similar services during the past three years using the sample contract provided in Attachment 4.3: Sample Contract. References must include:

- a. Company
 - i. Company Name
 - ii. Business Type
 - iii. Address

- b. Contact Person

The person should be the contract manager or principal individual with direct knowledge of contract and service performance.

- i. Contact Person Name
- ii. Title
- iii. Address
- iv. Telephone Number
- v. Email Address

- c. Project/contract start date
- d. Project/contract end date
- e. Description of the project/contract:
 - i. Name of Project
 - ii. Project Service
 - iii. Address and location of service provided
- f. Contract Value

If a subcontractor, indicate the total value of the project/contract and the total value of the Proposer's portion of work on the project.

A list of all current and prior City of Los Angeles contracts, including LAWA contracts, held within the last 10 years shall be provided in accordance with the Administrative Requirements as outlined within Attachment 4.1: Administrative Requirements of this RFP.

LAWA, in its sole discretion, reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LAWA deems necessary.

2.1.7 Financial Capability

This section should provide LAWA with an understanding of the Proposer's financial capability to provide the services described in this RFP. LAWA reserves the right to request, at any time during the RFP process, any additional information it deems appropriate to assist in determining whether the Proposer has the requisite financial capacity.

The Proposer must provide:

- a. Financial statements for the most recent TWO complete fiscal years audited and certified by a licensed public accountant, or if unaudited, then accompanied by a notarized statement from the Chief Financial Officer certifying the accuracy of the financial information contained in such statements.
- b. All financial information for each partner, LLC/LLP member, or joint venture, respectively, if the Proposer intends to organize as a partnership, LLC, LLP or joint venture.
- c. Written statement from any person or entity to indicate the level of commitment together with the financial information detailed in this section as if the guarantor were the Proposer. LAWA reserves the right to require guarantors' financial information if the Proposer is an LLC or LLP.

2.1.8 Cost Proposal

The Proposer shall submit Proposed Level of Fees related to workplace investigations and/or workplace compliance training at an hourly rate. Clearly, state all other estimated proposed fees expected over a three-year period. (1 page maximum)

The proposed charges must be all-inclusive, with all fees, administrative overhead, and all other costs included. At LAWA's discretion, specific charges and fees in addition to the hourly rates may be approved on a case-by-case, in advance of fees being incurred. Without a LAWA approved exception, no additional administrative charges or fees will be paid other than the hourly fees.

This RFP does not indicate the amount of funds available. Funds will be budgeted to permit contracting for workplace investigations or workplace compliance trainings as needed.

2.1.9 Submission Format

The following number of copies must be provided:

1. Part 1: The Proposal – One (1) original and four (4) copies of the required information and/or documents as outlined in Section 2 – The Proposal of this RFP.
2. Part 2: Administrative Requirements – One (1) original and one (1) copy of the required administrative forms as outlined in Attachment 4.1: Administrative Requirements of this RFP.

The original of each Part 1 and Part 2 must be marked “Original” on its front page or cover, must contain the original signatures, and must be signed by a duly authorized representative(s) of the Proposer.

Each bound copy titled “Part 1: The Proposal” should be printed double-sided on 8½” x 11” paper (11x17 page size may be used if folded to fit size requirements.) Minimum font size is 11-point Arial. Each copy should be bound in a three-ring binder with tabbed dividers corresponding to the letters delineating each section as described below.

A separate binder labeled “Part 2: Administrative Requirements” shall contain the materials that demonstrate that the Proposer satisfies the administrative requirements. The forms to be completed to meet these requirements are contained in Attachment 4.1: Administrative Requirements of this RFP. All required administrative forms and statements must be completed, properly signed, and submitted along with the proposal. Incomplete submission of the required documents, including any that may need to be

notarized by Proposer may deem the proposal non-responsive and it may not receive any further consideration.

The original and copies of all parts of the proposal(s) should be enclosed in a single sealed package, with the name and address of the Proposer in the upper left hand corner and marked, "On-Call Workplace Investigator and Workplace Compliance Trainer for LAWA".

Proposers must also provide a complete electronic copy of the proposal as an Adobe Portable Document Format ("PDF") file on a flash drive or CD.

Failure to follow page limits may prevent a proposal from consideration. Proposer may submit supplemental information such as pictures, tables, figures, etc. where indicated as an appendix and are not subject to the page limitations.

2.2. PROCESS

2.2.1 Pre-Proposal Conference

The purpose of this conference is to discuss the requirements and objectives of the RFP and respond to questions. Attendance at this pre-proposal conference is optional and not required in order to submit a proposal, though attendance is highly recommended.

The pre-proposal conference is scheduled on:

Date: Wednesday, March 16, 2022
Time: 1:00 p.m. to 2:00 p.m.
Location: Zoom Conference
Los Angeles, CA 90045

Note: Registration required

Contact Rodrix Jennings III via email at rjennings@lawa.org
Provide your firm's name and name/title of all attendees. A link to the conference can also be provided via email.

Sign Language Interpreters, Communication Access Real-Time Transcription, Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request to the point of contact organizing this meeting at least five business days prior to the meeting you wish to attend. The point of contact will then request the resource through the LAWA ADA Office.

For additional questions regarding special accommodation, please contact:
ADAOFFICE-LAWA@lawa.org.

2.2.2 Questions and Answers

Any questions regarding the proposal requirements and any additional proposal criteria, instructions, or corrections, if any, received prior to the pre-proposal conference, may be discussed at the pre-proposal conference. All questions received by the deadline established below will be addressed in an addendum posted to www.RAMPLA.org. In addition, should LAWA amend the requirements set forth herein, a written addendum will be issued reflecting any changes and such addendum will also be posted at www.RAMPLA.org. **Thus, all firms submitting proposals in response to this RFP must register in www.RAMPLA.org.**

All questions or requests for clarification on the RFP must be clearly presented in writing and transmitted by email no later than Friday, March 18, 2022, at 12:00pm, Pacific Time to Rodrix Jennings via email at rjennings@lawa.org.

LAWA will only communicate with one person per proposal. It will be the responsibility of the Proposer to identify in the proposal the correct name and address of the contact person, phone number, fax number, and e-mail address.

2.2.3 Submission Requirements

Potential Proposers should read, review and understand this RFP, all the attachments and any addenda issued. The Proposer should submit a proposal in accordance with the instructions given in this RFP. The proposal should be prepared as specified as to form, content, and sequence.

The proposal must be received by LAW A by 11:59 pm, Pacific Time on Friday, April 01, 2022.

Please submit your proposal via [Box.com](https://box.com). Please email the RFP Administrator, Rodrix Jennings at rjennings@lawa.org for a link to the [Box.com](https://box.com) account.

LAWA will not consider any proposals received at the wrong location or after the due date and time.

2.2.4 Evaluation and Selection Procedure

A. Evaluation Criteria

LAWA has established specific evaluation criteria to assist in the evaluation of proposals. The criteria are as follows:

Item	Evaluation Criteria	Points
1	Experience and capacity as a corporation or other entity to perform the required Services based on information provided in Proposer's background and experience	25
2	Experience, qualifications, and expertise of proposed personnel.	25
3	Approach and methodology in either conducting workplace investigations, training programs, or both, including quality assurance guarantees and estimated turn-around times.	20
4	Quality of narrative responses and documentation furnished in accordance with qualifications of this RFP	15
5	Inclusivity	10
6	Proposed fee levels	5
	Total Points	100

B. Interviews and Short-Listing

LAWA reserves the right to conduct interviews or to proceed without conducting interviews. The purpose of interviews, if conducted, would be to allow Proposers the opportunity to clarify and expand upon aspects of their proposal. They also present an opportunity to evaluate key personnel and discuss issues of experience, performance, financials, qualifications and quality assurance. Proposer(s) (either all or a short list) may be subsequently re-interviewed for final evaluation. Proposers may bring presentation boards or use on-screen PowerPoint presentations.

Furthermore, LAWA reserves the right to interview only a short list of Proposers or to establish a short list of proposals without conducting interviews. If a short list is used, it will be based on the evaluation panel using all the evaluation criteria listed above and by applying the same relative weights assigned to these criteria as listed. If LAWA elects to establish a short list among the Proposers, LAWA reserves the right for the Proposal Evaluation Panel to determine the number of short-listed proposals during the evaluation process. Scores arising from any short-listing process will not be carried forward to subsequent rounds or final scoring of the proposal/interview process.

C. Scoring and Ranking

Scoring will be accomplished by using a "Must" system. Under this system, after evaluating all proposals, each member of the evaluation panel must award the maximum

potential points designated for each criterion above to at least one proposal that best meets the requirements of that criterion. Each evaluation panel member, however, may also award the maximum potential points to other proposer(s) that, in the opinion of the evaluation panel member, demonstrate(s) comparable quality in the criterion.

Once each evaluation panel member has completed scoring, the evaluation panel member's overall score for each proposer will be converted to rankings (i.e. 1st, 2nd, 3rd, etc.). These rankings among evaluation panel members will then be averaged to determine the overall ranking by the evaluation panel. Panel member rankings will be averaged to the first decimal place. The proposal that obtains the best average ranking from panel members will be the consensus choice of the Evaluation Panel. If the best average ranking results in a tie to the first decimal place, total points assigned by panel members will be used to break such a tie.

D. Approval of Selection and Award of Contract(s)

Once contract negotiations are completed, the selected Proposer(s) will be required to enter into a contract with LAWA. Any such contract(s) will be subject to award by the BOAC and approval as to form by the City Attorney. LAWA reserves the right to award a contract(s) based on all or only a portion of the scope of work outlined in this RFP.

LAWA reserves the right to award all or portions of a Proposer's proposal and/or require that one Proposer collaborate with another for the provision of specific services, either prior to execution of a contract or at any point during the life of the proposal.

2.2.5 Additional Terms and Conditions

Proposers are expected to read and understand all terms and conditions associated with this RFP. You will find the Additional Terms and Conditions in *Attachment 4.2* of this document.

SECTION 3: THE CONTRACT

3.1. Contracting with LAWA

It is the intent of LAWA to negotiate a contract with the multiple selected proposer(s).

Multiple contracts for On-Call Workplace Investigators and Workplace Compliance Trainers for LAWA will be awarded by the BOAC to Proposers that best meet the requirements specified in this RFP. Multiple contracts specified in this RFP as determined by LAWA from the information furnished by Proposers in the submittals; the interview committee session, if held; and any other sources determined to be valid by Executive Management or the BOAC. An award will not be made until after LAWA has verified information regarding the demonstrated experience and responsibility of the

Proposer. Each Proposer consents to LAWA obtaining such verification by submitting its proposal. LAWA reserves the right to reject all proposals.

3.2. Payment for Services Rendered

The selected Contractor will submit invoices requesting payment for the services completed on the scheduled agreed upon in the contract. The contract will also determine how additional charges (if allowed) such as, City-approved reimbursable expenses incurred and labor hours incurred by personnel during the billing period will be invoiced. The selected Contractor will attach to each billing a status report specifying and itemizing in detail the tasks and deliverables, total monthly fees and expenses, and cumulative fees and expenses incurred to-date. Certain definitive tasks or deliverables may be paid on a task-fee basis if the contract stipulates. Other specific billing instructions will be described in the contract language.

3.3. Inclusivity

RFP INCLUSIVITY OVERVIEW

It is LAWA's intent to do its part in helping to bolster the Los Angeles economy by incentivizing and encouraging RFP proposers to include local, small, and disadvantaged businesses and workers, where applicable, as a part of their delivery of services pursuant to the RFP. LAWA's goal is to encourage small businesses, local businesses, and workers in LAWA programs and opportunities.

Although LAWA has not set minimum requirements for Business Enterprise Program (BE Program) certified firm participation on this contract, LAWA encourages and expects proposers to pursue appropriate subcontracting, mentoring, joint venturing, teaming and partnering opportunities with firms certified in one or more of LAWA's recognized business enterprise programs in the course of executing teaming/business strategies for all aspects of the Project.

These programs include the Small Business Enterprise (SBE), Local Business Enterprise (LBE), and Disabled Veteran Business Enterprise (DVBE) programs, with a special emphasis on identifying and partnering with firms holding both SBE & LBE certifications, i.e. LSBE's.

INCLUSIVITY PROPOSAL SUBMITTALS

Proposer shall set forth in its Inclusivity Proposal, a narrative description of their past inclusivity accomplishments and current approach to inclusivity (supported by appropriate tables/graphs/exhibits) including but not limited to:

- On a voluntary basis, pledging a designated percentage of the contract value to firms certified in one or more of LAWA's recognized BE Program programs,

including: Small Business Enterprises (SBE), Local Business Enterprises (LBE), Local/Small Business Enterprise (LSBE), and Disabled Veteran Business Enterprise (DVBE) programs.

- Proposer's approach to identifying, recruiting, partnering with, and/or subcontracting with firms certified in one or more of LAWA's recognized BE Programs, including: Small Business Enterprises (SBE), Local Business Enterprises (LBE), and Disabled Veteran Business Enterprise (DVBE), with special emphasis on identifying and partnering with firms holding both SBE & LBE certifications, i.e. LSBE's.
- Detailing the steps that Proposer intends to take to provide business opportunities for BE Program-certified firms during the course of this contract, including identifying and/or setting aside appropriate scopes for business enterprise program-certified firms. Please set forth the anticipated timeline for implementing these steps.
- Proposers shall describe their approach to on-boarding and managing subcontractors, including steps that will be taken to assist with invoicing, ensure prompt payment, and other efforts aimed at alleviating administrative burdens, mentoring, or otherwise building the capacity of firms utilized in the execution of the awarded contract.

INCLUSIVITY MONITORING & COMPLIANCE

Although no Business Enterprise Program minimum requirements have been set for this contract, LAWA reserves the right to provide monitoring and compliance oversight related to the selected Proposer's Inclusivity Plan, and the commitments made therein.

The Selected Proposer shall submit, and cause its subcontractors/sub-consultants to submit, on a monthly basis, together with invoice for payment (or on its own if no invoice for that month exists) monthly reporting into a business enterprise monitoring system selected by LAWA listing the subcontractors utilized during the reporting period and the payment to each.

Selected Proposer shall cooperate with LAWA personnel in onboarding subcontractors/sub-consultants using the system and in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of the contract. LAWA may not be able to process or pay Contractor's subsequent invoices if the monthly reporting into the business enterprise monitoring system selected by LAWA is not timely submitted or if the selected proposer fails to cooperate with LAWA personnel by promptly providing any and all information related to business participation/inclusivity commitments requested by LAWA.

Additional LAWA monitoring and compliance, may include, but not be limited to, inclusivity performance assessments and periodic reviews of contract documents.

Should the Selected Proposer make inclusivity commitments but fail to achieve those commitments, LAWA reserves the right to pursue enforcement actions consistent with the **rights and remedies** retained by LAWA, in addition to any other requirements or remedies established in the City of Los Angeles and LAWA business enterprise policies.

SECTION 4: ATTACHMENTS

- 4.1 Administrative Requirements**
- 4.2 Additional Terms and Conditions**
- 4.3 Sample Contract**

EXHIBIT A-2

Proposer's RFP Response

LAW OFFICE OF ROBERTA M. YANG, P.C.

ROBERTA M. YANG, Esq.
Attorney at Law, AWI-CH, CFE
200 S. Barrington Avenue, Suite 444
Los Angeles, CA 90049
roberta@yangatlaw.com
(310) 853-3735

Mailing/Remittance Address:
P.O. Box 49444
Los Angeles, CA 90049

March 31, 2022

Los Angeles World Airports (LAWA)
Attention: Rodrix Jennings [rjennings@lawa.org]
Human Resources Services
7301 World Way West, Fifth Floor
Los Angeles, CA 90045

Re: Proposal in Response to RFP for On-Call Workplace Investigation and Compliance
Training Services

Dear Mr. Jennings:

The Law Office of Roberta M. Yang submits this its Proposal for On-Call Workplace Investigation Services. Our firm is a California professional corporation; the person signing this letter, Roberta M. Yang, has the legal authority as the firm's Chief Executive Officer, President, and Managing Attorney to bind the firm in contractual matters with LAWA. The contact information for Roberta Yang is above.

Our corporate resolution authorizing Roberta M. Yang to submit this Proposal and bind the firm in contractual matters with LAWA is attached.

We look forward to presenting our Proposal Team in this Response and upon selection, we intend to provide LAWA with the highest quality in workplace investigations.

Yours truly,



ROBERTA M. YANG
Chief Executive Officer and President
Managing Attorney
LAW OFFICE OF ROBERTA M. YANG, P.C.

Attachment: Corporate Resolution

CORPORATE RESOLUTION

On this the 29th day of March, 2022, the Board of Directors of the Law Office of Roberta M. Yang, P.C. does hereby resolve as follows:

The Board hereby unanimously authorizes the Chief Executive Officer, President, and Managing Attorney, Roberta M. Yang, of the Law Office of Roberta M. Yang, P.C., a duly formed California professional corporation, to bind the corporation to the matters below:

- To and in any and all contractual matters with Los Angeles World Airports (LAWA); and
- To submit a Proposal in response to any Request for Proposals issued by LAWA.

The Board does hereby resolve that Roberta M. Yang has the full powers and authority vested in any corporate officer and director under the laws of the State of California to conduct the business of the corporation as she determines appropriate.

SIGNED this the 29th day of March, 2022 in Los Angeles, California.



ROBERTA M. YANG
Director

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I. EXECUTIVE SUMMARY

Meeting the Scope Requirements

The Yang Proposal Team is diverse and experienced in workplace investigations with each team member having 20+ years of employment law experience. Most of the team members provide workplace investigation services exclusively as their law practice. Each team member is a Certificate Holder (AWI-CH) with the Association of Workplace Investigators, Inc., the professional organization training workplace investigators and setting the standards by which workplace investigators practice.

Yang Proposal Team Strengths

The Yang Proposal Team has worked together on workplace investigations for the last five+ years. In addition to the equity issues that are investigated in the workplace, like sexual harassment, bullying, discrimination, and retaliation, several team members are experienced in financial fraud investigations with Roberta Yang having earned the Certified Fraud Examiner (CFE) professional designation.

Yang Proposal Team Capacity to Handle Assignments

With the core group of four (4) investigators (Roberta Yang, Donna Evans, Anne Garrett, and Bruce Ishimatsu), we have capacity to handle up to 12 investigations at any one time depending on the complexity of each matter.

Yang Proposal Team Experience and Expertise

Our individual and collective experience, having conducted a large number of investigations, is unparalleled in terms of quickly grasping the nature of the allegations, conducting witness interviews, and submitting comprehensive, detailed confidential written investigation reports upon conclusion of each investigation. We remain available to testify about the investigation in any subsequent litigation after the investigation is completed.

Yang Proposal Team as Best Selection

We each are grounded in 20+ years of legal experience in employment law which provides the necessary framework to understand how workplace issues can arise. As attorneys providing investigation services to LAWA, our work offers LAWA the legal benefits of the attorney-client privilege and only LAWA as the client can waive its privilege when disclosing an investigative report as part of the *Skelly* process, in litigation, or as it sees fit.

We readily understand the challenges that LAWA as an employer encounters in managing a multi-cultural workplace. We appreciate the values that LAWA as an employer brings to its workforce in terms of collaboration and delivering unparalleled customer service to travelers from all over the world.

II. UNDERSTANDING OF THE ASSIGNMENT

Understanding of Key Goals and Objectives of RFP

As the Department of Airports of the City of Los Angeles, yet financially self-sufficient (proprietary) with its own Board of Airport Commissioners and senior management, LAWA is also an employer. As such, LAWA is required to thoroughly and timely investigate complaints of discrimination, sexual harassment, retaliation, and other confidential and complex complaints filed by or against LAWA employees.

In its fast-paced work environment, LAWA requires the availability of qualified workplace investigators when allegations are made to conduct thorough, timely, and neutral fact-finding investigations followed by comprehensive investigation reports and availability to testify about the investigation in any subsequent legal proceeding. The requirements of thorough, timely, and impartial investigations are part of the Guiding Principles of the Association of Workplace Investigators (AWI) and constitute the standards which our seasoned attorney-workplace investigators apply to each investigation we conduct. Our entire Yang Proposal Team has earned the designation of Certificate-Holder issued by AWI with Roberta Yang being in the first AWI class to be awarded the AWI-CH designation.

Understanding of Organizational and Logistical Needs

Workplace investigations take place in the work environment of the employer and therefore, if not managed, can be an intrusion for the employee subjects and witnesses as well as the employer. We strive to coordinate closely with a designated LAWA administrative representative to support the investigation to determine the best possible location in which to meet with subjects and witnesses (usually, a private conference room to be reserved in advance in which the witness may be interviewed in person or by ZOOM), minimize any scheduling conflicts and issues, and obtain necessary documents and files (electronic and paper). Our investigators will be on-site with the knowledge and assistance from the designated LAWA representative. If a LAWA internal investigator is assigned to a matter, we welcome their observation of witness interviews.

We will meet LAWA's expectations for its workplace investigators to provide thorough investigation reports in a timely manner, probably within 90 days of a notice to proceed for routine cases with no more than ten (10) witnesses. We expect to coordinate closely with LAWA Human Resources Services management and staff to respond to questions about the status of the investigation, discuss challenges in the investigation in terms of logistics, and status of the investigations (drafting of scope of work, witness interviewing, and confirmation of commencement of report-writing).

Areas Outside of RFP

Rarely is there a need to contact a witness who is no longer employed by LAWA. When we have identified a possible need, we will confer with our designated LAWA representative and/or Human Resources Services management to determine the best possible path forward.

Our Proposal Team is unique in the sense that we have a strong appreciation and respect for those who work in the public sector and the challenges they face in their everyday work. One example is dealing with limited resources and personnel.

Ms. Yang has dedicated one-half of her professional career in several significant positions in the public sector, ranging from prosecutor on the county, state, and federal levels to Los Angeles Deputy Mayor for Public Safety and Homeland Security during and following 9/11. She had the opportunity to become familiar with the security needs of LAX during 9/11 and thereafter.

Through her prosecutorial experiences, Ms. Yang led a number of white collar and organized crime investigations and honed her investigative skills in marshaling evidence, witness-based and documentary, and presenting the evidence for decision-making by juries and others. Workplace investigations are different from white collar investigations and require an experienced investigator in the civil workplace to develop rapport with the witnesses so that they can speak more freely and feel more comfortable meeting with the investigator. Ms. Yang fully understands the differences between these two environments and has been successful in the workplace in facilitating discussions with witnesses so that relevant information can be obtained in a neutral but effective and efficient manner.

Ms. Yang currently serves, and has served since 2018, on the Los Angeles County Equity Oversight Panel, which reviews and hears equity claims in disciplinary cases from the County's 43 departments, including the Sheriff's Department. She serves at the pleasure of the County Board of Supervisors.

Our team members, Donna Evans, Anne Garrett, and Bruce Ishimatsu, all have had and currently have public sector clients, including county-wide agencies and municipalities in the surrounding counties. Donna Evans in particular has a wealth of workplace investigator experience with investigations involving sworn personnel. Sworn investigations have specific requirements that must be met in order to be compliant with the agreements in place that govern such investigations.

III. METHODOLOGY AND APPROACH

Part 1- Experience Providing Workplace Investigations¹

The following are three (3) projects that demonstrate our experience and expertise in providing comprehensive, impartial, thorough, and timely workplace investigations.

A. Los Angeles World Airports – Community Relations Division (2020)
Attorney-Workplace Investigator: Roberta M. Yang

This project involved three separate investigations, one for each of the subjects (referred here by their initials for confidentiality: JG, CE, and MTS) in LAWA’s Community Relations Division (CRD). The allegations made anonymously through the City of Los Angeles Office of the Controller’s Fraud, Waste, and Abuse Hotline were different for each subject reflecting the subject’s position within the division: MTS as manager of the division, JG as a senior supervisor in the division, and CE as a co-worker in the division. The scope of work of the investigations was division-wide and included allegations, among others, of mismanagement, favoritism, race discrimination, sleeping on the job, and policy violations.

36 witnesses were interviewed about the three subjects, including CRD employees and employees in divisions located near the Community Relations Division and who knew the employees working in CRD. This division-wide investigation of the three subjects took place between September 2019 – March 2020 due to the fact that there were multiple subjects, an extensive number of employees who were interviewed, and the intervening holiday periods when witnesses were out on leave.

LAWA personnel assigned to support these three investigations were kept informed of the timeline to complete the investigations. Three separate confidential investigation reports along with the corresponding executive summaries plus a set of exhibit binders common to all three investigations were provided to LAWA upon conclusion of the investigations.

B. Los Angeles World Airports – Risk Management Division (2018)
Attorney-Workplace Investigators: Roberta M. Yang and Donna E. Evans

This project encompassed three separate investigations in LAWA’s Risk Management Division (RMD), one for each of the subjects (again, referred to by initials only for confidentiality: JM – division manager, JJ – senior manager, and SN – co-worker). The investigations commenced in April 2018 and the last investigation concluded in December 2018.

¹ The RFP allowed for Proposals to be submitted for Investigative Services separate and apart from Training Services. Our Proposal is for Investigative Services only.

Questions were raised in early 2018 about the management of and activities conducted by RMD managers and personnel. Eight areas were initially identified for investigation. After discussion with LAWA management, the scope of work was narrowed to focus on 95 suspicious invoices for medical treatment of LAWA employees that appeared to be separate from the employees' on-going workers' compensation cases.

The initiation of the investigations began when suspicious invoices surfaced which were paid by LAWA and related to the referral of LAWA employees for platelet-rich plasma (PRP) treatments, also known as plasma replacement therapy. Between 2013-2016, LAWA had been billed for and paid in excess of \$65,000.00 for PRP treatments.

The suspicious invoices were reviewed and compared. An extensive spreadsheet was developed to capture the PRP treatments based upon the data in the 95 invoices. The LAWA employees whose names appeared on the invoices were interviewed about the PRP treatments they received, how they were referred for PRP treatments, who the PRP providers were, and whether their PRP treatments were coordinated and approved by the licensed medical physicians who were treating the same LAWA employees in their on-going workers' compensation cases.

Based upon the interviews of 37 LAWA current and former employees and others, we made extensive detailed findings based upon the witness and documentary evidence and policy violations.

LAWA personnel assigned to support these three investigations were kept informed of the timeline to complete the investigations. Three separate confidential investigation reports along with the corresponding executive summaries plus a set of exhibit binders common to all three investigations were provided to LAWA upon conclusion of the investigations.

Litigation ensued after completion of the investigations. Donna Evans and Roberta Yang have been subpoenaed by JJ's counsel to appear at depositions related to the investigations. Ms. Evans testified at deposition on multiple dates in December 2021 and January 2022; Ms. Yang will commence her deposition testimony at the first deposition date on April 5, 2022. Both investigators are represented by counsel of their choice at the depositions, maintaining the neutrality of the investigations generally, and the findings in particular.

C. City of "X" – Workforce Development Board
Attorney-Workplace Investigators: Roberta M. Yang and Anne Garrett

The Law Office of Roberta M. Yang, P.C. (Roberta Yang, Anne Garrett) was retained by a local municipality to investigate concerns related to the management of the department, whether grant funds were dispersed consistent with grant guidelines, and whether City employees profited from grant funds. Allegations included favoritism, discrimination, mismanagement, conflicts of interest, and policy violations.

The investigation has involved extensive review of grant eligibility documents, review of employees' treatment within the department, and review of the financial processing of benefit payments.

The matter is on-going.

D. Other Investigations

Since 2015, the Law Office of Roberta M. Yang, P.C. has conducted numerous workplace investigations of allegations involving sexual harassment, sexual assault, harassment on other grounds, bullying, retaliation, discrimination based on race and sex, and other equity claims. Most of our large clients are in the public sector and include nearly all of the large public agencies in Los Angeles County with 3,000+ employees and cities in Los Angeles County and beyond. We also have conducted investigations involving sworn personnel. All of our attorney-workplace investigators hold the Certificate Holder designation (AWI-CH) from the Association of Workplace Investigators, and each has 20+ years of employment law experience.

In addition to equity-based claims, the Law Office of Roberta M. Yang, P.C. has conducted numerous financial fraud workplace investigations in the public and private sectors. Roberta Yang holds the Certified Fraud Examiner (CFE) designation.

Part 2- Approach and Resources

Our attorney-workplace investigators follow the AWI methodology for conducting a workplace investigation. We first work with the client to understand the context in which the client has determined that an external investigation is needed. Thereafter, we draft and finalize the scope of work with the client to ensure clarity of the client's objectives.

We fully recognize that while our independence to conduct the investigation is paramount, the client controls the scope of work and resources with which we will conduct the investigation (i.e., number of investigators assigned to a project, selection of the investigator(s), and budget). We constantly work during the pendency of an investigation to keep the client informed as to our progress, e.g., witness interview schedule, completion of witness interview stage, and requests to the client for logistical support, e.g., private space within which to conduct the confidential interview.

Each of our attorney-workplace investigators understands the criticality of developing rapport with each witness, making ourselves available to each witness to respond to any questions or referral to a representative of client to assist the employee-witness. We are respectful towards each witness and seek to ensure that each witness is provided a full opportunity and time to describe what they have experienced and observed. We make ourselves available to each witness following every interview in case they want to revise, change, or add to the information

they shared at their interview, which we document. We generally keep the interview stage open until the last interview is completed before we begin our review and analysis phase.

We recommend and with the client's concurrence, conduct our interviews by ZOOM unless otherwise discussed with the client and request that our clients budget for a transcription of the recorded interviews through an online service, rev.com. We pass along the modest cost for the transcriptions to the client without mark-up. This ensures great accuracy in documenting what each witness said. Where a witness does not agree to be recorded, with the client's permission, we will proceed to take notes rather than record the interview. Referring to the transcription of each witness interview saves investigator billable time in drafting each witness interview summary. The witness interview summaries are included in the exhibits to each report and excerpts from which are referred to in each investigative report.

We advise the client when interviews have been completed. Thereafter, we draft the witness interview summaries and marshal the documentary evidence. Then we begin analyzing the evidence and drafting initial findings of fact.

Report-writing begins right when we have completed the analysis of the evidence. Typically, the report-writing phase is a significant time commitment for the attorney-workplace investigator so that the report can be readily understood by the client, comprehensive in its analysis of the evidence from witnesses and documents, thorough in addressing all of the allegations, and clear in the findings of fact.

Part 3 – Quality Assurance Guarantees and Estimated Turn-Around Times

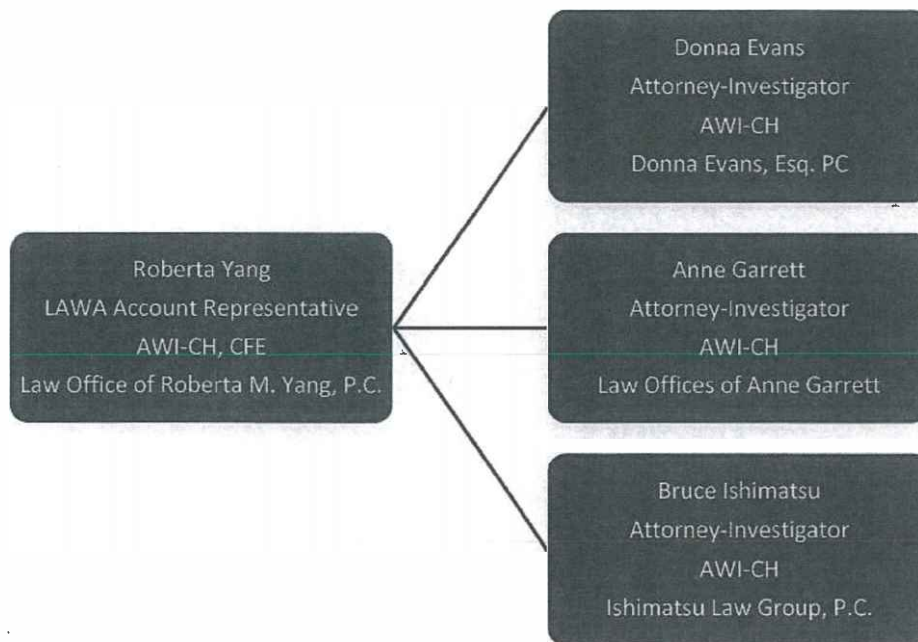
The Law Office of Roberta M. Yang, P.C. ensures that its communications with the client are timely and succinct. We do not hesitate to discuss with the client significant challenges encountered during the investigation, particularly when scope issues arise.

All written reports are reviewed by Roberta Yang before release to the client. If the client requests, we may release a final draft investigative report to the client for review of minor issues like corrections to names but not changes to any findings. A final investigative report consists of electronic copies on a flash drive delivered to the client of the investigative report, an executive summary of the report, and all exhibits. If the client requests, we will also provide one hard copy of the report, executive summary, and exhibits.

We strive to meet the 90-day turnaround time to complete an investigation, especially in matters that involve fewer than ten (10) witnesses and where all witnesses are available for interview. In all investigations, we keep the client informed of the progress of the investigation and update the likely completion date as the investigation progresses.

IV. ORGANIZATION AND REFERENCES

A. Organizational Chart and Proposal Team References



Each attorney-investigator is fully experienced in handling all aspects of workplace investigations on their own or for larger cases, in collaboration with another attorney-investigator.

B. Proposal Team Description

Resumes of proposed key staff listed above are included in Appendix.

The Yang Proposal Team consists of four (4) highly experienced employment law attorney-workplace investigators, each of whom has 20+ years of employment law experience and holds the AWI-CH designation. In addition, Roberta Yang holds the Certified Fraud Examiner (CFE) certification.

The Yang Proposal Team has worked collaboratively together in one configuration or another since at least 2018.

Yang

Roberta Yang has an active corporate law practice in Los Angeles, California, and consults with senior management (CEO, President, COO, Executive Director, and HR) of privately-held companies, large public agencies, and non-profit organizations who are faced with a myriad of

day-to-day and long-term challenges in their businesses. A significant part of her practice includes workplace investigations of alleged equity violations (e.g., discrimination, harassment, retaliation, and bullying) and financial fraud. Ms. Yang is a Certificate Holder with the Association of Workplace Investigators, Inc. (AWI-CH) and a Certified Fraud Examiner (CFE).

Ms. Yang has a unique professional background, having herself been a member of the C-Suite and other senior executive positions in both the public and private sectors.

Most recently, Roberta served as General Counsel of a \$300M+ consortium of global logistics companies where she advised the principals on strategies from legal, human resources, and bottom line perspectives. She previously served as Los Angeles Deputy Mayor for Public Safety and Homeland Security on and after 9/11, representing the City's interests in emergency preparedness and homeland security policies at the local and national levels. As Deputy Mayor, she was charged with oversight of Los Angeles Police Department, Los Angeles Fire Department, Emergency Preparedness Department, and Personnel Department, including management of the City's federal consent decree litigation involving LAPD and related investigations.

Prior to serving as Deputy Mayor, Roberta worked as the Deputy Chief Trial Counsel for the State Bar of California, managing the day to day operations of the prosecutors and investigators assigned to attorney misconduct cases in which violations of ethics and professional responsibility standards were charged. She also worked at Heller, Ehrman, White & McAuliffe on complex litigation matters involving accountant liability, commercial litigation, and environmental issues, including the Exxon Valdez oil spill.

Ms. Yang has substantial trial experience as Special Attorney, Los Angeles Organized Crime Strike Force, U.S. Department of Justice, and served as an Assistant U.S. Attorney [Criminal Division] in Houston, Texas prior to moving to Los Angeles. She is a graduate of Rice University and University of Houston Law Center.

Roberta currently serves on the national board of AWI and is active on its Diversity, Equity & Inclusion Committee.

Evans

Donna Evans is a highly experienced workplace investigator in Los Angeles, CA with significant experience in sworn personnel investigations. Donna is a distinguished faculty member of the AWI Training Institutes which are the AWI programs that award the Certificate-Holder status to workplace investigators who complete the course and pass the rigorous exam. Donna also holds the AWI-CH designation.

She has completed over 175 confidential investigations into allegations of workplace misconduct, including violations of Title VII, Title IX, FEHA, ADA, ADEA, dishonesty, bullying, whistleblowing, and ethics violations. Ms. Evans has collaborated with Ms. Yang on LAWA investigations since 2018.

Garrett

Anne Garrett has practiced labor and employment law for more than 25 years. She has conducted numerous workplace investigations at worksites ranging from large public utilities and Fortune 500 companies to smaller non-profits, cultural institutions, and family-owned businesses in areas such as discrimination, harassment, retaliation, bullying, and other areas of legal compliance. Her investigations have ranged from brief one-day engagements to extensive investigations spanning multiple months. She has participated in the investigative process from several vantage points: as an investigator; as a lead investigator overseeing a team of other investigators; and as company counsel managing investigations. Anne also holds the AWI-CH designation.

Ishimatsu

Bruce Ishimatsu earned the AWI-CH designation as an independent workplace investigator qualified to conduct workplace investigations which may involve allegations of discrimination, harassment, hostile work environment, sexual assault, employment discrimination, wrongful termination and financial fraud.

Mr. Ishimatsu is a business and employment trial attorney with decades of experience counseling and representing domestic and international manufacturers, contractors, distributors, and financial institutions in a wide spectrum of business and litigation matters including commercial contracts and licenses, intellectual property, real estate and employment law matters.

C. Company Profile of Proposer

- a. Proposer's years of experience: 25+ years in employment law and investigations
Proposer's number of staff: 1 employee, Roberta Yang – CEO, President, and Managing Attorney + subcontractor attorney-workplace investigators (4-one not participating in this Proposal)

Proposer's location of staff and offices:

Roberta Yang – Los Angeles, CA (headquarters office)

Donna Evans – Redondo Beach, CA

Anne Garrett – Pasadena, CA

Bruce Ishimatsu – Marina del Rey, CA

Proposer's telephone numbers: (o) 310 853-3735; (c) 310 948-3298

No fax number

Proposer's email address: roberta@yangatlaw.com

- b. Names of Owners of Firm: Roberta M. Yang, sole owner; CEO, President, and Managing Attorney
Office location: Los Angeles, CA
Office telephone number: 310 853-3735
Fax number: None
Email address: roberta@yangatlaw.com

- c. Key Clients for Workplace Investigations:
 - Los Angeles County Metropolitan Transportation Authority – since 2015
 - Los Angeles World Airports – since 2018
 - County of Los Angeles – since 2018
 - City of Los Angeles - 2019-20
 - City of Pasadena – since 2021
 - Reddock Law Group – since 2021

D. Experience and References (3)

REDDOCK LAW GROUP

- a. Reddock Law Group
 - i. Reddock Law Group
 - ii. Law firm
 - iii. 633 West 5th Street, 26th Floor, Los Angeles, CA 90071
- b. Contact Person
 - i. Angela J. Reddock-Wright, Esq.
 - ii. Attorney at Law
 - iii. 633 West 5th Street, 26th Floor, Los Angeles, CA 90071
 - iv. 213 996-8474
 - v. angela@reddocklaw.com
- c. Project/contract start date – March 2021
- d. Project/contract end date – continuing
- e. Description of project/contract:
 - i. Private sector packaged goods company; large public agency
 - ii. Workplace investigations (5)
 - iii. Services provided remotely from Yang’s office address: 200 S. Barrington Avenue, Suite 444, Los Angeles, CA 90049
- f. Contract value for Proposer’s portion of work on project to date: \$203,160.00
Unknown total value of project/contract to date.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

- a. LACMTA OR METRO
 - i. LACMTA or METRO
 - ii. Public transportation agency
 - iii. One Gateway Plaza, Los Angeles, CA 90012
- b. Contact Person
 - i. Marisol Arzate
 - ii. Director, EEO & Investigations
 - iii. One Gateway Plaza, Los Angeles, CA 90012
 - iv. 213 418-3148
 - v. arzatem@metro.net
- c. Project/contract start date – October 2021
- d. Project/contract end date – continuing
- e. Description of project/contract:
 - i. Workplace Investigations – PS73895

- ii. Workplace investigations (9)
- iii. Services provided remotely from Yang Team Members' office addresses:
Yang - 200 S. Barrington Avenue, Suite 444, Los Angeles, CA 90049
Evans – 2615 190th Street, Redondo Beach, CA 90278
Garrett – 530 S. Lake Avenue, Suite 903, Pasadena, CA 91001
Ishimatsu – 4712 Admiralty Way, Suite 1012, Marina del Rey, CA 90292
- f. Contract value for Proposer's portion of work on project to date: \$17,135.30
Total value of project/contract to date: \$49,749.50

CITY OF PASADENA

- a. CITY OF PASADENA
 - i. City of Pasadena
 - ii. Municipality
 - iii. 100 Garfield Avenue, Pasadena, CA 91101
- b. Contact Person
 - i. Lesley Cheung
 - ii. Assistant City Attorney
 - iii. 100 N. Garfield Avenue, Room N-210, Pasadena, CA 91101
 - iv. 626 744-4256
 - v. lcheung@cityofpasadena.net
- c. Project/contract start date – October 2021
- d. Project/contract end date – continuing
- e. Description of project/contract:
 - i. Workplace Investigations – Attorney Services Agreement No. 32194
 - ii. Workplace investigation (1)
 - iii. Services provided remotely from Yang Team Members' office addresses:
Yang - 200 S. Barrington Avenue, Suite 444, Los Angeles, CA 90049
Garrett – 530 S. Lake Avenue, Suite 903, Pasadena, CA 91001
- f. Contract value for Proposer's portion of work on project to date: \$25,881.00
Total value of project/contract to date: \$56,948.50.

A list of current and past City of Los Angeles contracts, including LAWA contracts, held within the last 10 years, is attached.

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
	CITY OF LOS ANGELES PERSONNEL DEPT.	OLIVIA FLORES (213) 473-0182	MAY 2020	NOV. 2020	WORKPLACE INVESTIGATIONS	\$77593.75
	LAWA	BRENDA CRAWFORD	UNK 2018	ON-GOING	ON-CALL WORKPLACE INVESTIGATIONS	\$106233.35
	LAWA	BRENDA CRAWFORD	UNK 2020	ON-GOING	ON-CALL WORKPLACE INVESTIGATIONS	

V. FINANCIAL CAPACITY

- a. Unaudited financial statements for the most recent two (2) complete fiscal years with notarized statement from the Chief Financial Officer certifying the accuracy of the financial information – attached.
- b. Not applicable.
- c. Not applicable. Roberta Yang as the Proposer states that the Law Office of Roberta M. Yang, P.C. is fully capable and has the resources as indicated in the attached financial documents to commit and support the work requested in this RFP. The Law Office of Roberta M. Yang, P.C. is not an LLC or LLP.

VI. COST PROPOSAL

Our hourly, all-inclusive rate, except as noted below, is \$305.00/hour for the services of any attorney-investigator with the Yang Proposal Team for the three-year period of the contract with no increase. The current hourly rate that we have been charging LAWA (\$275.00/hour) has not increased since 2018. Furthermore, our hourly rate for other large public agencies that have retained our services since January 1, 2022 as new clients is \$350.00/hour.

If LAWA concurs, we recommend that interviews be recorded for accuracy and the modest charge for a transcription of a recording through rev.com be incurred and included in our invoices to LAWA with no mark-up.

In addition, if LAWA requires any travel, we will comply with the applicable LAWA travel policy. If permitted by LAWA, we will provide receipts for reimbursement of any parking expense and mileage.

In addition, the Law Office of Roberta M. Yang, P.C. is a City of Los Angeles SBE, LBE, SLB, EBE, and LSB in addition to a MBE, WBE, and DBE certified small business.

Law Office of Roberta M. Yang, P.C.

Profit and Loss
January - December 2020

	TOTAL
Income	
Legal Revenue	300,161.00
Total Income	\$300,161.00
GROSS PROFIT	\$300,161.00
Expenses	
Auto	0.00
Fuel	737.81
Insurance	1,691.00
Registration	202.00
Service	984.88
Total Auto	3,615.69
Computer Expense	565.89
Continuing Education	735.40
Depreciation Expense	2,473.00
Dues & Subscriptions	1,150.20
Executive Salary	88,832.00
Insurance	0.00
CGL	625.00
Professional Liability	2,319.00
Renter's	211.00
Umbrella	301.00
Total Insurance	3,456.00
License & Permits	100.00
Meals	4,493.79
Office Expense	5,041.59
Outside Services	48,627.15
Parking	291.33
Payroll Tax Expense	7,088.64
Postage & Delivery	492.10
Professional Memberships	255.00
Professional Services	0.00
Accounting	2,709.25
Total Professional Services	2,709.25
Rent	8,400.00
Storage	1,586.00
Taxes	0.00
Business License	1,300.25
Total Taxes	1,300.25
Telephone	1,365.04
Travel	1,664.13

Law Office of Roberta M. Yang, P.C.

Profit and Loss
January - December 2020

	TOTAL
Utilities	0.00
Electricity	360.80
Internet	979.87
Total Utilities	1,340.67
Total Expenses	\$185,583.12
NET OPERATING INCOME	\$114,577.88
Other Income	
Interest Income	315.36
State Tax Refund	1,463.00
Total Other Income	\$1,778.36
Other Expenses	
401(k) Contribution	81,000.00
Total Other Expenses	\$81,000.00
NET OTHER INCOME	\$ -79,221.64
NET INCOME	\$35,356.24

Law Office of Roberta M. Yang, P.C.

Profit and Loss

January - December 2021

	TOTAL
Income	
Legal Revenue	365,859.30
Total Income	\$365,859.30
GROSS PROFIT	\$365,859.30
Expenses	
Advertising & Marketing	1,077.46
Auto	0.00
Fuel	1,666.14
Insurance	4,139.00
Lease Payment	6,884.04
Service	2,218.34
Total Auto	14,907.52
Bank Charges & Fees	617.01
Computer Expense	1,801.26
Continuing Education	384.00
Depreciation Expense	1,484.00
Dues & Subscriptions	649.38
Executive Salary	88,000.00
Insurance	0.00
CGL	625.00
Professional Liability	3,592.00
Renter's	215.00
Umbrella	339.00
Total Insurance	4,771.00
License & Permits	565.00
Meals	9,364.75
Office Expense	1,525.02
Outside Services	35,065.75
Parking	384.88
Payroll Tax Expense	7,061.00
Postage & Delivery	228.05
Professional Memberships	613.75
Professional Services	0.00
Accounting	2,068.75
Legal	5,232.50
Total Professional Services	7,301.25
Rent	8,400.00
Storage	1,390.00

Law Office of Roberta M. Yang, P.C.

Profit and Loss

January - December 2021

	TOTAL
Taxes	0.00
Business License	1,283.25
FTB	1,548.00
Total Taxes	2,831.25
Telephone	1,555.01
Travel	1,823.14
Utilities	0.00
Electricity	399.25
Internet	879.89
Total Utilities	1,279.14
Total Expenses	\$193,079.62
NET OPERATING INCOME	\$172,779.68
Other Income	
Interest Income	82.61
State Tax Refund	400.00
Unrealized Gain/Loss	15,289.36
Total Other Income	\$15,771.97
Other Expenses	
401(k) Contribution	48,000.00
Total Other Expenses	\$48,000.00
NET OTHER INCOME	\$ -32,228.03
NET INCOME	\$140,551.65

STATEMENT

I, Roberta M. Yang, as Chief Financial Officer of the Law Office of Roberta M. Yang, P.C., a duly formed California professional corporation, do hereby certify the accuracy of the financial information contained in the foregoing four (4) pages of financial statements for the Law Office of Roberta M. Yang, P.C.

SIGNED on this the 31st day of March, 2022, in Los Angeles, California.



ROBERTA M. YANG
Chief Financial Officer
LAW OFFICE OF ROBERTA M. YANG, P.C.

Notary Public See Attached
Date 03/31/2022
Initial RM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 31st
day of March, 2022, by Roberta M. Yang

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to be 'Roberta M. Yang', written over a horizontal line.

Clear Form

Print Form

Law Office of Roberta M. Yang, P.C.
LAWA RFP Proposal
March 31, 2022

APPENDIX

ROBERTA M. YANG

Attorney at Law, AWI-CH, CFE

(310) 853-3735 | roberta@yangatlaw.com | <http://www.linkedin.com/in/robertamyang>

Experienced corporate and employment law counsel, workplace investigator (AWI-CH) and certified fraud examiner (CFE) with a demonstrated record of success in complex, high profile cases in public and private sectors and as a leader, trusted corporate advisor, and strategic thinker.

AREAS OF EXPERTISE

Corporate transactions, compliance, and workplace investigations.

PROFESSIONAL EXPERIENCE

Attorney at Law, Law Office of Roberta M. Yang, P.C. Los Angeles, CA

2015-Present

Active corporate law practice focused on regulatory compliance, employment law, and workplace investigations of discrimination, harassment, bullying, and fraud, serving major public agencies, private companies, non-profit organizations, municipalities, and educational institutions. Association of Workplace Investigators Certificate Holder (AWI-CH); Certified Fraud Examiner (CFE). Appointed Panel Member, Los Angeles County Equity Oversight Panel, providing review of investigations into violations of County Policy of Equity.

- Consult with clients (CEO, President, COO, CAO, and HR) on workplace conflict resolution and strategic workplace cultural transformation. Offer clear-headed, objective analyses of challenges and executive concerns; assist in identifying priorities, clarifying objectives, and developing action steps for executive implementation and avoidance of legal issues.

General Counsel, Rock-It Cargo USA LLC, Los Angeles, CA

2009-2015

Led all legal affairs and corporate governance matters for a global network of 47 privately-held freight forwarding and logistics companies with an enterprise value of \$300M+. Negotiated and led cross-functional teams in significant global M&A transactions ranging from less than \$1 million to over \$50 million, including the private equity acquisition of Company and acquisitions of companies in the U.S., Brazil, E.U., China, and Japan. Recipient of U.S. Congressional Commendation as Member of the Year, Women in International Trade, 2014.

- Streamlined complex negotiations and decision-making in fast-paced global environment (e.g., filed suit in federal court to enforce lien rights against shipper while goods were on container ship; settled foreign claims which alleged damage to cargo upon delivery or for cargo lost due to Acts of God or penalties incurred with carriers when shipments were cancelled).
- Reduced legal spend by \$800,000 through competitive selection of outside counsel, auditing legal bills, and adopting alternate fee agreements. Directed legal strategy from pre-trial to settlement (e.g., disputes over terms and conditions governing shipments, defense of a patent infringement suit which was settled in 14 months, and collection matters of \$100,000 or more).
- Guided Human Resources in application of Company policies to employment issues and conducted internal equity and other investigations. Managed intellectual property portfolio of 150+ trademarks and patents. Successfully closed inquiries and investigations by government agencies, including TSA and Customs.

Attorney at Law, Law Office of Roberta M. Yang, Los Angeles, CA

2005-2008

Consulted with police, fire, and emergency management departments in local cities and counties on homeland security contracting, funding, and compliance issues; worked with Los Angeles County Metropolitan Transportation Authority and air charter and freight forwarding companies on transportation security policies. Counseled public agencies on ethics, conflicts of interest issues, and other matters under investigation.

Los Angeles Deputy Mayor for Public Safety and Homeland Security

2001-2005

Key management role for Mayor James K. Hahn on public safety and homeland security. Oversight of Los Angeles Police Department, Los Angeles Fire Department, and Emergency Preparedness Department. Represented Mayor before City Council and at meetings of City Commissions. In conjunction with LAPD command staff, ensured implementation of police reforms required by federal consent decree litigation. Recipient of Asian Pacific Women's Leadership Institute, Leadership Recognition, 2005.

- Tripled federal homeland security grant funding to the City of Los Angeles from \$23M to \$88M. Led initiatives on interoperability, mass casualty planning, and hazardous materials training to enhance first responder effectiveness. Developed national and local policies in transportation security, air cargo screening, and formation of U.S. Department of Homeland Security and Transportation Security Administration.
- Facilitated meetings on behalf of the Mayor with diverse community members and organizations on issues ranging from police profiling, gun violence, law enforcement priorities, and cultural change at LAPD and LAFD. Leader in building consensus among diverse stakeholders.
- Developed public safety initiatives to address police corruption and brutality, deadly uses of force, and police and fire recruitment of women and underrepresented minorities. Sought Police Commission approval for adoption of flexible work schedules for LAPD officers, conducting extensive research on crime data and police deployment practices, and addressing police union concerns.

Special Assistant City Attorney, Los Angeles City Attorney's Office, Los Angeles, CA

Deputy Chief Trial Counsel, State Bar of California, Los Angeles, CA

Recipient, California Trial Lawyers Association, Certificate of Appreciation.

Senior Litigation Associate, Heller, Ehrman, White & McAuliffe, San Francisco, CA

Team member in Exxon Valdez oil spill lawsuits and Lincoln Savings and Loan and Agretech securities litigation.

Los Angeles Organized Crime Strike Force Special Attorney, U.S. Department of Justice, Los Angeles, CA

Awarded Special Recognition for Outstanding Service; fluent in Italian.

Assistant United States Attorney, U.S. Attorney's Office, Houston, TX

Received U.S. Department of Justice, Federal Bureau of Investigation, Recognition of Outstanding Performance.

Awarded U.S. Department of Justice, Office of Legal Education, Criminal Trial Advocacy Institute, Certificate of Appreciation as Trial Instructor.

EDUCATION

University of Houston Law Center - *J.D.*
Rice University, Houston, TX - *B.A. Sociology*

Donna R. Evans, Esq.

2615 190th Street, Suite 210
Redondo Beach, CA 90278
(310) 990-5586
donnaevans.legal@gmail.com

LAW OFFICE OF DONNA R. EVANS *Investigation/Training/Consulting*

2013 - present

Workplace Investigation, Training and Consulting: Completed over 175 confidential investigations into allegations of workplace misconduct, including violations of Title VII, Title IX, FEHA, ADA, ADEA, dishonesty, bullying, whistleblowing, and ethics violations. Consultation, development, and presentation of workplace training for staff and managers on respectful workplace practices, diversity, ethics, performance management, anti-bullying, and leadership. Executive and staff mentoring, coaching and mediation. Litigation audit and practice review.

ADJUNCT INSTRUCTOR – Labor and Employment Law

2009 - present

California State University at Fullerton

PRIOR EXPERIENCE

Liebert Cassidy Whitmore

2005 -2013

Labor, Employment and Education Law Experts

Senior Attorney (Los Angeles, CA)

Established record of responsive, innovative and cost-conscious analysis of legal issues and facts to achieve timely resolution for a broad spectrum of employment and labor issues. Represented clients in federal and state litigation in actions for discrimination, harassment and retaliation. Responded to EEOC, EDD, PERB and ERCOM complaints and charges. Known for effective training throughout the State of California, as well as conflict resolution and mediation of work-place disputes. Conducted workplace investigations. Conducted over 500 training classes for managers, employees and human resource staff throughout California on topics including discipline, evaluation, management and union rights, supervisory skills, communication, workplace violence, best practices and ethics, including AB 1234 and AB 1825 training.

Keenan and Associates

2004 - 2005

Innovative insurance and financial services to over 900 public agencies.

Consultant/Interim Vice President (Torrance, CA)

Restructured and managed public sector employment and liability claims group.

Aon Corporation

2001 - 2004

Risk management services, insurance and reinsurance brokerage.

Director, Client Service Unit (Los Angeles)

Hired and managed a 65-employee unit responsible for contract review and regulatory compliance. Developed and implemented performance metrics. Provided legal counsel on regulatory and personnel issues. Participated in employment, public sector and professional liability task groups dedicated to increasing market share.

BERGER KAHN/SPECTRUM LAW GROUP

1998 - 2001

Insurance bad faith defense and healthcare practice management.

Senior Attorney (Marina del Rey and Newport Beach, CA)

Discovery and trial of insurance bad faith and professional liability matters. Formed physician practice groups, including employment agreements and personnel rules.

O'FLAHERTY & BELGUM

1995 - 1998

Professional liability defense of medical malpractice actions for physicians and hospitals in Southern California.

Team Leader (Long Beach, CA)

Managed a team of four associate attorneys. Responsible for all aspects of litigation, discovery and trial. Tried multiple cases on behalf of clients in Superior Court. Conducted in-service training for physicians and nursing staff.

LaFOLLETTE, JOHNSON, DEHASS & FESLER

1988 - 1995

Civil litigation defense of medical malpractice, products and bad faith actions.

Senior Attorney (Santa Ana and Los Angeles, CA)

Discovery, trial and binding arbitration of major medical malpractice and insurance bad faith cases.

WALDMAN, BASS, STODEL & GRAHAM

1985 - 1988

Civil litigation defense of insurance bad faith actions.

Senior Attorney (Los Angeles, CA)

Discovery and trial of insurance bad faith actions in state and federal court. Tried cases on behalf of intervener plaintiffs.

GREENE, O'REILLY, BROILLET, PAUL, SIMON, et. al.

1983 - 1985

Premier plaintiff's law firm specializing in catastrophic injuries arising out of products, professional liability and employment practices.

Associate to Browne Greene (Los Angeles, CA)

Discovery and litigation of civil actions in state and federal court.

EDUCATION

WESTERN STATE UNIVERSITY COLLEGE OF LAW (Fullerton, CA)

Juris Doctorate

UNIVERSITY OF COLORADO (Boulder, CO)

Bachelor of Science, Business (Marketing and Organizational Behavior)

BAR ADMISSION

California Bar (1983)

Law Offices of Anne Garrett

530 South Lake Ave., #903

Pasadena, CA 91101

annegarrettlaw@gmail.com

(626) 201-4767

<https://www.annegarrettlaw.com>

Anne E. Garrett, Esq., AWI-CH Curriculum Vitae

Professional Experience

Anne E. Garrett has practiced labor and employment law for more than 25 years. She has conducted numerous workplace investigations at worksites ranging from large public utilities and Fortune 500 companies to smaller non-profits, cultural institutions, and family-owned businesses in areas such as discrimination, harassment, retaliation, bullying, and other areas of legal compliance. Her investigations have ranged from brief one-day engagements to extensive investigations spanning multiple months. She has participated in the investigative process from several vantage points: as an investigator; as a lead investigator overseeing a team of other investigators; and as company counsel managing investigations.

Ms. Garrett founded her law firm in 2017 and focuses her practice on workplace investigations. The Law Offices of Anne Garrett is certified as a Women's Business Enterprise by the Women's Business Enterprise National Council (WBENC).

From 2009 through 2017, Ms. Garrett worked as an attorney at the De Cardenas Law Group, acting as chief employment counsel for clients in manufacturing and other industries. In that capacity, Ms. Garrett conducted and oversaw investigations into harassment, discrimination, and other employment claims. Ms. Garrett defended her clients in a variety of employment-related lawsuits and provided strategic advice and counsel on day-to-day employment law matters, risk avoidance, and compliance as to employment discipline and other issues, union collective bargaining agreements and elections, and personnel policies and procedures. She conducted client trainings, drafted and reviewed contracts and employee handbooks, and negotiated settlement agreements.

Ms. Garrett worked as an associate and later counsel at O'Melveny & Myers LLP from 1995-2006, and then as a consultant to O'Melveny from 2006-2009. At O'Melveny, she represented clients in a variety of industries, including utilities, financial services, aerospace, airlines, education, manufacturing, pharmaceuticals, and entertainment. She conducted workplace investigations and counseled clients in matters of discrimination, harassment, occupational safety and health, union organizing, and wage and hour law.

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She handled all aspects of employment litigation, and was lead counsel in arbitrations, mediations, and court and administrative hearings. While at O'Melveny, Ms. Garrett was named a *Super Lawyers Southern California Rising Star* for three consecutive years.

Ms. Garrett clerked for the honorable Ronald S.W. Lew, U.S. District Court, from 1994-95.

On a pro bono basis, Ms. Garrett has helped domestic violence survivors obtain temporary restraining orders through the Los Angeles County Bar Association's Domestic Violence Clinic for over a decade. She received the Los Angeles County Bar Association Award for Outstanding Public Service in 2016.

Education and Training

Ms. Garrett earned her Juris Doctor at UCLA School of Law in 1994. She graduated Order of the Coif and received the David H. Friedland Memorial Scholarship. In 1993, Ms. Garrett earned her Master of Arts in English Literature from UCLA, where she was awarded the University Fellowship for Graduate Study.

Ms. Garrett earned her Bachelor of Arts from Stanford University in 1988, graduating with Departmental Honors and the Golden Medal for Excellence in the Humanities.

Ms. Garrett has undergone public sector investigation training, as well as Title IX investigation training, including trauma informed investigation training.

Admissions Certifications, and Memberships

Ms. Garrett is admitted to practice law in California. She is an Association of Workplace Investigators (AWI) Certificate Holder. As an active AWI member, she chaired the AWI Weekly Committee from 2019-2021, and she has provided legal education training nationally and locally to AWI members.

Ms. Garrett holds a State of California Small Business certification, as well as a WBE certification. She is also a long-term member of the Women Lawyers of Los Angeles Association and the Los Angeles County Bar Association.

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Most Recent Articles and Speaking Engagements

March 2022, AWI Journal, Vol. 13, Number 1: *Everything is Politics:*

Investigating Workplace Political Affiliation Claims.

June 2021, Fortune 100 private client presentation and training: *Trauma Informed Interviewing.*

February 2021, The TEN Networks presentation: *Best Practices for Working with Independent Workplace Investigators.*

October 2020, AWI Webinar (international): *Trauma Informed Interviewing and Credibility Assessment.*

October 2020, The TEN Networks presentation: *Tips for Productive Workplace Investigations.*

BRUCE L. ISHIMATSU

Ishimatsu Law Group, P.C.
4712 Admiralty Way, No. 1012
Marina del Rey, California 90292
Tel. 310.200.4060
Fax. 310.496.1540
bruce@ishimatsulaw.com
www.ishimatsulaw.com

Bruce L. Ishimatsu is certified as an independent workplace investigator (“Association of Workplace Investigators”) qualified to conduct workplace investigations involving allegations of discrimination, harassment, hostile work environment, sexual assault, employment discrimination, wrongful termination and financial fraud.

Mr. Ishimatsu is a business and employment trial attorney with decades of experience counseling and representing domestic and international manufacturers, contractors, distributors, and financial institutions in a wide spectrum of business and litigation matters including commercial contracts and licenses, trade secrets, intellectual property, product distribution, antitrust, franchise, real estate and employment matters.

His legal practice involves industries such as food distribution, consumer electronics, video gaming, technology, automotive, motorcycle, power equipment, and financial institutions.

Mr. Ishimatsu is highly skilled advising not only corporate law departments but corporate executives and business managers, sometimes acting as an outside general counsel in developing and implementing litigation and business strategies. He has managed legal teams outside and inside companies and possesses strong leadership, communication, organizational and interpersonal skills to motivate team members and produce successful outcomes.

He has successfully handled complex business litigations, internal investigations and discovery, including eDiscovery, in state and federal courts and before administrative tribunals. Mr. Ishimatsu has experience interfacing with insurance carriers and negotiating claim coverage issues. Mr. Ishimatsu has an international network of lawyers and law firms to tap for best practices.

A significant and ongoing part of his practice is dedicated to advising corporations in a variety of transactional deals and contracts with a keen eye towards minimizing risks and incorporating contract protections based on his vast litigation and arbitration experience.

Throughout his career, Mr. Ishimatsu has represented Pacific Rim companies in business transactions and litigation matters and has traveled to Japan many times to work with the corporate headquarters of multi-national companies and is intimately

familiar with the business and social protocols of Japanese and other Asian cultures in terms of business and law.

Practice highlights include the following:

Represented companies in Lanham Act litigation for trade dress, copyright and false advertising disputes

Serving as local counsel for major law firms in patent infringement cases in federal court in Los Angeles

Successfully represented a major food distributor against former sales employees in a fraud lawsuit in state court

Represented a whistleblower employee against a municipality

Advised video game developer in handheld and mobile platform game development and distribution

Advised major international toy manufacturer in intellectual property licensing matters for online and video gaming applications

Successfully settled a complex litigation for one of the world's largest technology companies involving technology equipment leasing

Prosecuting and defending clients in corporate dissolution litigation

American Arbitration Association arbitration resulting in an award for the contractor in a medical office building construction project

Multi-million dollar verdict in a month-long federal court jury trial for misappropriation of trade secrets

Obtained defense verdict representing a product manufacturer in a 5 week jury trial, saving millions of dollars for the client

Favorable settlement of a complex antitrust litigation on behalf of a Pacific Rim multinational corporation

Resolved 5-year litigation involving public bond issuance and public housing renovation project involving complex insurance issues

A graduate of Georgetown University Law Center (J.D.), Mr. Ishimatsu was a Senior Editor of the International Law & Policy in Business Journal. He majored in Government at Pomona College (B.A.) and was Senior Class President.

Mr. Ishimatsu is a leader in the legal profession. He is a former member of the Advisory Board and Finance and Fund Development Standing Committee for the National Asian

Pacific American Bar Association (NAPABA) which represents over 50,000 APA attorneys across the country.

Until mid-2021, he served on NAPABA's Advisory Committee providing governance advice to the organization's executive board.

From 2018-2020, Mr. Ishimatsu served as the elected Vice President for Finance & Development on the executive board of NAPABA.

For several years, Mr. Ishimatsu served as NAPABA's Chair of the global Partners Committee and is a past board member of NAPABA's Law Foundation. Through NAPABA, Bruce works closely with General Counsels and law departments at major corporations across the country and globally.

In 2010, Bruce was Co-Chair of NAPABA's National Convention in Los Angeles with 2,000 attorneys, judges, law students and business and government leaders in attendance from around the world. At that Convention, Bruce was awarded NAPABA's prestigious President's Award for Outstanding Service.

He served as a Commissioner on the State Bar's Judicial Evaluations Commission and as Deputy General Counsel on the Rampart Independent Review Panel for the Los Angeles Police Commission. He has served as Presidents of the Japanese American Bar Association of the Greater Los Angeles Area (JABA) and the statewide Asian/Pacific Bar of California. Mr. Ishimatsu currently serves as a member of JABA's Community Concerns Committee.

Mr. Ishimatsu has a track record of commitment to community service including as an advisor to Asian Pacific Islanders with Disabilities in California (APIDC) supporting API's with all forms of disabilities.

Mr. Ishimatsu served as President and Chair and board member of the International Visitors Council of Los Angeles (IVCLA, under the aegis of the U.S. Department of State), a past board member of the California Women's Law Center (CWLC), and a board member of Inside Out Community Arts (IOCA) in Venice, California serving at-risk students in inner city schools in Los Angeles.

Bar Admissions

State Bar of California (1979), member in good standing

Admitted in all federal courts in California

Education

Georgetown University Law Center, J.D. (1978), Editor, Law & Policy in International Business Journal

Pomona College, B.A. (1975), Government major; Senior Class President

Past Positions

Bird, Marella, Boxer, Wolpert, Nessim, Dooks & Lincenberg, Partner (until July 2011)

Loeb & Loeb LLP, Partner (2005-09)

Bryan Cave LLP, Partner (1995-2005)

Kelley Drye & Warren, Associate and Partner (1984-95)

Mori & Ota, Associate (1980-84)

Selected Publications/Speaking Engagements/Awards

- Panelist, “Catching the Big Fish and Keeping It – Strategies for Working with Large Institutional Clients,” NAPABA National Convention, San Diego, California, November 2016
- Panelist, “Workplace 2020: Bringing the Multigenerational Legal Workforce into Focus.” Minority Corporate Counsel Association, Los Angeles, March 2014
- President’s Award, National Asian Pacific American Bar Association, Los Angeles, November 2010
- Speaker, “Current Trends in Damages -- Consumer Cases” – DRI Damage Seminar, Las Vegas, March 2010
- Moderator, “Diversity in Large Law Firms in an Economic Downturn: APA Lawyers Surviving and Succeeding in a Turbulent Market” – Boston, Mass. (November 2009)
- Moderator, “Current State of APAs in the Profession: Barriers to Advancement,” 2008 NAPABA & NLF Diversity Symposium, Los Angeles, California (March 18, 2008)
- Co-Moderator, “Best and Worst Practices of Highly Effective Rainmakers—The Inside Scoop From In-House Lawyers,” CLE Presentation, Annual Convention of the National Asian Pacific American Bar Association, Chicago, Illinois (October 2005)
- Panelist, “Anatomy of a UCL Case: How to Bring and Defend and Action under California’s Unfair Competition Law, Business & Professions Code Section 17200, et seq.,” Joint MCLE Program Sponsored by the Antitrust and Unfair Competition Section, California State Bar and Asian Pacific American Bar Association, Los Angeles, California
- Panelist, “Shameless Groveling,” MCLE Seminar, Association of Corporate Counsel Annual Conference, San Francisco, California
- Panelist, “Sarbanes-Oxley Act – Developments and Trends” (Miami, Florida)
- Author, “What is the Duty of an Attorney to a Client?” ILS Magazine
- Speaker, “Getting Ready for Your Next Trial: Expert Tips on Trial Preparation”
- Author, “The Use of Forum Selection Clauses in Written Contracts,” ILS Magazine
- Panelist, “What Litigators Can Teach Transactional Lawyers About Document Preparation,” Joint MCLE Program Sponsored by the Los Angeles County Bar Association, Japanese American Bar Association and Southern California Chinese Lawyers Association
- Author, “The Civil Discovery Process—An Overview,” ILS Magazine
- Author, “Statutes of Limitations—A Delicate Balance of Legal Rights,” ILS Magazine

• Author, "Taking Depositions in Japan Can Be Tricky," California Law Business, Los Angeles Daily Journal

Other Affiliations/Activities

Former Inside Out Community Arts President and board member; JABA Educational Foundation board member; past Deputy General Counsel, Rampart Independent Review Panel; President of Asian/Pacific Bar of California; President and Japanese American Bar Association; Commissioner, Judicial Evaluations Commission, California State Bar (3 years).

References

Upon request, will provide strong personal and professional references from General Counsels at major corporations, state and federal judges and partners in major national and international law firms.

Personal

Mr. Ishimatsu lives in Marina del Rey, California and is married with two adult sons. He enjoys golf, photography, music, guitar playing, and computer technology. He is an Eagle Scout awardee of the Boy Scouts of America and was an outstanding high school student athlete.

EXHIBIT B

Insurance



**RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS**

NAME: ON-CALL WORKPLACE INVESTIGATOR, AND TRAINING SERVICES
AGREEMENT/ACTIVITY: RFP / Provide On-call Assistance Conducting Independent workplace Investigations, On-call Workplace Investigator, and Provide Training in EEO Compliance, Sexual Harassment, and Workplace Violence Prevention
LAWA DIVISION: Human Resources Division
WIZARD ID: 9801

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum evidence of insurance required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

(X) Workers' Compensation **Statutory**
(X) Waiver of Subrogation, specifically naming LAWA
(Please see attached supplement)
() Voluntary Compensation Endorsement
() Hold Harmless - No Employees **(Owner/Operator/ Partnership)**

(X) Commercial Automobile Liability - covering owned, non-owned & hired auto **\$1,000,000**

(X) Commercial General Liability, including the following **\$1,000,000**
(X) Premises and Operations
(X) Contractual (Blanket/Schedule)
(X) Independent Contractors
(X) Personal Injury
() Products /Completed Operations
(X) Additional Insured Endorsement **(Please see attached supplement)**
() Hangar keepers Legal Liability **(At least at a limit of liability of \$ 1 million)**

(X) Professional Liability **\$1,000,000**
Claims-made policy: continuous coverage for three years after contract completion, or three-year extended reporting period beginning after contract completion.

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT

*****REURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE*******

PLEASE SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

Insurance companies that do not have an AMBEST rating of A- or better, and have a minimum financial size of at least 4, must be reviewed for acceptability by Risk Management

The only evidence of insurance accepted will be either a Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Endorsements:

- General Liability Additional Insured Endorsement
- Ongoing and Products - Completed Operations Endorsement
(ISO Standard Endorsements preferred)
- Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)

Certificate Holder:

Los Angeles World Airports PO
Box 92216
Los Angeles, CA 90009

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE AS AN ENDORSEMENT, AND A BLANKET/AUTOMATIC ENDORSEMENT IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.

PLEASE SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer of the Department of Airport (hereinafter referred to as "Chief Executive Officer") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specific coverages shall be filed with City prior to commencement of this contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Chief Executive Officer, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Chief Executive Officer deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, contractors or subcontractors, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

EXHIBIT C

Equal Employment Practices

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the 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, color, religion, national origin, ancestry, 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. The 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. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, the 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The 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 DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the 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. The 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 DAA. 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 the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices 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 of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

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

J. By affixing its signature on a Contract that is subject to this article, the 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 employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. 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.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

EXHIBIT D

Affirmative Action Program

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

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

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the 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 of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles 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 the 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 the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

EXHIBIT E

Child Support Ordinance

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

CHILD SUPPORT

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will

fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et*

seq. and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff. 2-13-99.

EXHIBIT F

Living Wage Ordinance

CHAPTER 1, ARTICLE 11

LIVING WAGE

- Section
- 10.37 Legislative Findings.
 - 10.37.1 Definitions.
 - 10.37.2 Payment of Minimum Compensation to Employees.
 - 10.37.3 Health Benefits.
 - 10.37.4 Employer Reporting and Notification Requirements.
 - 10.37.5 Retaliation Prohibited.
 - 10.37.6 Enforcement.
 - 10.37.7 Administration.
 - 10.37.8 City is a Third Party Beneficiary of Contracts Between an Employer and Subcontractor for Purposes of Enforcement.
 - 10.37.9 Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.
 - 10.37.10 Expenditures Covered.
 - 10.37.11 Timing of Application.
 - 10.37.12 Express Supersession by Collective Bargaining Agreement.
 - 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.
 - 10.37.14 Contracts, Employers and Employees Not Subject to this Article.
 - 10.37.15 Exemptions.
 - 10.37.16 Severability.

Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to other firms for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. These expenditures serve to promote the goals established for the grant programs and for similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services all too often has resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. The minimal compensation tends to inhibit the quantity and quality of services rendered by those employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article, the City intends to require service contractors to provide a minimum level of compensation which will improve the level of services rendered to and for the City.

The inadequate compensation leaves service employees with insufficient resources to afford life in Los Angeles. Contracting decisions involving the expenditure of City funds should not foster conditions that place a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

In comparison with the wages paid at San Francisco International Airport, the wage for Los Angeles airport workers is often lower even though the airports are similar in the number of passengers they serve and have similar goals of providing a living wage to the airport workforce. Studies show that higher wages at the airport leads to increases in worker productivity and improves customer service. Higher wages for airport workers also results in a decline in worker turnover, yielding savings to the employers and alleviating potential security concerns. Therefore, the City finds that a higher wage for airport employees is needed to reduce turnover and retain a qualified and stable workforce.

Many airport workers who provide catering services to the airlines are paid below the living wage. Federal law allows employment contract agreements between airline caterers and its workers to remain in effect without an expiration date, effectively freezing wages for workers. Long-term employment contract agreements provide little incentive for employers to renegotiate the employment contract agreements with their workers. Airline catering

workers often struggle to pay their bills, sometimes having to choose between paying medical bills and buying food for their families. The City finds that airline caterers should pay their workers, at a minimum, the living wage with benefits.

Airport workers are also the first to respond when an emergency occurs at the airport. In order to properly assist first responders during a crisis at the airport, the City finds that airport employees of Certified Service Provider License Agreement holders should be formally trained for an emergency response at the airport.

Nothing less than the living wage should be paid by employers that are the recipients of City financial assistance. Whether workers are engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor.

The City holds a proprietary interest in the work performed by many employees of City lessees and licensees and by their service contractors, subcontractors, sublessees and sublicensees. The success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby hinders the opportunity for success of City operations. A proprietary interest in providing a living wage is important for various reasons, including, but not limited to: 1) the public perception of the services or products rendered to them by a business; 2) security concerns related to the location of the business or any product or service the business produces; or 3) an employer's industry-specific job classification which is in the City's interest to cover by the living wage. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage further serves a proprietary concern of the City. If an employer does not comply with this article, the City may: 1) declare a material breach of the contract; 2) declare the employer non-responsible and limit its ability to bid on future City contracts, leases or licenses; and 3) exercise any other remedies available.

SECTION HISTORY

Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Airline Food Caterer" means any Employer that, with respect to the Airport:

(1) prepares food or beverage to or for aircraft crew or passengers;

(2) delivers prepared food or beverage to or for aircraft crew or passengers;

(3) conducts security or inspection of aircraft food or beverage; or

(4) provides any other service related to or in connection with the preparation of food or beverage to or for aircraft crew or passengers.

(b) "Airport" means the Department of Airports and each of the airports which it operates.

(c) "Awarding Authority" means the governing body, board, officer or employee of the City or City Financial Assistance Recipient authorized to award a Contract and shall include a department which has control of its own funds.

(d) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds.

(e) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of \$1,000,000 or more in any 12-month period shall require compliance with this article for five years from the date such assistance reaches the \$1,000,000 threshold. For assistance in any 12-month period totaling less than \$1,000,000 but at least \$100,000, there shall be compliance for one year, with the period of compliance beginning when the accrual of continuing assistance reaches the \$100,000 threshold.

Categories of assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan at market rate shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §§ 1274(d) and 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if:

(1) it is in its first year of existence, in which case the exemption shall last for one year;

(2) it employs fewer than five Employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year; or

(3) it obtains a waiver as a recipient who employs the long-term unemployed or provides trainee positions intended to prepare Employees for permanent positions. The recipient shall attest that compliance with this article would cause an economic hardship and shall apply, in writing to the City department or office administering the assistance. The department or office shall forward the waiver application and the department or office's recommended action to the City Council. Waivers shall be effected by Council resolution.

(f) "Contractor" means any person that enters into:

(1) a Service Contract with the City;

(2) a contract with a Public Lessee or Licensee; or

(3) a contract with a City Financial Assistance Recipient to help the recipient in performing the work for which the assistance is being given.

(g) "Designated Administrative Agency (DAA)" means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

(h) "Employee" means any person who is not a managerial, supervisory or confidential employee who expends any of his or her time working for an Employer in the United States.

(i) "Employer" means any person who is:

(1) a City Financial Assistance Recipient;

(2) Contractor;

(3) Subcontractor;

(4) Public Lessee or Licensee; and

(5) Contractor, Subcontractor, sublessee or sublicensee of a Public Lessee or Licensee.

(j) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may employ individuals or enter into contracts.

(k) "Public Lease or License" means, except as provided in Section 10.37.15, a lease, license, sublease or sublicense of City property, including, but not limited to, Non-Exclusive License Agreements, Air Carrier Operating Permits and Certified Service Provider License Agreements (CSPLA), for which services are furnished by Employees where any of the following apply:

(1) The services are rendered on premises at least a portion of which is visited by members of the public (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities);

(2) Any of the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) The DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(l) "Service Contract" means a contract involving an expenditure in excess of \$25,000 and a contract term of at least three months awarded to a Contractor by the City to furnish services for the City where any of the following apply:

(1) at least some of the services are rendered by Employees whose work site is on property owned or controlled by the City;

(2) the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) the DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(m) "Subcontractor" means any person not an Employee who enters into a contract:

(1) to assist in performance of a Service Contract;

(2) with a Public Lessee or Licensee, sublessee, sublicensee or Contractor to perform or assist in performing services for the leased or licensed premises.

(n) "Willful Violation" means that the Employer knew of its obligations under this article and deliberately failed or refused to comply with its provisions.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (l) re-lettered (d) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) Wages. An Employer shall pay an Employee for all hours worked on a Service Contract or if a Public Lease or License or for a Contractor of a Public Lessee or Licensee, for all hours worked furnishing a service relating to the City, a wage of no less than the hourly rates set under the authority of this article.

(1) Non-Airport Employee Wages.

(i) If an Employer provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.25 per hour.

b. On July 1, 2019, the wage rate for an Employee shall be no less than \$14.25 per hour.

c. On July 1, 2020, the wage rate for an Employee shall be no less than \$15.00 per hour.

d. On July 1, 2022, and annually thereafter, the hourly wage rate paid to an Employee shall be adjusted consistent with any adjustment pursuant to Section 187.02 D. of the Los Angeles Municipal Code.

(ii) If an Employer does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section

10.37.2(a)(1)(i) and an additional wage rate of \$1.25 per hour.

(iii) Section 10.37.11 is not applicable to this subdivision.

(2) Airport Employee Wages.

(i) If an Employer servicing the Airport provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$12.08 per hour.

b. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.75 per hour.

c. On July 1, 2019, the wage rate for an Employee shall be no less than \$15.25 per hour.

d. On July 1, 2020, the wage rate for an Employee shall be no less than \$16.50 per hour.

e. On July 1, 2021, the wage rate for an Employee shall be no less than \$17.00 per hour.

f. Beginning on July 1, 2022, the wage rate for an Employee shall increase annually, on July 1, to an amount \$2.00 above the minimum rate under the City's Minimum Wage Ordinance for that same period of time.

(ii) If an Employer servicing the Airport does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section 10.37.2(a)(2)(i) and an additional wage rate as follows:

a. On July 1, 2017, an Employer servicing the Airport shall pay an Employee an additional wage rate of \$5.18 per hour.

b. Beginning on July 1, 2018, an Employer servicing the Airport shall pay an Employee an additional wage rate per hour

equal to the health benefit payment in effect for an Employee pursuant to Section 10.37.3(a)(5).

(3) An Employer may not use tips or gratuities earned by an Employee to offset the wages required under this article.

(b) **Compensated Time Off.** An Employer shall provide an Employee compensated time off as follows:

(1) An Employee who works at least 40 hours per week or is classified as a full-time Employee by the Employer shall accrue no less than 96 hours of compensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of compensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Compensated Time Off.**

(i) An Employee must be eligible to use accrued paid compensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner. Compensated time off shall be paid at an Employee's regular wage rate at the time the compensated time off is used.

(ii) An Employee may use accrued compensated time off hours for sick leave, vacation or personal necessity.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued compensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) The DAA may allow an Employer's established compensated time off policy to remain in place even though it does not meet these requirements, if the DAA determines that the Employer's established policy is overall more generous.

(v) Unused accrued compensated time off shall carry over until time off reaches a maximum of 192 hours, unless the Employer's established policy is overall more generous.

(vi) After an Employee reaches the maximum accrued compensated time off, an Employer shall provide a cash payment once every 30 days for accrued compensated time off over the maximum. An Employer may provide an Employee with the option of cashing out any portion of, or all of, the Employee's accrued compensated time off, but, an Employer shall not require an Employee to cash out any accrued compensated time off. Compensated time off cashed out shall be paid to the Employee at the wage rate that the Employee is earning at the time of cash out.

(vii) An Employer may not implement any unreasonable employment policy to count accrued compensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

(4) **Compensated Release Time.** An Employer servicing the Airport who holds a Certified Service Provider License Agreement and is subject to this article shall comply with the following additional requirements:

(i) A CSPLA Employer shall provide an Employee at the Airport, 16 hours of additional compensated release time annually to attend and complete emergency response training courses approved by the Airport.

(ii) By December 31, 2018, and continuing thereafter on an annual basis, an Employee of a CSPLA Employer shall successfully complete the 16 hours of emergency response training.

(iii) An Employee of a CSPLA Employer hired after December 31, 2018, shall complete the 16 hours of emergency response training within 120 days of the first date of hire.

(iv) The 16 hours of compensated release time shall only be used to attend Airport approved annual emergency response training courses. The 16 hours of compensated release time does not accumulate or carry over to the following year. The 16 hours of compensated release time shall not be included as part of the 96 hours of compensated time off required under this article.

(c) **Uncompensated Time Off.** An Employer shall provide an Employee uncompensated time off as follows:

(1) An Employee who works at least 40 hours a week or is classified as a full-time Employee by an Employer shall accrue no less than 80 hours of uncompensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of uncompensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Uncompensated Time Off.**

(i) An Employee must be eligible to use accrued uncompensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner.

(ii) Uncompensated time off may only be used for sick leave for the illness of an Employee or a member of his or her immediate family and where an Employee has exhausted his or her compensated time off for that year.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued uncompensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) Unused accrued uncompensated time off shall carry over until the time off reaches a maximum of 80 hours, unless the Employer's established policy is overall more generous.

(v) An Employer may not implement any unreasonable employment policy to count accrued uncompensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec. (a), Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18; Subsec. (a)(1), Ord. No. 185,745, Eff. 10-15-18.

Sec. 10.37.3. Health Benefits.

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment by an Employer of at least \$1.25 per hour to Employees towards the provision of health care benefits for an Employee and his or her dependents. On July 1, 2017, the health benefit rate for an Employee working for an Employer servicing the Airport shall be at least \$5.18 per hour. On July 1, 2018, the annual increase for Employees working for an Employer servicing the Airport shall continue as provided in Section 10.37.3(a)(5).

(1) Proof of the provision of such benefits must be submitted to the Awarding Authority to qualify for the wage rate in Section 10.37.2(a) for Employees with health benefits.

(2) Health benefits include health coverage, dental, vision, mental health and disability income. For purposes of this article, retirement benefits, accidental death and dismemberment insurance, life insurance and other benefits that do not provide medical or health related coverage will not be credited toward the cost of providing Employees with health benefits.

(3) If the Employer's hourly health benefit payment is less than that required under this article, the difference shall be paid to the Employee's hourly wage.

(4) Health benefits are not required to be paid on overtime hours.

(5) On July 1, 2018, and annually thereafter each July 1, the amount of payment for health benefits provided to an Employee working for an Employer servicing the Airport shall be adjusted by a percentage equal to the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Medical Care Services, as measured from January to December of the preceding year. The DAA shall announce the adjusted rates on February 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year.

(b) **Periodic Review.** At least once every three years, the City Administrative Officer shall review the health benefit payment by Employers servicing the Airport set forth in Section 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to

assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.4. Employer Reporting and Notification Requirements.

(a) An Employer shall post in a prominent place in an area frequented by Employees a copy of the Living Wage Poster and the Notice Regarding Retaliation, both available from the DAA.

(b) An Employer shall inform an Employee of his or her possible right to the federal Earned Income Credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to an Employee forms informing them about the EIC and forms required to secure advance EIC payments from the Employer.

(c) An Employer is required to retain payroll records pertaining to its Employees for a period of at least four years, unless more than four years of retention is specified elsewhere in the contract or required by law.

(d) A Contractor, Public Lessee, Licensee, and City Financial Assistant Recipient is responsible for notifying all Contractors, Subcontractors, sublessees, and sublicensees of their obligation under this article and requiring compliance with this article. Failure to comply shall be a material breach of the contract.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.5. Retaliation Prohibited.

An Employer 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 this article, for opposing any practice proscribed by this article,

for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.6. Enforcement.

(a) An Employee claiming violation of this article may bring an action in the Superior Court of the State of California against an Employer and may be awarded:

(1) For failure to pay wages required by this article, back pay shall be paid for each day during which the violation occurred.

(2) For failure to comply with health benefits requirements pursuant to this article, the Employee shall be paid the differential between the wage required by this article without health benefits and such wage with health benefits, less amounts paid, if any, toward health benefits.

(3) For retaliation the Employee shall receive reinstatement, back pay or other equitable relief the court may deem appropriate.

(4) For Willful Violation, the amount of monies to be paid under Subdivisions (1) – (3), above, shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an Employee who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the Employee's lawsuit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies. Contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the Awarding Authority to terminate the contract and otherwise pursue legal remedies that may be available. Contracts shall also include an agreement that the Employer shall comply with federal law proscribing retaliation for union organizing.

(d) The DAA may audit an Employer at any time to verify compliance. Failure by the Employer to cooperate

with the DAA's administrative and enforcement actions, including, but not limited to, requests for information or documentation to verify compliance with this article, may result in a determination by the DAA that the Employer has violated this article.

(e) An Employee claiming violation of this article may report the claimed violation to the DAA, which shall determine whether this article applies to the claimed violation.

(1) If any of the Employee's allegations merit further review, the DAA shall perform an audit; the scope of which will not exceed four years from the date the complaint was received.

(2) If the claimed violation is filed after a contract has expired, and information needed for the review is no longer readily available, the DAA may determine this article no longer applies.

(3) In the event of a claimed violation of the requirements relating to compensated time off, uncompensated time off or wages, the DAA may require the Employer to calculate the amount the Employee should have earned and compensate the Employee. Nothing shall limit the DAA's authority to evaluate the calculation.

(i) If the DAA determines that an Employer is in violation of Section 10.37.2(b), the time owed must be made available immediately. At the Employer's option, retroactive compensated time off in excess of 192 hours may be paid to the Employee at the current hourly wage rate.

(ii) If the DAA determines that an Employer is in violation of Section 10.37.2(c), the Employer shall calculate the amount of uncompensated time off that the Employee should have accrued. This time will be added to the uncompensated time off currently available to the Employee and must be available immediately.

(f) Where the DAA has determined that an Employer has violated this article, the DAA shall issue a written notice to the Employer that the violation is to be corrected within ten days or other time period determined appropriate by the DAA.

(g) In the event the Employer has not demonstrated to the DAA within such period that it has cured the violation, the DAA may then:

(1) Request the Awarding Authority to declare a material breach of the Service Contract, Public Lease or License, or financial assistance agreement and exercise its contractual remedies thereunder, which may include, but not be limited to: (i) termination of the Service Contract, Public Lease or License, or financial assistance agreement; (ii) the return of monies paid by the City for services not yet rendered; and (iii) the return to the City of money held in retention (or other money payable on account of work performed by the Employer) when the DAA has documented the Employer's liability for unpaid wages, health benefits or compensated time off.

(2) Request the Awarding Authority to declare the Employer non-responsible from future City contracts, leases and licenses in accordance with the Contractor Responsibility Ordinance (LAAC Section 10.40, et seq.) and institute proceedings in a manner that is consistent with law.

(3) Impose a fine payable to the City in the amount of up to \$100 for each violation for each day the violation remains uncured.

(4) Exercise any other remedies available at law or in equity.

(h) Notwithstanding any provision of this Code or any other law to the contrary, no criminal penalties shall attach for violation of this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01; In Entirety; Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.7. Administration.

The DAA shall administer the requirement of this article and monitor compliance, including the investigation of claimed violations. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provision of this article. The DAA shall also issue determinations that persons are City Financial Assistance Recipients, that particular contracts shall be regarded as "Service Contracts" for purposes of Section 10.37.1(1), and that particular leases and licenses shall be regarded as "Public Leases" or "Public Licenses" for purposes of Section 10.37.1(k), when it receives an

application for a determination of non-coverage or exemption as provided for in Section 10.37.14 and 10.37.15.

The DAA may require an Awarding Authority to inform the DAA about all contracts in the manner described by regulation. The DAA shall also establish Employer reporting requirements on Employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

Every three years after July 1, 2018, the Chief Legislative Analyst (CLA) with the assistance of the City Administrative Officer (CAO) shall commission a study to review the state of the Airport's regional economy; minimum wage impacts for Employees servicing the Airport; Airport service industry impacts; temporary workers, guards and janitors impacts; restaurants, hotels and bars impacts; transitional jobs programs impacts; service charges, commissions and guaranteed gratuities impacts; and wage theft enforcement. On an annual basis, the CLA and CAO shall collect economic data, including jobs, earnings and sales tax. The Study shall also address how extensively affected Employers are complying with this article, how the article is affecting the workforce composition of affected Employers, and how the additional costs of the article have been distributed among Employees, Employers and the City.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.8. City is a Third Party Beneficiary of Contracts Between an Employer and Subcontractor for Purposes of Enforcement.

Any contract an Employer executes with a Contractor or Subcontractor, as defined in Section 10.37.1(f) and (m), shall contain a provision wherein the Contractor or Subcontractor agree to comply with this article and designate the City as an intended third party beneficiary for purposes of enforcement directly against the Contractor or Subcontractor, as provided for in Section 10.37.6 of this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an Employee's right to bring legal action for violation of other minimum compensation laws.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure - whether through aid to City Financial Assistance Recipients, Service Contracts let by the City or Service Contracts let by its Financial Assistance Recipients - of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.11. Timing of Application.

The provisions of this article shall become operative 60 days following the effective date of the ordinance and are not retroactive.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01; Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.12. Express Supersession by Collective Bargaining Agreement.

The requirements of this article may be superseded by a collective bargaining agreement if expressly stated in the agreement. This provision applies to any collective bargaining agreement that expires or is open for negotiation of compensation terms after the effective date of this ordinance. Any collective bargaining agreement that purports to supersede any requirement of this article shall be submitted by the Employer to the DAA.

(a) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Employers servicing the Airport only when an Employee is paid a wage not less than the applicable wage rate in Section 10.37.2(a)(2)(i).

(b) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Airline Food Caterers only when an Employee of the Airline Food Caterer is paid a total economic package no less than the applicable wage rate in Section 10.37.2(a)(2)(ii).

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; Title and Section In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City Financial Assistance Recipient" in Section 10.37.1(e), of "Public Lease or License" in Section 10.37.1(k), and of "Service Contract" in Section 10.37.1(l) shall be liberally interpreted so as to further the policy objectives of this article. All City Financial Assistance Recipients meeting the monetary thresholds of Section 10.37.1(e), all Public Leases and Licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services shall be presumed to meet the corresponding definition mentioned above, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for

a determination of non-coverage or exemption and procedures for making determinations on such applications.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.
Amended by: Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18; In Entirety, Ord. No. 185,745, Eff. 10-15-18.

Sec. 10.37.14. Contracts, Employers and Employees Not Subject to this Article.

The following contracts are not subject to the Living Wage Ordinance. An Awarding Authority, after consulting with the DAA, may determine whether contracts and/or Employers are not subject to the Living Wage Ordinance due to the following:

(a) a contract where an employee is covered under the prevailing wage requirements of Division 2, Part 7, of the California Labor Code unless the total of the basic hourly rate and hourly health and welfare payments specified in the Director of Industrial Relations' General Prevailing Wage Determinations are less than the minimum hourly rate as required by Section 10.37.2(a) of this article.

(b) a contract with a governmental entity, including a public educational institution or a public hospital.

(c) a contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.
Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.15. Exemptions.

Upon the request of an Employer, the DAA may exempt compliance with this article. An Employer seeking an exemption must submit the required documentation to the DAA for approval before the exemption takes effect.

(a) A Public Lessee or Licensee, that employs no more than seven people total on and off City property shall be exempted. A lessee or licensee shall be deemed to employ no more than seven people if the

company's entire workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the previous calendar year. If a Public Lease or License has a term of more than two years, the exemption granted pursuant to this section shall expire after two years, but shall be renewable in two-year increments.

(b) Non-Profit Organizations. Corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation, shall be exempted as to all Employees other than child care workers.

(c) Students. High school and college students employed in a work study or employment program lasting less than three months shall be exempt. Other students participating in a work-study program shall be exempt if the Employer can verify to the DAA that:

(1) The program involves work/training for class or college credit and student participation in the work-study program is for a limited duration, with definite start and end dates; or

(2) The student mutually agrees with the Employer to accept a wage below this article's requirements based on a training component desired by the student.

(d) Nothing in this article shall limit the right of the Council to waive the provisions herein.

(e) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to and at the request of an individual Employee who is eligible for benefits under Medicare, a health plan through the U.S. Department of Veteran Affairs or a health plan in which the Employee's spouse, domestic partner or parent is a participant or subscriber to another health plan. An Employee who receives this waiver shall only be entitled to the hourly wage pursuant to Section 10.37.2(a)(2)(i).

SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.
Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.16. Severability.

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

EXHIBIT G

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

EXHIBIT H

Contractor Responsibility Program

LOS ANGELES WORLD AIRPORTS



CONTRACTOR RESPONSIBILITY PROGRAM

RULES AND REGULATIONS

Effective date: August 23, 2011

Procurement Services Division
7301 World Way West, 4th Floor
Los Angeles, CA 90045
(424) 646-5380
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EXHIBIT H
Contractor Responsibility Program (CRP)
Pledge of Compliance

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These Rules and Regulations are promulgated pursuant to Board Resolution #21601, the Los Angeles World Airports Contractor Responsibility Program (CRP). Each Requesting LAWA Division shall cooperate to the fullest extent with the Executive Director in the administration of the CRP. The Executive Director may amend these Rules and Regulations from time to time as required for the implementation of the CRP.

A. DEFINITIONS

1. **Adoption of CRP definitions:** For purposes of these Rules and Regulations, the definitions set forth in the Board Resolution are incorporated herein by reference, and include the following:

- a. **Board**
- b. **Executive Director**
- c. **Los Angeles World Airports (LAWA)**
- d. **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to LAWA or to the public or the grant of a public lease, which is awarded or entered into by or on behalf of LAWA. These Rules and Regulations shall apply to the following contracts:
 - (1) Contracts for services that require Board approval.
 - (2) Contracts for purchasing goods and products that require Board approval.
 - (3) Construction contracts that require Board approval.
- e. **Contractor**
- f. **Subcontractor**
- g. **Bidder**
- h. **Bid**
- i. **Invitation for Bid ("IFB")**
- j. **Public Lease**

2. **New Definitions:**

- a. **"Awarding Authority"** means either the Executive Director or the Board of Airport Commissioners ("Board") or the Board's designee.
- b. **"CRP Questionnaire"** means the set of questions developed by Procurement Services Division (PSD) that will assist LAWA in determining a bidder or contractor's responsibility. Information solicited from the CRP Questionnaire may include but is not limited to: ownership and name changes, financial resources and responsibility, satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. PSD may amend the CRP Questionnaire from time to time.

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- c. **“CRP Pledge of Compliance”** means the CRP Pledge developed by PSD. The CRP Rules and Regulations may be updated from time to time by PSD. The CRP Pledge shall require contractors to sign under penalty of perjury that the contractor will:
- (1) Comply with all applicable Federal, State, and local laws and regulations during the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - (2) Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with subparagraph 2(c)(1) above in the performance of the contract.
 - (3) Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated subparagraph 2(c)(1) above in the performance of the contract.
 - (4) Provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a Questionnaire.
 - (5) Ensure that subcontractors working on the LAWA contract shall complete, sign and submit a CRP Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs 2(c)(1) through (4).
 - (6) Notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving the subcontractors in the performance of a LAWA contract.
 - (7) Cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.
- d. **“Requesting Division”** means the LAWA division(s) which issued the Request For Bids (“RFB”), Request For Proposal (“RFP”) or Request for Qualifications (“RFQ”).
- e. **“Responsibility”** means possessing the necessary “trustworthiness” and “quality, fitness and capacity” to perform the work set forth in the contract.

B. SUBMISSION OF CRP QUESTIONNAIRES

1. **Issuance of Invitation for Bids (IFB):** These include Request for Bids (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ). Unless otherwise exempt from the CRP, if a proposed contract meets the definition of a contract subject to the CRP as

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defined in the Resolution and these Rules and Regulations, LAWA shall include in the IFB:

- a. Language informing potential bidders of the CRP;
- b. The CRP Questionnaire that bidders submit with their bid; and
- c. The CRP Pledge of Compliance that bidders submit with their bid.

2. Submission of CRP Questionnaires with Bids:

- a. All bid and proposal submissions are required to contain a completed and signed CRP Questionnaire and a signed CRP Pledge of Compliance.
- b. Failure to submit a CRP Questionnaire and a CRP Pledge of Compliance in accordance with the IFB procedures may make the bidder non-responsive and disqualified from the bidding process.
- c. Submitted CRP Questionnaires and CRP Pledge of Compliance become public records, and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law.

3. Use of a non-competitive process to procure the proposed contract: If a non-competitive process is used by LAWA Divisions to procure the proposed contract, the proposed contractor is required to submit the completed CRP Questionnaire and a signed CRP Pledge of Compliance to LAWA for determination of contractor responsibility prior to execution of the contract.

4. Subcontractors: The list of subcontractors shall be submitted with the bid and will be made available for public review along with the bidder's Questionnaire. For construction contracts, bidders must list a subcontractor proposed to be used on the City contract if the subcontractor will be performing work on the construction contract in an amount in excess of \$10,000 or in excess of one-half of one percent of the total bid amount, whichever is greater. For service contracts, bidders must list subcontractors as required by the IFB.

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C. LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES

- 1. Departmental Review of submitted bids:** As part of the determination of a bidder's responsiveness, PSD will review the bid submissions to determine whether a completed CRP Questionnaire, signed under penalty of perjury, has been included with the bid. If a completed Questionnaire has not been included with the bid as required by the IFB procedures, the bidder may be deemed to be non-responsive and may be disqualified from the bidding process.
- 2. Posting of CRP Questionnaires and Subcontractor List:** Requesting Divisions will forward to PSD the completed CRP Questionnaires and subcontractor list(s), if any, submitted by the responsive bidders to make available for public review as follows:
 - a. If a contract is to be awarded pursuant to a competitive bid process, the CRP Questionnaires for the three lowest responsive bidders and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days.
 - b. If a contract is to be awarded pursuant to a proposal (RFP) or qualifications (RFQ) and award is not based on the lowest submitted bid price, the CRP Questionnaires for the short-listed proposers and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days. If no short-listing procedure is used, the CRP Questionnaire for the prospective contractor shall be made available for public review for a minimum period of 14 calendar days.
 - c. If a contract is to be awarded to a Sole Source, the CRP Questionnaire for the proposed contractor and their list of proposed subcontractors, if any, will be forwarded to PSD to make it available for public review for a period of 14 calendar days.
 - d. No contract shall be awarded to any bidder until at least 14 calendar days after the CRP Questionnaire has been made available for public review. If administrative or technical errors prevent or delay the posting of the CRP Questionnaire, the posting period will be extended by the amount of time that the CRP Questionnaire was not available for public review.
 - e. The CRP Questionnaire of the bidder/proposer awarded the contract will be retained by the Requesting Division as part of the contract file. The CRP Questionnaires for the bidders/proposers not awarded the contract will be retained in the customary manner by the Requesting Division.
- 3. Claims Resulting from Public Review:**
 - a. Claims regarding a bidder or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing, if PSD in its discretion

determines that the claim calls into question the bidder's, the proposer's or the contractor's responsibility.

- b. If PSD receives information which calls into question a bidder's responsibility, and the information was received **before** the contract has been executed, PSD shall:
 - (1) Notify the Requesting Division in writing that no contract shall be awarded until PSD has completed investigation into the matter.
 - (2) Investigate the matter as required in Section G, "LAWA INVESTIGATION" to determine its validity.
 - (3) Upon completion of the investigation, PSD shall notify the Requesting Division and the Awarding Authority in writing of the result of the investigation.
 - (4) No contract may be awarded to any bidder until after the investigation has been completed and the Requesting Division and the Awarding Authority have received written notification that the investigation has been completed.
 - (5) Findings from the PSD investigation received by the Awarding Authority will be considered by the Awarding Authority as part of the determination of the bidder's responsibility.

- c. If PSD receives written information that calls into question a contractor's responsibility, and the information was received **after** the contract has been executed, PSD shall investigate the matter as required in Section G, LAWA INVESTIGATION.

D. AWARD AND EXECUTION OF CONTRACTS

1. Departmental Determination of Responsibility and Award of Contract:

- a. Requesting Division and the Awarding Authority shall determine whether a bidder/contractor is a responsible bidder, proposer or contractor with the necessary trustworthiness, quality, fitness and capacity to perform the work set forth in the proposed contract by considering the following:
 - (1) Information contained in the CRP Questionnaire;
 - (2) Information and documentation from PSD's investigation;
 - (3) Information regarding the bidder's, proposer's or contractor's past performance that may be contained in the City of Los Angeles' Contractor Evaluation Database.
 - (4) Information that may be available from any compliance or regulatory governmental agency, and
 - (5) Any other reliable information that may be available, including but not limited to information from any individual or any other governmental agency.

- b. The Board may award and the Executive Director may execute a contract with a bidder or proposer only if:
 - (1) The bidder's or proposer's CRP Questionnaire has been made available for public review for at least 14 calendar days unless otherwise exempted from the posting requirement by the CRP;
 - (2) The bidder or proposer is not being investigated by PSD pursuant to the CRP;
 - (3) The bidder or proposer has not been found to be a non-responsible bidder/proposer pursuant to the CRP;
 - (4) The bidder or proposer does not appear on any City list of debarred bidders or contractors; and
 - (5) The bidder or proposer has met all other applicable City requirements.

2. Submission of Pledge of Compliance:

- a. Unless otherwise exempt from the CRP, all bid/proposal submissions (RFBs, RFPs and RFQs) are required to contain a Pledge of Compliance with the CRP signed under penalty of perjury. Failure to submit a CRP Pledge of Compliance with the bid/proposal may make the bidder non-responsive and disqualified from the bidding process.
- b. Within 10 calendar days of execution of a contract with LAWA, the contractor shall submit to LAWA a signed CRP Pledge of Compliance from each subcontractor listed as performing work on the contract.

3. Subcontractor Responsibility:

- a. Contractors shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRP and these Rules and Regulations unless the subcontract is not subject to the CRP.
- b. Contractors shall ensure that subcontractors working on the LAWA agreement shall complete and submit a signed CRP Pledge of Compliance.
- c. Contractors shall not use in any capacity any subcontractor that has been determined or found to be a non-responsible contractor by LAWA or the City.
- d. Subject to approval by the Requesting Division, contractors may substitute a non-responsible subcontractor with another, responsible subcontractor with no changes in bid amounts.

4. Execution of Contracts:

- a. Unless exempt from the CRP, all contracts shall contain language obligating the contractor to comply with the CRP.
- b. No contract may be executed unless:
 - (1) The proposed contractor has submitted a signed Pledge of Compliance with the CRP.
 - (2) The proposed contractor's CRP Questionnaire, unless otherwise exempt, has been made available for public review for at least 14 calendar days in accordance with these Rules and Regulations.

E. CONTRACT AMENDMENTS

- 1. Compliance with the CRP, except for the requirement to submit a CRP Questionnaire, is required in contract amendments if the initial contract was not subject to the CRP, but the total term and amount of the contract, inclusive of all amendments, would make the contract subject to the CRP.
 - a. A contractor subject to the CRP because of an amendment shall submit a CRP Pledge of Compliance to the Requesting Division before the contract amendment can be executed.
 - b. Unless exempt from the CRP, all contract amendments shall contain contract language obligating the contractor to comply with the CRP.

F. CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION

- 1. **Notification of Investigations:** Contractors shall:
 - a. Notify the Requesting Division and PSD within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the contractor violated any applicable Federal, State, or local law in the performance of a LAWA, City of Los Angeles, County of Los Angeles, State of California, Federal Government or other government contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - b. Notify the Requesting Division and PSD within 30 calendar days of becoming aware of a violation or finding of violation of any applicable federal, state, or local law involving its subcontractors or sub-sub-contractors at any level in the performance of a LAWA contract.
- 2. **Update of CRP Questionnaire Information:**

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- a. Updates of information contained in the contractor's responses to the CRP Questionnaire shall be submitted to the Requesting Division and PSD within 30 days of any changes to the responses if the change would affect the contractor's responsibility or ability to continue performing the contract.
 - b. PSD or the Requesting Division shall determine whether a contractor in a specific situation should have provided information or updated information.
 - (1) If PSD or the Requesting Division becomes aware of new information concerning a contractor and determines that the contractor should have provided information or updated LAWA with such information, but the contractor has not done so, PSD shall issue a written notice to the contractor requiring the contractor to submit the required information within 10 calendar days.
 - (2) If PSD or the Requesting Division becomes aware of new information concerning a subcontractor and determines that the subcontractor should have provided information or updated LAWA of such information, but the subcontractor has not done so, PSD shall issue a written notice to the contractor requiring the subcontractor to submit the required information within 10 calendar days.
 - c. Contractor's failure to provide information or updated information when required by LAWA, the CRP or these Rules and Regulations may be considered a material breach of the contract, and, additionally, may result in the initiation of a non-responsibility hearing pursuant to Section I of these Rules and Regulations.
- 3. Contractors shall ensure that subcontractors provide information and updates.** Contractors shall ensure that subcontractors performing work on their LAWA contract abide by these same updating requirements, including the requirement to:
- a. Notify the Requesting Division and PSD within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees
 - b. Notify the Requesting Division and PSD within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable Federal, State, or local law in the performance of a LAWA or City of Los Angeles contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- 4. Submission of CRP Questionnaires and Updates of CRP Questionnaire Is Not Applicable to Subcontractors:** The requirement that contractors submit to LAWA CRP Questionnaires and updates to the CRP Questionnaire responses does not apply to subcontractors.

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G. LAWA INVESTIGATION

- 1. Reporting of Alleged Violations:** Allegations of violations of the CRP or these Rules and Regulations shall be reported to PSD. Complaints regarding a bidder's, proposer's or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate any claim or complaint regarding a bidder's, proposer's or a contractor's responsibility, whether or not it is submitted in writing. Whether based on a written complaint or otherwise, PSD shall be responsible for investigating such alleged violations.
- 2. Process:**
 - a. Upon receipt of a complaint or upon initiation of an investigation, PSD shall notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor in writing that an investigation has been initiated.
 - b. The bidder, proposer or contractor shall cooperate fully with PSD in providing information. If the bidder/proposer or contractor fails to cooperate with PSD's investigation or fails to timely respond to PSD's requests for information, LAWA may initiate a non-responsibility hearing as set forth in Section I of these Rules and Regulations. A contractor's failure to cooperate may be deemed a material breach of the contract, and the City may pursue all available remedies.
 - c. To the extent permissible, PSD shall maintain the identity of the complainant, if any, confidential.
 - d. Upon completion of the investigation, PSD shall prepare a written report of the findings and notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor of the results.
- 3. Results of Investigation:**
 - a. When an investigation is completed before the contract is awarded, PSD shall notify the Requesting Division and the Awarding Authority of the results, and Requesting Division and the Awarding Authority will consider the information as part of the determination of a bidder's responsibility during the bid/proposal review process.

- b. When an investigation is completed after the execution of a contract:
 - (1) If violations of the CRP are found, PSD shall notify the Requesting Division and contractor of the violation and require the contractor to make corrections or take reasonable measures within 10 calendar days.
 - (2) If the contractor fails to make corrections as required, PSD shall notify the Requesting Division and the Awarding Authority and may recommend that the Awarding Authority:
 - (i) Terminate the contract.
 - (ii) Initiate a hearing to declare the contractor a non-responsible contractor.

H. VIOLATIONS OF THE CRP OR THESE RULES AND REGULATIONS

- 1. Violations of the CRP or of these Rules and Regulations may be considered a material breach of the contract and may entitle LAWA or the City to terminate the contract.
- 2. Alleged violations of the CRP or of these Rules and Regulations shall be reported to the PSD which will investigate all such complaints.
- 3. When a violation of the CRP or of these Rules and Regulations is found, PSD shall notify the contractor and the Awarding Authority of the violation. PSD shall require the contractor to correct the violation within 10 calendar days. Failure to correct violations or take reasonable measures to correct violations within 10 calendar days may result in PSD:
 - a. Recommending that the Awarding Authority declare a material breach of the contract and that the Awarding Authority exercise all contractual and legal remedies available, including but not limited to termination of the contract, and/or
 - b. Recommending that the Awarding Authority declare the contractor a non-responsible contractor by initiating, within 30 calendar days or as soon as practicable, a non-responsibility hearing in accordance with Section I of these Rules and Regulations.

I. NON-RESPONSIBILITY HEARING

- 1. The process of declaring a bidder or contractor a non-responsible bidder or contractor shall be initiated by the Awarding Authority after consultation with the City Attorney's Office.
- 2. Before a bidder, proposer or contractor may be declared non-responsible, the bidder, proposer or contractor shall be notified of the proposed determination of non-responsibility and provided with an opportunity for a hearing.

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3. The Awarding Authority or the Executive Director's designee shall preside over the non-responsibility hearing and shall provide the bidder, proposer or contractor with the following:
 - a. The bidder, proposer or contractor shall be provided with written Notice of intent to declare the bidder, proposer or contractor non-responsible ("Notice") which shall state that the Awarding Authority intends to declare the bidder, proposer or contractor a non-responsible bidder or contractor.
 - b. The Notice shall provide the bidder, proposer or contractor with the following information:
 - (1) That the Awarding Authority intends to declare the bidder or contractor a non-responsible bidder, proposer or contractor.
 - (2) A summary of the information upon which the Awarding Authority is relying.
 - (3) That the bidder, proposer or contractor has a right to respond to the information by requesting a hearing to rebut adverse information and to present evidence of its necessary trustworthiness, quality, fitness and capacity to perform the work required under the contract.
 - (4) That the bidder, proposer or contractor must exercise the right to a hearing by submitting to the Awarding Authority a **written request** for a hearing **within 10 working days** of the date of the Notice.
 - (5) That failure to submit a written request for hearing within 10 working days of the date of the Notice shall be considered a waiver of the right to a hearing that allows the Awarding Authority to proceed with the determination of non-responsibility.
 - c. If the bidder or contractor submits a written request for a hearing, the hearing may be held by the Awarding Authority for recommendation to the Board, which shall make the final decision.
 - d. The hearing must allow the bidder, proposer or contractor an opportunity to address the issues contained in the Notice of Intent to declare the bidder, proposer or contractor non-responsible.
 - e. The Awarding Authority may determine that the bidder, proposer or contractor:
 - (1) Does not possess the necessary trustworthiness, quality, fitness, or capacity to perform the work set forth in the proposed contract, should be declared a non-responsible bidder, proposer or contractor, and recommend to the Board invocation of the remedies set forth in Section J of these Rules and Regulations.
 - (2) Should not be declared a non-responsible bidder or contractor.
 - f. The Board's determination shall be final and constitute exhaustion of administrative remedies.
 - g. The Board's final decision shall be in writing and shall be provided to the bidder,

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proposer or contractor, the Requesting Division and to PSD. If the bidder, proposer or contractor is declared to be non-responsible, a copy of the final decision shall also be provided to the CAO.

J. NON-RESPONSIBILITY SANCTIONS

1. A **bidder/proposer** found non-responsible by LAWA shall be disqualified from:
 - a. award of the proposed contract or,
 - b. participating, in any way, in the proposed contract.

Such non-responsible bidder or proposer shall not perform any work in the proposed contract, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.

2. An existing **contractor** found non-responsible by LAWA may be declared to have a material breach of contract, and LAWA may exercise its contractual and legal remedies thereunder, which are to include, but are not limited to termination of the contract.
3. Upon final determination of a bidder, proposer or contractor as non-responsible, PSD shall provide the Requesting Division and the bidder, proposer or contractor with a written notice summarizing the Awarding Authority's findings and sanctions.
4. PSD shall maintain a listing of bidders/proposers and contractors who have been found non-responsible by LAWA pursuant to the CRP.

K. EXEMPTIONS

1. **Categorical Exemption:** The following types of contracts are categorically exempt from the CRP and these Rules and Regulations:
 - a. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
 - b. Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
 - c. Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

Board approval required for CRP Exemptions: The following types of contracts are exempt from the requirement to submit a Questionnaire but remain subject to the requirement that the contractor submit a Pledge of Compliance and notify the Awarding Authority within 30 days of any information regarding investigations or the results of investigations by any governmental agency into the contractor's compliance with applicable laws.

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- a. Contracts awarded on the basis of exigent circumstances when the Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted.
 - (1) This exemption is subject to approval by PSD.
 - (2) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.

- b. Contracts where the goods or services are proprietary or available from only one source.
 - (1) This exemption is subject to approval by PSD.
 - (2) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.

- c. Contracts awarded in accordance with Charter Section 371(e)(5). The Awarding Authority must certify in writing that award is based on urgent necessity in accordance with Charter Section 371(e)(5).

- d. Contracts entered into based on, Charter Section 371(e)(6), (7) or (8). The Awarding Authority must certify in writing that the contract is entered into in accordance with Charter Section 371(e)(6), (7) or (8).

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L. EFFECTIVE DATE OF RULES AND REGULATIONS

1. These Rules and Regulations apply to IFB's issued after the Executive Director has approved these Rules and Regulations.
2. These Rules and Regulations apply to contracts entered into by LAWA after the Executive Director has approved these Rules and Regulations.
3. Contracts amended after these Rules and Regulations are approved by the Executive Director will become subject to CRP and these Rules and Regulations if they meet definitions contained in the CRP and these Rules and Regulations.

M. CONSISTENCY WITH FEDERAL AND STATE LAW

The CRP and these Rules and Regulations do not apply in instances where application would be prohibited by Federal and State law or where the application would violate or be inconsistent with the terms and conditions or a grant or contract with the Federal or State agency.

N. SEVERABILITY

If any provision of the CRP or these Rules and Regulations are declared legally invalid by any court of competent jurisdiction, the remaining provisions remain in full force and effect.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Project Title

CRP Pledge.doc

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EXHIBIT I

First Source Hiring Program

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport” shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

“Coalition” shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister’s Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

“Coalition Representative” shall mean the following: The Coalition shall designate one individual as the “Coalition Representative” authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

“Cooperation Agreement” shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

“On-Site” shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
 - 1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 - 2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 - 3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of

this Program, and the conflicting provisions of this Program shall not be enforceable.

- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

EXHIBIT J

Alternative Fuel Vehicle Requirement

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM
(LAX ONLY)**

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

“CARB” shall mean the California Air Resources Board.

“Covered Vehicle” is defined in Section II below.

“Compliance Plan” is defined in subsection VII.C. below.

“EPA” shall mean the United States Environmental Protection Agency.

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.

B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.

B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.

C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:

- i) Failure to submit an annual report pursuant to Section VI above.
- ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
 - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
 - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
 - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
 - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.
- IX. Periodic Review.** This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.