

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK, INDEX SECTION

FROM: DEPARTMENT OF GENERAL SERVICES
ASSET MANAGEMENT DIVISION

CONTRACT NO. AND/OR AMENDMENT NO: ~~40749~~ 101312

COUNCIL FILE NO.: 71-639

DATE OF COUNCIL APPROVAL: 6/1/71

CONTRACTOR NAME: U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

TERM OF CONTRACT: 4/27/2001 THRU: 5/31/2026

TOTAL AMOUNT: \$1,000. /MONTH

PURPOSE OF CONTRACT: COMMUNICATIONS FACILITY

C-101312
L-5249-O1

LICENSE SUMMARY

For information purposes only - not part of License

LAND NO.: L-5249-O1

CITY ATTORNEY

SIGNATURE: November 21, 2000

PREMISES'

ADDRESS: Mount Lee Communications Center
3800 Mt. Lee Drive
Los Angeles, CA

LICENSOR: CITY OF LOS ANGELES
Deputy City Attorney/R. Bruce Coplen
Department of General Services/Jack Scott
Client: Department of General Services

LICENSEE: UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
11000 Wilshire Blvd., Suite 1700
Los Angeles, CA 90024

USE: Construction, maintenance, and operation of a communications facility related to radio transmitter receiver

TERM: One (1) year, subject to annual renewal; not beyond May 31, 2026
Commencing: Execution Date

FEE: \$1,000.00 per year, annual CPI increases

SECURITY
DEPOSIT: NONE

PARKING: Right to park vehicles while servicing facilities

FORM: GENERIC.120 (SSCHE02-53508_2 - 4/21/98)

LICENSE

BETWEEN CITY OF LOS ANGELES
AND FEDERAL BUREAU OF INVESTIGATION
3800 MT. LEE DRIVE, LOS ANGELES, CA

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LICENSE

BETWEEN CITY OF LOS ANGELES AND
FEDERAL BUREAU OF INVESTIGATION
3800 MT. LEE DRIVE, LOS ANGELES, CA

PREAMBLE

The City of Los Angeles, by and through its Department of General Services, as Licensor ("CITY"), for and in consideration of the keeping and performance by LICENSEE of the provisions and conditions of this License, gives permission to the United States Department of Justice, Federal Bureau of Investigation ("LICENSEE") to use the Premises described below for the purpose of the construction, maintenance, and operation of communications facilities related to a radio transmitter receiver ("Facilities"), and for no other purpose without the prior written consent of CITY. CITY is a municipal corporation, organized under the laws of the State of California, acting through its Department of General Services, Suite 701, City Hall South, 111 East First Street, Los Angeles, California 90012. LICENSEE is an agency of the United States Government, with a principal business address of 14000 Wilshire Blvd., Suite 1700, Los Angeles CA 90024.

THE FOREGOING PERMISSION is given upon and subject to the following provisions and conditions:

1. **Term.** The term of this License shall be for one (1) year, beginning on the Execution Date of this License ("Term"), subject to annual renewals not to extend beyond May 31, 2026 and subject to Congressional approval of funding. Licensee shall provide CITY with a notice of its intent to extend the term of this License not less than sixty (60) days prior to the end of the Term or renewal period, as appropriate. The phrase "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this License on page 8. The "first (1st) License Year" shall begin on the Execution Date, as defined above, and shall expire on the last day of the month, twelve (12) full calendar months next following said Execution Date. Each License Year thereafter shall be the succeeding twelve (12) calendar month period, or portion thereof. Either party may terminate this License upon not less than ninety (90) days prior written notice to the other party.

2. **Premises And Site.** The Premises consist of: (1) one rack space not to exceed two feet by two feet by six feet in CITY's communications facility ("Premises"), located at 3800 Mt. Lee Drive, Los Angeles, CA ("Site"), (2) the right to install and maintain utility wires, cables, and conduits among the various portions of the Premises and from the Premises to the nearest sources of utility service necessary to operate the Facilities, and (3) the right to install and maintain one (1) omnidirectional 167 MHZ antenna on CITY's building or antenna structure, as designated by CITY, in accordance with antenna height standards and requirements applicable to CITY upon the Site. LICENSEE may use additional space only upon the written permission of CITY. The installation, maintenance, and/or utilization of all Facilities shall be coordinated with the CITY's Department of General Services and Information Technology Agency. LICENSEE also has the right to occasionally park its vehicles at no additional charge in CITY's parking area located on or adjacent to the Site for the purposes of installing, maintaining, or otherwise servicing the Facilities. CITY shall provide access to LICENSEE, LICENSEE's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week at no charge to LICENSEE. CITY represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to LICENSEE to the extent required to construct, maintain, install and operate LICENSEE's Facilities upon the Premises. LICENSEE's exercise of such rights shall not cause undue inconvenience to CITY.

1 3. **Prior Tenancy.** LICENSEE is continuing in use of the Premises from a prior lease agreement between CITY
2 and LICENSEE. This License replaces any such prior agreement, and any prior agreements relating to this tenancy are hereby
3 terminated.

4 4. **Annual Fee.** LICENSEE shall pay to CITY as the fee under this License, without deduction, setoff, prior notice,
5 or demand, the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$ 1,000.00) per year ("Fee"), in arrears on the first
6 of each fiscal year (July 1) continuing during the Term, and any renewal thereof. If the Term commences on a date other than
7 the first day of the fiscal year or terminates on a date other than the last day of the fiscal year, the Fee for any partial year shall
8 be appropriately prorated. All Fees shall be paid to CITY at the address to which notices to CITY are given pursuant to
9 Paragraph 23.2, or to such other place as CITY may designate in writing from time to time.

10 5. **Computation Of Base Rent Increases.** Commencing with the second (2nd) License Year (as defined in
11 Section 1, page 1), and continuing on the commencement of each License Year thereafter, the Annual Fee payable under
12 Section 4 above shall be automatically adjusted, effective on the commencement of each License Year (the "**Adjustment**
13 **Date**"), proportionately by the increase, if any, in the Consumer Price Index for All Items, All Urban Consumers for the
14 Los Angeles-Riverside-Orange County, California Area (1982-84=100), published by the United States Department of Labor,
15 Bureau of Labor Statistics ("**Index**") as calculated in the month of June, 2000 ("**Beginning Index**"). The Index for each
16 subsequent June ("**Extension Index**") is to be used in determining the amount of the adjustment.

17 6. **Limitation On Annual Increases.** Notwithstanding anything to the contrary herein, in no event shall any
18 Annual Fee adjustment for a particular year be greater than four percent (4.0%) of the Annual Fee in effect during the
19 immediately preceding License Year. For example, the Annual Fee for the second (2nd) License Year shall not be more than
20 one hundred and four percent (104.0%) of \$1,000.00 per year, the Annual Fee for the third (3rd) License Year shall be not more
21 than one hundred and four percent (104.0%) of the Annual Fee for the second (2nd) License Year, and so forth.

22 7. **Changes In The Index.** If the Index changes so that the base year of the Index differs from that used as of the
23 Beginning Index, the Index shall be converted in accordance with the conversion factors published by the United States
24 Department of Labor, Bureau of Labor Statistics. Should said Index be discontinued, or be published with such infrequency
25 as to render the formulae in this License to be unworkable, or be altered in some other manner, then CITY and LICENSEE shall
26 mutually adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices. The substitute
27 index must obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

28 8. **Notice of Adjusted Base Rent.** CITY shall give LICENSEE not less than sixty (60) calendar days written notice
29 of any adjustments to the Annual Fee, including the new amount and the calculations used to arrive at such amount. Failure or
30 delay of CITY to give such notice does not relieve LICENSEE from its obligation to pay an increased amount from the effective
31 date of such adjustment, but LICENSEE may withhold the amount of any increase until such notice has been given, after which
32 it shall retroactively pay the incremental difference.

33 9. **Operational Frequencies.** LICENSEE shall transmit and receive on the following frequencies only, and shall
34 not change or add to these frequencies without the prior written consent of CITY: 167.7875, 167.4375, 167.5625 and 167.6500.

35 10. **Electrical Power.** CITY shall provide standby and commercial power service to be used jointly by CITY,
36 LICENSEE, and other parties as determined by CITY. CITY makes no guarantee or warranty as to the reliability of such
37 services and shall not be liable in damages or otherwise in the event of any interruption of such services.

11. **Operation and Maintenance.** LICENSEE shall maintain its Facilities at its sole cost and expense. LICENSEE shall comply with all special requirements to which CITY is subject concerning the Site, including all regulations of the Department of Building and Safety. Any new equipment installation plans must be submitted to CITY's Department of General Services and Information Technology Agency for their approval. At CITY's option, LICENSEE may be required to conduct tests to show to the satisfaction of CITY that any new equipment will not cause any harmful interference with communications equipment operated by CITY or any other licensee of CITY. LICENSEE shall install, maintain, and operate its equipment in accordance with the highest engineering standards prevailing in the communications industry. In the event operation of any of LICENSEE's equipment creates interference to the reception of programs originating from AM, FM, and/or television broadcast stations, LICENSEE shall immediately eliminate such interference to the satisfaction of CITY at LICENSEE's sole cost and expense. If such hindrance, interference, or obstruction is not eliminated and does not fully cease upon notice to or knowledge of LICENSEE of the existence thereof, LICENSEE shall cease operation of so much of its equipment as may be necessary to continuously eliminate such interference.

12. **Limitations of License.** The right and permission of LICENSEE to use the Premises as provided in this License is subordinate to the prior and paramount right of CITY to use the Site and the Premises for the public purposes to which it now is and may be, in the sole discretion of CITY, devoted. LICENSEE undertakes and agrees to use the Premises and to exercise this License jointly with CITY, and will at all times exercise this License, in such manner as will not knowingly injure or interfere with the full use and enjoyment of the Site and the Premises by the CITY. Under no circumstances shall Facilities installed by LICENSEE upon the Premises cause any interference to existing or future CITY radio equipment or systems providing only that CITY's radio equipment or systems are to be maintained and operated according to manufacturer's standards and in compliance with all applicable laws and regulations. (Note: Radio frequency interference can be created due to frequency mixing even if LICENSEE operates within the FCC authorized parameters.) Upon the written request of CITY, LICENSEE shall at its sole cost and expense, demonstrate to CITY that any interference experienced by existing or future CITY radio systems is not due to the placement or operation of LICENSEE'S Facilities. CITY specifically reserves the right to require LICENSEE to move its Facilities to another location at the Site providing the move does not significantly impair the function or operation of LICENSEE's Facilities. CITY also specifically reserves the right to allow other operators of communications facilities to install equipment on the Premises or at the Site, providing such additional equipment does not significantly interfere with the function or operation of LICENSEE's Facilities. If CITY shall require LICENSEE to move its Facilities or plans to add additional operators on the Premises or at the Site, CITY shall provide thirty (30) days prior written notice to LICENSEE. All Facilities installed by LICENSEE shall comply with, 1) all applicable federal, state and local laws and regulations, including without limitation laws and regulations relating to permits, safety, power, seismic stability, and environmental protection; and 2) all applicable standards issued by CITY's Information Technology Agency including without limitation standards relating to communications cabling, grounding requirements and installation.

13. **Title To Premises.** LICENSEE hereby acknowledges that title to the Site and the Premises vests with CITY, and agrees never to assail or resist the same, and further agrees that LICENSEE's use and occupancy of the Premises shall be restricted to the purposes of this License and the permission given under this License.

14. **Immediate Revocation.** This License may be immediately revoked by the CITY in the event of any failure or refusal on the part of LICENSEE to keep or perform any of the provisions or conditions of this License and LICENSEE has not cured such failure or refusal within thirty (30) days after receiving a written notice from CITY which sets forth such failure or refusal on the part of LICENSEE.

1 15. **Restoration Upon Termination.** Upon any termination of this License by revocation or otherwise, LICENSEE
2 shall, within thirty (30) days after termination, remove its Facilities and restore the Premises and any portion of the Site altered
3 as the result of the activities which are the subject matter of this License to the condition which existed at the commencement
4 of the original lease, reasonable wear and tear excepted. In the event of LICENSEE's failure to so remove and restore within
5 thirty (30) days after the termination, CITY, upon an additional thirty (30) days prior written notice to LICENSEE, may remove
6 and dispose of any Facilities remaining at the Premises and may restore the Premises and affected portions of the Site entirely
7 at the risk and expense of LICENSEE. The initial thirty-day period provided under this Section shall be extended one day for
8 each day LICENSEE is denied full access to the Premises and the Site for the purpose of removing its Facilities or restoring the
9 Premises and the Site.

10 16. **Compliance With Laws.** All work done pursuant to the provisions of this License shall be done in accordance
11 with the provisions and conditions specified in ordinances and statutes governing such instances; and the provisions of such
12 ordinances and statutes are, by reference, made a part of this License as though fully set forth.

13 17. **Indemnification.** LICENSEE hereby undertakes and agrees to release, hold harmless, indemnify and defend
14 CITY and CITY's officers and employees from and against any and all claims, loss, demands, expense, damage or liability
15 whatsoever for injuries to or death of persons or damage to property in any manner to the extent such claims, loss, demands,
16 expense, damage or liability arises out of the exercise or enjoyment by LICENSEE of any right or permission given in this
17 License or by reason of any violation of law by LICENSEE or by any failure on the part of LICENSEE to keep or perform any
18 of the provisions or conditions of this License. Notwithstanding the preceding, LICENSEE will not be required to indemnify,
19 defend and hold harmless CITY from and against any claim to the extent that it arises from or in connection with the negligence
20 or intentional misconduct of CITY or any agent, servant or employee of CITY. Subject to Section 11, below, CITY hereby
21 undertakes and agrees to release, hold harmless, indemnify and defend LICENSEE and LICENSEE's partners, affiliates, agents
22 and employees from and against any and all claims, loss, demands, expense, damage or liability whatsoever for injuries to or
23 death of persons or damage to property in any manner to the extent such claims, loss, demands, expense, damage or liability
24 result from or arise out of the use and/or occupancy of the Premises and/or the Site by CITY, violation of any law by CITY, its
25 employees, agents, or contractors, breach of any duty or obligation by CITY under this License, or any condition relating to the
26 Premises and/or Site which LICENSEE did not create and has no obligation to repair. Notwithstanding the preceding, CITY
27 will not be required to indemnify, defend and hold harmless LICENSEE from and against any claim to the extent that it arises
28 from or in connection with the negligence or intentional misconduct of LICENSEE or any agent, servant or employee of
29 LICENSEE. The foregoing indemnifications shall survive the termination, cancellation, or expiration of this License.

30 18. **Hazardous Materials.**

31 18.1. CITY represents, warrants and agrees (a) that neither CITY nor, to CITY's knowledge, any third party has
32 used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material
33 (as defined in Paragraph 18.2 below) on, under, about or within the Premises and the Site in violation of any law or
34 regulation, and (b) that CITY will not, and will not permit any third party to, use, generate, store or dispose of any
35 Hazardous Material on, under, about or within the Premises and the Site in violation of any law or regulation.
36 LICENSEE shall not bring onto, use, generate, store or dispose of any Hazardous Materials upon the Premises or the
37 Site except for those which may be contained in its back-up batteries, if any, and common materials used in
38 telecommunications operations, such as cleaning solvents. All such use and storage of Hazardous Materials shall be
39 done in accordance with all applicable laws and regulations.

1 18.2. CITY and LICENSEE each agree to defend, indemnify and hold harmless the other and the other's
2 partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including
3 reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained
4 in Paragraph 18.1 above. As used in Paragraph 18.1 above, "**Hazardous Material**" shall mean petroleum or any
5 petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive
6 toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable
7 federal, state or local law or regulation.

8 19. **Prohibition Of Liens.** LICENSEE will pay for all materials placed upon, joined, or affixed to the Premises or
9 otherwise on the Site by or at the instance of LICENSEE, and will pay in full all persons who perform labor upon the Premises
10 and the Site at the instance of LICENSEE, and will not cause or permit any liens of any kind or nature to be levied against the
11 Premises and the Site for any work done or materials furnished there at the instance or request of LICENSEE. If LICENSEE
12 shall, in good faith, contest the validity of any such lien, then LICENSEE shall defend itself and CITY against the same and shall
13 satisfy any adverse judgment that may be rendered on such lien before enforcement against CITY or the Site.

14 20. **Insurance.** LICENSEE is an agency of the United States Government, is self-insured and shall be considered
15 so in this License.

16 21. **Assignment Prohibited.** This License and permission given pursuant to this License is personal to LICENSEE
17 and is not assignable. Any attempted assignment, hypothecation, mortgage or sublicense shall be of no force or effect and shall
18 confer no rights upon the assignee, mortgagee or sublicensee of the Premises.

19 22. **No Interest In Real Property.** LICENSEE hereby acknowledges that this agreement is a license only and does
20 not constitute a lease of or any interest in real property.

21 23. **Notices.**

22 23.1. **Form Of Notices.** All notices and demands which may or are to be required or permitted to be given by
23 either party to the other under this License shall be in writing. All notices and demands shall be personally delivered
24 (including by means of professional messenger service), sent by United States registered or certified mail, postage
25 prepaid, return receipt requested, or transmitted by telecopier (e.g., fax) or electronic mail, followed by hard copy
26 sent by United States regular mail, in which case the receiving party shall immediately confirm receipt of such notice.
27 All notices are effective upon receipt. The Land Number L-5249-O shall be included in all notices. For the purposes
28 of such notices, the addresses for the parties are set forth in Paragraph 23.2 below. Either party may from time to time
29 designate another person or place in a notice.

23.2. **Notices - Where Sent.** All notices given under this License which are mailed shall be addressed to the respective parties as follows:

To CITY:
CITY OF LOS ANGELES
c/o Department of General Services
Asset Management Division
Suite 201, City Hall South, 111 East First Street
Los Angeles, California 90012
Telecopier: (213) 847-5891
Telephone: (213) 847-5950

To LICENSEE:
UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
11000 Wilshire Blvd, Suite 1700.
Los Angeles, CA 90024
Telephone:
Telecopier:

24. **Ordinance Mandated Provisions.**

24.1. **Child Support Assignment Orders.** This License is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, a copy of which is attached hereto beginning on page A-1 in Exhibit A and by this reference incorporated herein. Pursuant to this Section, LICENSEE (and any subcontractor of LICENSEE providing services to CITY under this License) shall (.1) fully comply with all State and Federal employment reporting requirements for LICENSEE's or LICENSEE's subcontractor's employees applicable to Child Support Assignment Orders; (.2) certify that the principal owner(s) of LICENSEE 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 License. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of LICENSEE 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 LICENSEE 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 License subjecting this License to termination where such failure shall continue for more than ninety (90) days after notice of such failure to LICENSEE by CITY.

24.2. **Living Wage Ordinance.**

24.2.1. **General Provisions: Living Wage Policy.** This contract exempt from the Living Wage Ordinance ("LWO") (Section 10.37, et seq, of the Los Angeles Administrative Code), a copy of which is attached hereto starting on page A-3 in Exhibit A. The Department of General Services has made an initial determination that this contract is a proprietary lease or a proprietary license under the LWO and that it is exempt from coverage by the LWO, and the Living Wage Coverage Determination Form reflecting that initial determination is attached to this contract as page A-2 of Exhibit A.

24.3. **Non-Discrimination.**

24.3.1. **Non-Discrimination In Use Of Premises.** 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 lease, sublease,

transfer, use, occupancy, tenure, or enjoyment of the Premises or any part of the Premises or any operations or activities conducted on the Premises or any part of the Premises, nor shall LICENSEE or any person claiming under or through LICENSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, subtenants, or vendees of the Premises. Any sublease or assignment which may be permitted under this License shall also be subject to the non-discrimination clauses contained in this Section 24.3.

24.3.2. **Non-Discrimination In Employment** LICENSEE agrees and obligates itself in the performance of this License 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.

24.3.3. **Equal Employment Practices**. This License is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1000.00 or more. Accordingly, during the performance of this License, LICENSEE further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**"), a copy of which is attached hereto beginning on page A-12 in Exhibit A and by this reference incorporated herein. 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 LICENSEE to comply with the Equal Employment Practices provisions of this License may be deemed to be a material breach of this License. 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 LICENSEE. Upon a finding duly made that LICENSEE has failed to comply with the Equal Employment Practices provisions of this License, this License may be forthwith terminated.

25. **Miscellaneous Provisions.**

25.1. **Attorneys' Fees.** If either party institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

25.2. **Captions And Table Of Contents.** The captions and table of contents contained in this License are for convenience and reference only, are not intended to define or limit the scope of any provisions of this License, and shall not be used with respect to the interpretation of any provision of this License.

25.3. **Entire Understanding.** This License sets forth the entire understanding of the parties and supersedes any prior understanding between CITY and LICENSEE as to the subject matter of this License. Any modification to this License will be void unless made in writing and signed by each party. No representation, promise, inducement, or statement of intention has been made by either party that is not embodied in this License.

25.4. **Fair Meaning.** The language of each part of this License shall be construed according to its fair meaning, and this License shall never be construed either for or against either party.

25.5. **Governing Law And Venue.** This License will be governed by the law of the State of California and will be construed and interpreted according to that law. Venue on any action arising out of this License will be proper only in the County of Los Angeles, State of California.

25.6. **Injunctions.** In addition to the other remedies provided for in this License, CITY and LICENSEE shall be entitled to immediate restraint by injunction of any violation of any the covenants, conditions or provisions contained in this License.

25.7. **Severability.** If any portion of this License is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this License shall continue in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

JAMES K. HAHN, City Attorney

By:

R. BRUCE COPLEN
Deputy City Attorney

DATE: November 21, 2000

ATTEST:

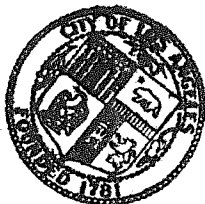
J. MICHAEL CAREY, City Clerk

By:

Deputy

DATE:

4/27/01



November 21, 2000

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By:

JON KIRK MUKRI
General Manager

Department of General Services

DATE:

April 23, 2001

LICENSEE:

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

By:

Name:

Title:

MARGARET D. NAGEL
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

DATE:

3/8/01

EXHIBIT A: CITY ORDINANCES

CHILD SUPPORT ASSIGNMENT ORDERS ORDINANCE

Los Angeles Administrative Code
(Applicable portions)

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 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 Section 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 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 Sec. 5230 et seq. and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

ARTICLE HISTORY

Added by Ord. No. 172,401, eff. 1-13-99

CHILD SUPPORT ORDINANCE

EXHIBIT A

LIVING WAGE ORDINANCE
DEPARTMENTAL DETERMINATION OF COVERAGE
UNDER THE LIVING WAGE ORDINANCE

This form must be completed by the department and attached to the proposed contract, lease, license, or Authority for Expenditure that includes a Letter of Agreement, in the review process (e.g., CAO Budget Analyst, City Attorney, etc.). If the contract/agreement is "subject" to the LWO, a signed Declaration of Compliance must also be attached; or, if the contract/agreement is "not covered" or "exempt," an Exemption form approved by the CAO. Upon contract execution, these documents must be provided to the CAO, Living Wage Section and the City Controller (see exceptions below). Payment to the contractor will not be processed unless the required documents are on file.

Department Department of General Services Dept. Rep. Phil Tondreault

Date November 21, 2000 Phone (213) 847-5919

Contractor U. S. Department of JUSTICE, FEDERAL BUREAU OF INVESTIGATION Contract # _____

This is a: New Contract _____ Renewal Contract _____ Amended Contract X Successor Contract _____ Other(explain) _____

If this is a **Successor Contract**, with employees paid less than \$15 per hour, did the department comply with the Service Contract Worker Retention Ordinance? Yes _____ No _____

Contracts, Leases and Licenses Subject to the Living Wage Ordinance

	<u>LAAC</u>	<u>Covered</u>	<u>Not Covered</u>
Service contract (at least 3 months <u>and</u> over \$25,000)	10.37.1(j)		*
Proprietary leases or licenses	10.37.1(i)	<u>X</u>	*
Other leases or licenses	10.37.1(i)		*
City financial assistance recipient (see below)	10.37.1(c)		
Child care workers with non-profit organization	10.37.1(g)		
Non-profit organization under IRS 501(c)(3) w/ chief executive officer salary <u>greater than</u> 8 times lowest paid worker	10.37.1(g)		
Business Improvement Districts (BIDs), City or grant funds	Reg. 11		

Contracts, Leases and Licenses Exempt from the Living Wage Ordinance

An Awarding Authority or Bidder Request for Non-Coverage or Exemption must be attached to all of the following contracts, leases, licenses or AFE's that the Awarding Department has determined to be exempt from coverage:

		<u>Exempt</u>	<u>Term</u>	<u>Amount</u>
Service contract (less than 3 months <u>or</u> \$25,000 or less)	10.37.1(j)	<u>❖</u>		
Other governmental entity	10.37.1(g)	<u>X</u> <u>❖</u>		
Purchase or rental of goods, equipment, property	10.37.1(j)	<u>⊗</u>		
Construction contract	10.37.1(j)	<u>⊗</u>		
Occupational license required	10.37.1(f)			
Collective bargaining agreement w/ LWO supersession language	10.37.12			
Financial assistance recipient	10.37.1(c)			
Below \$1,000,000 in 12 months				
At least \$100,000 assistance/year (non-continuing)				
First year of operation				
Other than economic development or job growth				
Economic hardship				
(only applicable to employers of long-term unemployed, or provide training for preparation for permanent employment; requires Council approval)				
Non-profit organization under IRS 501(c)(3) w/ chief executive officer salary <u>less than</u> 8 times lowest paid worker	10.37.1(g)			
Proprietary lessee or licensee w/ less than \$200,000 gross revenue and no more than 7 employees	10.37.1(i)			
One person contractors, lessee, licensee, financial assistance recipient with no workers	10.37.1(f)			
Business Improvement Districts (BIDs), assessment monies	Reg. 11			

* Complete Exemption Form.

❖ No Exemption Form is required.

⊗ This Form Does NOT need to be completed for these contracts.

Form CAO/LW-1 Rev. 7/22/99 CAO & Controller

LIVING WAGE COVERAGE
EXHIBIT A

LICENSE - COMMUNICATIONS
 3800 MOUNT LEE DR.

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LOS ANGELES ADMINISTRATIVE CODE

ARTICLE 11 LIVING WAGE

Article added by Ord. No. 171,547, Eff. 5-5-97; amended by Ord. No. 172,337, Eff. 1-14-99.

Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and 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 has all too often 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. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such 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 that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing 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.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be 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 same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, 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 does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or proprietary lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

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L-5249-O1

(b) "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, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.

(c) "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 one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such 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 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), 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 (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient — who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship — may apply in writing to the

City department or office administering such assistance, which department or office shall forward such application and its recommended action on it to the City Council. Waivers shall be effected by Council resolution.

(d) "Contractor" means any person that enters into (1) a service contract with the City, (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in subsection (f).

(e) "Designated administrative agency (DAA)" means that City department or office designated by Council resolution to bear administrative responsibilities under section 10.37.7. The City Clerk shall maintain a record of such designations.

(f) "Employee" means any person — who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license — who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee -- of a proprietary lessee or licensee, of a sublessee or sublicensee -- who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project, or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(g) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, proprietary lessee, proprietary sublessee, proprietary licensee, or proprietary sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§21.00-21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §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 (8) times the lowest wage paid by the corporation, shall be

LIVING WAGE COVERAGE EXHIBIT A

exempted as to all employees other than child care workers.

(h) "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.

(i) "Proprietary lease or license" means a lease or license of City property on which services are rendered by employees of the proprietary lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies: (1) the services are rendered on premises at least a portion of which is visited by substantial members of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities), (2) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City; provided, however, that a proprietary lessee or licensee having annual gross revenues of less than two-hundred thousand dollars (\$200,000) from business conducted on the premises and employing no more than seven (7) employees will be exempt from this article, except that for proprietary leases or licenses having a term of more than two (2) years, the exemption shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application. To qualify for this exemption, the proprietary lessee or licensee must provide proof of its gross revenues and number of employees to the awarding authority of the proprietary lease or license as required by regulation. The determination of whether annual gross revenues are less than two-hundred thousand dollars (\$200,000) shall be based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation. Such annual gross revenue ceiling of two-hundred thousand dollars (\$200,000) shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2(a). A proprietary lessee or licensee shall be deemed to be employing no more than seven (7) employees if its workforce worked an average of no more than one-thousand, two-hundred, and fourteen (1214) hours per month for at least three-fourths of the time period upon which the revenue limitation is measured. Proprietary "leases" and "licenses" shall be deemed to include subleases and sublicenses. Proprietary "lessees" and "licensees" shall be deemed to include their sublessees and sublicensees.

(j) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of

goods or other property or the leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(k) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in subsection (f).

(l) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) Wages.

Employers shall pay employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour. With the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine cents (\$7.39) per hour with health benefits and eight dollars and sixty-four cents (\$8.64) without. Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the City Employees Retirement System ("CERS"), made by the CERS Board of Administration under §4.1040. The City Administrative Office shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) Compensated days off.

Employers shall provide at least twelve compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten days a year of uncompensated time to be used for sick leave for

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the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Sec. 10.37.3. Health Benefits.

Health benefits required by this article shall consist of the payment of at least one dollar and twenty-five cents (\$1.25) per hour towards the provision of health care benefits for employees and their dependents. 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.

Sec. 10.37.4. Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

Sec. 10.37.5. Retaliation Prohibited

Neither an employer, as defined in this article, nor any other person employing individuals shall 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.

Sec. 10.37.6. Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article -- back pay for each day during which the violation continued.

(2) For failure to pay medical benefits -- the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation -- reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) 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 so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, 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 (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, proprietary lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, proprietary lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained

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by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

Sec. 10.37.7. Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with 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(j), and that particular leases and licenses shall be regarded as "proprietary leases" or "proprietary licenses" for the purposes of section 10.27.1(j), when it receives an application for a determination of non-coverage or exemption as provided for in section 10.37.13. 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 §10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Chief Administrative Officer and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of

affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

Sec. 10.37.8. Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two million dollars (\$2,000,000). Charter §387 shall not be applicable to service contracts.

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.

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.

Sec. 10.37.11 Timing of Application.

(a) *Original 1997 ordinance.*

The provisions of this article as enacted by City ordinance no. 171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves meet the requirements of former section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after such date which itself met the requirements of section 10.37.1(c).

(b) *1998 amendment.*

The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, proprietary leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, proprietary leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

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Sec. 10.37.12. Supersession by Collective Bargaining Agreement.

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City financial assistance recipient" in section 10.37.1(c), of "proprietary lease or license" in section 10.37.1(i), and of "service contract" in section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, 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.

Sec. 10.37.14. Severability.

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

NON-DISCRIMINATION IN EMPLOYMENT

LOS ANGELES ADMINISTRATIVE CODE

Division 10, Chapter 1, Article 1

Sec. 10.8.1. Definitions.

The following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

"Contract" means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition 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.

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

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Office of Contract Compliance" is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

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

SECTION HISTORY

Amended by: Ord.No. 147,030, Eff. 4-28-75; Definition, "Affirmative Action", Ord.No. 164,516, Eff. 4-13-89; Definition, "Affirmative Action", Ord.No. 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this Chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code, apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4. and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

SECTION HISTORY

Added by: Ord. No. 173,186, Eff. 5-22-2000.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded, or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with 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; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Ord. No. 172,910, Eff. 1-9-00; Ord. No. 173,186, Eff. 5-22-00.

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Sec. 10.8.2.1. Equal Benefits Ordinance.

a. **All Contracts: Equal Benefits Clause.** No awarding authority of the City, shall execute or amend any contract with any contractor that discriminates in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any other benefits 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, or an internal registry maintained by the contractor, subject to the provisions of this Section. In the event that the contractor's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor provides the employee with a cash equivalent to the direct expense to the employer of providing the benefit payment to a spouse or domestic partner, as applicable.

b. **Applicability.** The requirements of this Section shall apply to (i) any of a contractor's operations within the City of Los Angeles; and (ii) a contractor's operations on real property outside of the City of Los Angeles owned by the City or which the City has a right to occupy if the contractor's presence at that location is connected to a contract with the City; (iii) a contractor's operations elsewhere in the United States where the work is being performed for the City.

c. **Mandatory Provisions Pertaining to Equal Benefits.** Every contract with or on behalf of the City of Los Angeles for which the consideration is in excess of \$5,000 shall contain the following provisions which shall be designated as the Equal Benefits Provisions of such contract:

"A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

1. 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 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 to the awarding authority or the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

"C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

"D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

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

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

"G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section."

"H. All contractors subject to the provisions of this section shall include a like 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

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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."

d. **Enforcement.** In accordance with Division 22, Chapter 13, Article 10, of this Code, the City Administrative Officer is responsible for the enforcement of the equal benefits requirements, as referenced in this Section, or as otherwise required, of all City contracts. In enforcing this requirement, the City Administrative Officer will monitor, inspect, and investigate to insure that the contractor is acting in compliance with the equal benefits requirements of such City contracts. The City Administrative Officer shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Provisions of this contract. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program. Each awarding authority shall cooperate to the fullest extent with the City Administrative Officer in their enforcement activities. The failure of any contractor to comply with the equal benefits provisions of a contract may be deemed to be a material breach of the contract.

e. **Non-applicability, Exceptions and Waivers.**

(1) The City Administrative Officer shall waive the requirements of this Section under the following circumstances:

A. Whenever the City Administrative Officer finds, upon the advice of the awarding authority, that there is only one prospective contractor willing to enter into a contract with the City for use of City property on the terms and conditions established by the City, or that the needed goods, services, construction services for a public work or improvement, or interest in or right to use real property are available only from a sole source, and the prospective contractor is not currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements;

B. If the awarding authority certifies in writing to the City Administrative Officer that the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Section capable of responding to the emergency is immediately available; provided that such certification must be made prior to the final approval of the contract.

C. Where the City Attorney certifies in writing to the City Administrative Officer that the contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of this Section.

(2) This Section shall not apply where the prospective contractor is a public entity and the City Administrative Officer finds that goods, services, construction services for a public work or improvement or interest in or right to use real property of comparable quality or accessibility as are available under the proposed contract are not available from another source, or that the proposed contract is necessary to serve a substantial public interest;

(3) This Section shall not apply where the awarding authority finds that the requirements of this Section will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the awarding authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Section.

(4) Upon the request of a potential contractor or upon the awarding authority's own initiative, after taking all reasonable measures to find an entity that complies with the law, and subject to the provisions of paragraph (5) below, the awarding authority may waive any or all of the requirements of this Section for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the City as of the date of the enactment of this ordinance under the following circumstances:

A. Where the awarding authority determines that there are no qualified responsive bidders or prospective contractors who could be certified as being in compliance with the requirements of this Section and that the contract is for goods, a service or a project that is essential to the City or City residents; or

B. Where the awarding authority determines that transactions entered into pursuant to bulk purchasing arrangements through federal, state or regional entities which actually reduce the City's purchasing costs would be in the best interests of the City; or

C. Where the awarding authority determines that the requirements of this Section would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of this Section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Section.

(5) The waiver authority granted to awarding authorities in this Section shall be subject to the requirements that:

A. All proposed waivers must be submitted to the City Administrative Officer and the City Clerk. All proposed waivers must set forth the reasons the contracting officer is requesting the waiver, what steps

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were taken to find an entity that complies with this Section and why the waiver does not defeat the intent of this Section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Section. Such waivers shall be subject to the prior approval of the City Administrative Officer, which shall take action approving or denying a proposed waiver within 30 days of receiving a notification of a proposed waiver from a contracting officer. If after 30 days the City Administrative Officer has taken no action on the proposed waiver the waiver shall be deemed approved. The City Clerk shall notify all Council members of the proposed waiver.

B. For any contract subject to approval by the Council, the awarding authority shall state in the approving resolution or other action whether any waiver under this section has been or is proposed to be granted for that contract; and

C. The City Administrative Officer shall conduct quarterly comprehensive reviews of the use of the waiver authority by awarding authorities and shall make a report to the Council. Awarding authorities which have exercised their waiver authority under this Section in the previous quarter must appear before the Council Committee before which the matter is calendared and report on the use of such waiver authority. If the Council finds abuse of waiver authority by an awarding authority under this section, either as a result of a report of the City Administrative Officer or upon its own initiative, the Council may by resolution transfer that waiver authority for that awarding authority to the City Administrative Officer, to be exercised by the City Administrative Officer upon recommendation of the awarding authority under any or all of the circumstances enumerated in this section.

(6) Nothing in this section shall limit the right of the City to waive the provisions of this Article.

(7) This Section shall not apply to (i) the investment of trust moneys or agreements relating to the management of trust assets, (ii) City moneys invested in U.S. government securities or under pre-existing investment agreements, or (iii) the investment of City moneys where the Treasurer finds that:

A. No person, entity or financial institution doing business in the City which is in compliance with this Section is capable of performing the desired transaction(s); or

B. The City will incur a financial loss which in the opinion of the Treasurer would violate his or her fiduciary duties.

This subparagraph shall be subject to the requirement that City moneys shall be withdrawn or divested at the earliest possible maturity date if deposited or invested with

a person, entity or financial institution other than the U.S. government which does not comply with this Section.

(8) The General Manager of the Department of Water and Power may waive the requirements of this Section where the contractor is providing wholesale or bulk water or power, the conveyance or transmission of same, or ancillary services such as spinning reserve, voltage control, or load scheduling, as required for assuring reliable services in accordance with good utility practice, to or on behalf of the Department of Water and Power; provided that the purchase of same may not practically be accomplished through the City's standard competitive bidding procedures; and further provided that this exemption shall not apply to contractors or franchisees providing direct, retail services to end users within the City of Los Angeles.

(9) The equal benefits requirements of this section shall not apply to any contracts, executed or amended prior to January 1, 2000 or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City, prior to January 1, 2000, unless and until such contracts are amended after January 1, 2000, and would otherwise be subject to this Section.

f. The provisions of this Section shall not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations of the United States of America.

g. Severability.

If any provision of this section is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION HISTORY

Added by Ord. No. 172,908, Eff. 1-9-2000; amended by: Ord. No. 173,054, Eff. 2-27-00

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract 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 certifies 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

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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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that her or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. 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 Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request 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. Such failure shall only be established upon a finding to that effect by the awarding authority on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made 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 canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the

provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such 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 Office of Contract Compliance, 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 this 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. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, 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 such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for nonapprenticeable 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 like 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.

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Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraph C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00..

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. 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 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, 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, religion, ancestry, national origin, 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 its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on

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

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

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment Practice 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 (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City 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 Office of Contract Compliance 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.

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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. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

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

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

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

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

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. 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 or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like 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

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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; Paragraphs A., B., C.,
Ord.No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord.No. 168,244,
Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

FBI Division _____
Site Name MT. LEE COMMUNICATION SITE
License Exp. Date one year from execution
Renewable for 25 years)

STANDARD FBI ANTENNA SITE
LICENSE RIDER

This rider is hereby incorporated as part of a certain Agreement entered between
CITY OF LOS ANGELES, GENERAL SERVICES DEPARTMENT, (Licensor)
and the Federal Bureau of Investigation (FBI) (Licensee) for use of said Licensed Premises
MOUNT LEE (site name) located at 3800 MT. LEE DRIVE, LOS ANGELES, CA 90068
(site address).

NOTE: THE TERMS AND CONDITIONS OF THIS RIDER
SHALL GOVERN OVER THE TERMS AND CONDITIONS
OF SAID LICENSE AGREEMENT.

1. This Agreement shall be deemed a license, not a lease.
2. The initial term of this license agreement shall run from the date of execution by City Clerk concurrent with master license. The Government may extend the term of the contract for four option years. Each option year shall run from October 1 until September 30 so as to conform to the Government's fiscal year. The Government may extend the term of the license by giving the Licensor written notice within 60 days of the commencement of the new fiscal year. Licensee may renew this Agreement each year contingent upon funds being approved by Congress to cover this Agreement from October 1st thru September 30th or until this Agreement is terminated. Licensor or Licensee may terminate this Agreement by giving three (3) months written notice to the other party of its termination. Licensee may extend services beyond the term of the license in accordance with Federal Acquisition Regulation (FAR) clause 52.217-8.
 - ☒ Licensee is required to remove all antennae and feed line upon termination of this agreement.
 - ☐ Licensee is not required to remove all antennae and feed line upon termination of this agreement.
3. The FBI, Department of Justice, is an agency of the United States Government and is self-insured and shall be considered so in this agreement.
4. Any liability of the FBI for personal injuries or property damages arising out of the performance of this license agreement shall be determined in accordance with the terms and procedures of the Federal Tort Claims Act (FTCA) and applicable Federal law.

5. The monthly rentals provided for herein shall be due and payable by Licensee in arrears. In compliance with the Debt Collection Improvement Act of 1996, all Federal payments will be made by electronic funds transfer (EFT). Complete and return attached EFT information form.
6. Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act.
7. Extension of this license beyond 9/30/01 is contingent upon Congressional approval of the funding needed to cover this agreement.
8. Disputes under this License Agreement shall be resolved in accordance with the Federal Acquisition Regulation (FAR), Subpart 33.2, Disputes and Appeals.

LICENSOR:

BY:

J. Mukri
JON KIRK MUKRI

GENERAL MANAGER, DEPT. OF GENERAL SERVICES

LICENSEE: FEDERAL BUREAU OF INVESTIGATION

BY:

Margaret D. Nagel
MARGARET D. NAGEL

CONTRACTING OFFICER

FEDERAL BUREAU OF INVESTIGATION

DATE:

Jan 22, 2001

DATE:

3/14/01

Approved as to
Form and Legality

R. Bruce Coplen
Deputy City Attorney

R. BRUCE COPLEN

JAN 18 2001

(Rev 9/20/2000)
ACH EFT Form

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0088

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

completion.

AGENCY INFORMATION

Federal Program Agency FEDERAL BUREAU OF INVESTIGATION		
Agency Identifier FBI	Agency Location Code (ALC) 15020001	ACH Format: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX
Address: 935 Pennsylvania Ave, N.W., Rm 1993, Washington, D.C. 20535		
Contact Person Name: Virginia Saldana		Telephone Number: (202) 324-3227
Additional Information: FAX Number (202) 324-6491		

PAYEE/COMPANY INFORMATION

Name: CITY LA / GEN SERV/ACCTG	SSN or Taxpayer ID No. 95-6000-735
Address: 111 E FIRST ST RM 510 PO #/CN # 99-5096	
LOS ANGELES, CA 90012	
Contact Person Name: MADHU SODHA	Telephone Number: (213) 485-5593

FINANCIAL INSTITUTION INFORMATION

Name: BANK OF AMERICA	
Address: LOS ANGELES COMMERCIAL BANKING #1457 1431	
585 S FLOWER ST. STE 800 LOS ANGELES CA 90071	
ACH Coordinator Name: Delia Punsalan	Telephone Number: (213) 345-6980
Nine-Digit Routing Transit Number: 121 000 358	
Depositor Account Title: CITY OF LOS ANGELES	
Depositor Account Number: 14597-03526	Lockbox Number:
Type of Account: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Lockbox	
Signature and Title of Authorized Official: Delia Punsalan (Could be the same as ACH Coordinator)	Telephone Number: (213) 345-6980

NSN 7540-01-274-9925

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