

AGREEMENT NO. \_\_\_\_\_

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
CONVERGINT TECHNOLOGIES LLC

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and CONVERGINT TECHNOLOGIES LLC, a Delaware corporation, 1667 North Batavia Street, Orange, CA 92867 ("Consultant").

WHEREAS, City requires assistance with the maintenance and repair of the software and hardware of the Harbor Department's Closed Circuit Television, access control and networking systems; and

WHEREAS, City requires the availability of technical support for these systems on a 24-hours a day, seven days a week basis; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in conducting preventative maintenance and repair, as well as installation and integration services, for the Harbor Department's Closed Circuit Television, access control and networking systems; and

WHEREAS, Consultant possesses extensive experience in dealing with security system maintenance, repair, replacement, installation and integration for similar, large entities within and outside the maritime industry; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees

resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

E. Full or partial funding for this agreement is provided through the Department of Homeland Security - Federal Emergency Management Agency (FEMA). Consultant agrees to comply with any federal flow down requirement(s) under the Port Security Grant Program, as applicable, in the Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Consultant acknowledges that funding from this award is a federal-in-aid program funded by the U.S. Department of Homeland Security.

The federal Suspension and Debarment requirements prohibit the Harbor Department from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000. Consultant confirms that its firm and principals are not subject to debarment and suspension to any State, Local or Federal Government Agency.

The Title 2, Part 200 of the C.F.R. can be reviewed at the following website:  
[https://www.ecfr.gov/cgi-bin/text-idx?SID=f5459049733bfb47041d318a2e64486b&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=f5459049733bfb47041d318a2e64486b&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

## II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

### III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution by the Executive Director and shall be for an initial period of one (1) year, subject to the following:

1. The Executive Director has the option to renew the term of the Agreement for two (2) consecutive renewal periods of one (1) year each, for a total Agreement term not to exceed three (3) years from the effective date. Exercise of the option to renew shall be by written notice from the Executive Director to Consultant prior to the end of the current term of the Agreement; or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

### IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

## V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Seven Million Five Hundred Thousand Dollars (\$7,500,000).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

## VI. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

## VII. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

## VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit D.

## IX. INDEMNIFICATION AND INSURANCE

### A. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and

agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

C. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

D. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against

claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

E. Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

F. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

G. Railroad Protective Liability Insurance

Consultant shall provide a policy of Railroad Protective Liability insurance in which Pacific Harbor Line (PHL) acting for itself and its railroad users are named insureds and the City of Los Angeles, its boards, officers, agents and employees are included as additional insureds with Consultant. The minimum limits of Railroad Protective Liability insurance shall be the limits normally carried by Consultant but not less than Two Million Dollars (\$2,000,000) combined single limit for property damage and bodily injury including death. If the submitted policies contain aggregate limits, Consultant shall provide evidence of insurance protection for such limits so that the required coverage is not diminished in the event that the aggregate limits become exhausted. Said limit shall be without deduction, provided that the Executive Director or designee may permit a deductible amount when it is justified by the financial capacity of Consultant. Any deductible amount permitted by the Executive Director shall be paid solely by Consultant.

Consultant's Comprehensive General Liability coverage shall also have the railroad exclusion deleted.

H. Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

I. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

J. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

K. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or

renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

L. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

M. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be

incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

### XIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit F.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

### XIV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVI. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to

the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

#### XIX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

#### XX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to the Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

#### XXI. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

**XXII. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

**XXIII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS**

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

**XXIV. EQUAL BENEFITS POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit G.

**XXV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)**

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to

provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**XXVI. STATE TIDELANDS GRANTS**

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

**XXVII. INTEGRATION**

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or

incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

#### XXVIII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

#### XXIX. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

#### XXX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

#### XXXI. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

#### XXXII. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

#### XXXIII. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

#### XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2019

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

CONVERGINT TECHNOLOGIES LLC

Dated: July 5<sup>th</sup>, 2019

By [Signature]  
M. Mathes Executive VP  
(Print/type name and title)

Attest [Signature]  
NICHOLAS ROBERTSON, OPERATIONS MANAGER  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

7-16, 2019  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By [Signature]  
MINAH PARK, Deputy

Account #	54286	W.O. #	Various
Ctr/Div #	0412	Job Fac. #	636-00
Proj/Prog #	640		
Budget FY:	W.O. 6834600	W.O. 6834700	W.O. 6834800
2019/2020	\$1,000,000	\$ 500,000	\$ 1,000,000
2020/2021	\$1,250,000	0	\$ 1,250,000
2021/2022	\$1,250,000	0	\$ 1,100,000
2022/2023	0	0	\$ 150,000
TOTAL:	\$ 3,500,000	\$ 500,000	\$ 3,500,000
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>[Signature]</u>		
Date Approved:	<u>7/11/19</u>		

# EXHIBIT A

## Scope of Work

Consultant shall perform professional, expert and technical services utilizing a combination of time-and-material and fixed price Project Directives (PD). Emergency corrective maintenance shall be performed when authorized in writing by the Homeland Security Manager (HLS Manager) or their designee on a time-and-material basis utilizing the labor rates provided in Exhibit B. All other tasks shall be performed as authorized in writing by the HLS Manager or their designee on a fixed price Project Directive basis.

## Definitions

1. Port of Los Angeles – Homeland Security Manager (HLS Manager).
2. Prime Contractor – Convergent Technologies (Consultant).
3. Prime Contractor's subcontractors including, but not limited to –, Endeavor Advanced Solutions, Digital Specialties, Inc., Western Audio Visual, and Vidsys (Consultant's Team).
4. CCTV, Access Control, and Networking Hardware and Software Repair and Maintenance (Maintenance Contract).
5. Scope of Work (SOW).
6. Firm Fixed Price (FFP).
7. Project Directive (PD).
8. A PD shall result from a request for work by the HLS Manager or their designee; a written FFP quote submitted by the Consultant; and a final fixed price and schedule negotiated between POLA and the Consultant resulting.

## Tasks

The project requirements generally described in the following tasks are to be performed by the Consultant when authorized by HLS Manager by written PD. PDs may include a scope of work that differs from the general descriptions that follow – in those cases the PDs shall take precedence:

### Task One – Customer Support Program

#### Consultant

- a. The Consultant shall provide 24/7/365 customer support using SolarWinds Web Helpdesk (WHD). The WHD will generate trouble tickets, dispatch personnel, track ticket progress, and provide reports.
- b. The Solar Winds web-based system shall provide the venue for tracking all service requests on the system, maintaining a complete maintenance history for each component and full asset tracking. Daily backup of the call center database shall be scheduled. The web-based system is composed of and provides the following:
  - Configuration Management – electronically maintains software version updates; firmware version updates; equipment serial numbers; device

passwords; drawing package additions and redlined revisions; and device unique configuration parameters.

- Spare Parts and Logistics – electronically maintains spare parts inventory and status in the asset database; RMA status; and shipping and asset tracking.
- Documentation Management – electronically maintains As-Built drawings; operator's manuals; maintenance manuals; training manuals and materials; new design drawings; document updates; drawing updates; and configuration management.
- Asset Management – record asset properties (description, purchase date, price, and serial number); track maintenance performed and changes (e.g., firmware updates) to each asset; create reports of missing or discarded assets; create "to do" lists for required future asset maintenance; enable authorized maintenance personnel to "sign out" assets; track the location of each asset; generate reports (e.g., all assets from a particular vendor). All data shall be fully integrated, so it will not generally be necessary to make entries in multiple places.
- The web-based database shall permit periodic monitoring of the completion status of all maintenance actions and will quickly reveal when the deference of preventative (or corrective) maintenance actions is becoming an issue, thereby allowing the consultant to reassign tasks or temporarily assign additional resources to resolve the pending maintenance action delinquencies.
- Reports from the web-based system shall be provided to the HLS Manager upon request but may also be obtained by the HLS Manager directly from the management system.

### **Task Two – Program, Project, Technical and Field Support**

Consultant's Program Manager shall:

- a. Plan, monitor, and control technical, cost and schedule performance.
- b. Provide project management oversight of the Consultant's Team and direct supervision of the On-site Support Manager and Network Manager
- c. Assist in the development of, and ensure adherence to, area-wide procedural/policy changes, including preventive maintenance procedures.
- d. Make recommendations on adaptation of new technologies to enhance support services.
- e. Provide roving site support to backfill for vacations, illnesses, or during peak workload conditions.

- f. Act as technical advisor to ensure compliance with all agency/customer requirements.
- g. Interface with Consultant's support staff, POLA staff, and others regarding technical issues.
- h. WHD problem resolution response times outlined below are designed to reduce the amount of discussion necessary between the HLS Manager and the Consultant before taking action to correct system issues:
  - Emergency Requests – Requests that warrant immediate repair, as determined by the HLS Manager or their designee, will require that the contractor acknowledge the emergency in SolarWinds within one hour and ensure a qualified service representative arrives on-site within two hours of the time the request is initiated.
  - Routine Requests – Routine requests, as determined by the HLS Manager or their designee, shall be acknowledged in SolarWinds within one hour and, at the discretion of the HLS Manager or their designee, response may be deferred to the start of the following business day.

#### Consultant's On-Site Support Manager

- a. The Consultant's On-Site Support Manager shall provide the following services on a Monday-Friday, 8am-5pm basis:
  - CCTV System and Access Control System: Manage user accounts for System Administrator's access to all security system operating software/hardware components (add, delete, modify), add components to system, modify system parameters if required; create and maintain component maps; perform software upgrades when required; delete components from system (only if required); modify fixed camera field of view (only if required); create and maintain Analytic rules and monitor systems logs and database backups; resolve operational issues (troubleshooting), and schedule and maintain tape backup system.
- b. Consulting, oversight and integration support of existing hardware, software, network configurations, and new system initiatives for all sites within area of responsibility.
- c. Installation of software/firmware maintenance releases for Verint, Vidsys, AMAG, Cisco, Jupiter, components, and other systems.
- d. Technical support to the POLA and act as a knowledge resource for complex system issues.
- e. A technical escalation point for POLA staff in resolving and troubleshooting system problems.

- f. Research on technical issues to provide guidance and/or recommendations for problem resolution.
- g. Recommendations on adaptation of new technologies to enhance support services.
- h. Maintenance of a database of site hardware, software and network configurations for use in designing optimal solutions for system upgrades. Provide assistance to sites in maintaining site inventories and training on inventory procedures.
- i. Remote diagnostic support services to sites within area of responsibility.
- j. Assistance to each site within area of responsibility in database administration activities including resolving database integrity issues, constructing difficult data retrievals, and configuring databases.
- k. Technical advice to ensure compliance with all agency/customer requirements.
- l. Assistance in oversight of on-site activities by Consultant's Team.
- m. Periodic (periodicity to be determined by the POLA) backup of the security system application preferences and hardware configurations shall be scheduled and stored off-site (off-site location to be determined).
- n. A complete asset inventory of all systems and components maintained by the Consultant.
- o. Once the asset inventory is completed, the Consultant's On-site Support Manager shall ensure that the manufacturer's recommended maintenance and intervals for each item is researched and kept in a master procedure database and made available to all personnel.
- p. Consolidated recommendations for preventative maintenance plans that have been or will be developed, modify the consolidated plan based on knowledge and experience of consultant's subcontractors, and develop a Master Maintenance Schedule for submission by Consultant's PM to HLS Manager for approval. Once approved, the schedule will be maintained and updated monthly for a record of maintenance accomplished and planned.
- q. When authorized by the HLS Manager, the Consultant's PM shall review all maintenance activities with POLA on a periodicity to be determined by HLS Manager with the goal of identifying opportunities to both reduce the number of failures as well as control costs. Reports shall be provided in electronic format.

## Consultant's Network Administrator

- a. Network: Maintain routing table; configure additional switches/routers as required; backup switch/router configurations; IP address management; add/configure/modify wireless radios and network components as required; monitor network performance using tools such as SNMP and Cisco Works; perform network troubleshooting when required; and provide network and computer security.
- b. Install software/firmware maintenance releases for Verint, AMAG, Cisco, components, and other systems.
- c. Provide remote diagnostic support services to sites within area of responsibility.
- d. Act as technical advisor to ensure compliance with all agency/customer requirements.
- e. Interface with Consultant's support staff, POLA staff, and others regarding technical issues.
- f. Periodic (periodicity to be determined by the POLA) backup of the security system application preferences and hardware configurations shall be scheduled and stored off-site (off-site location to be determined).
- g. Network Administrator shall ensure that a complete asset inventory of all systems and components to be compiled and maintained.
- h. Once the asset inventory is completed, the Network Administrator shall ensure that the manufacturer's recommended maintenance and intervals for each item is researched and kept in a master procedure database and made available to all personnel.
- i. Network Administrator shall consolidate the recommended preventative maintenance plans that have been or will be developed, modify the consolidated plan based on knowledge and experience of consultant's subcontractors, and develop a Master Maintenance Schedule for submission by Consultant's PM to the HLS Manager for approval. Once approved, the schedule will be maintained and updated monthly for a record of maintenance accomplished and planned.

## **Task Three – Provide Preventative Maintenance**

- a. Preventative maintenance shall be logged using WHD. The logging will provide the visibility, scheduling, tracking, recordkeeping, and reporting necessary for an effective maintenance program. Preventative maintenance shall be scheduled for off peak hours (as defined by the HLS Manager with input from the tenants) at offices, terminals, and other facilities. Preventative maintenance items that are deferred, whether by higher priority needs or site

access issues, will be reported as incomplete. Incomplete or late trouble tickets shall be tracked and reported in the WHD. The need for special lifts, cranes or scaffolding to reach elevated equipment, special events, and changes in the threat level may interfere with planned maintenance activities. Planned preventative maintenance activities that are postponed shall be rescheduled as soon as practicable and in any case not so long as to risk equipment failure. HLS staff will facilitate contacting terminals or other Harbor Department locations with special access requirements.

- b. When authorized by HLS Manager, the Consultant shall provide preventative maintenance for the following installed systems on a frequency to be determined by the HLS Manager or their designee and shall be responsible for logging the maintenance activity in WHD:
  - CCTV – Pelco, FLIR, Axis, SPI Thermal, SeSys
  - VidSys
  - Video Control and Management (Verint software and hardware components; Verint Nextiva)
  - Networking system – wired (switches, routers and copper and fiber LAN) and wireless (licensed and unlicensed)
  - Uninterruptible power supplies and solar panels
  - Workstations/Servers at various sites
- c. When authorized by PD, the Consultant shall provide preventative maintenance for the following installed system on a periodicity to be determined and shall be responsible for logging the maintenance activity with the call center:
  - Access Controller: Access Control System (software and hardware components)
- d. When authorized by PD, the Consultant shall provide preventative maintenance for the following installed systems on a periodicity to be determined and shall be responsible for logging in the maintenance activity with the call center:
  - Storage device (tape library Sun Microsystem and Nexsan SATAbeasts)
  - Operating system – Microsoft Windows
  - Onsite support from vendors and manufacturers shall be provided as necessary to resolve any issue that cannot be resolved by telephone

#### **Task Four – Provide Corrective Maintenance**

- a. Corrective maintenance shall be performed on a time and material basis. All service requests will be managed (logged and tracked) using WHD. Response times for corrective maintenance actions shall be as follows:

**Emergency Requests**– Requests that warrant immediate repair, as determined by the HLS Manager or their designee shall require that the Consultant acknowledge the emergency in WHD within one hour and ensure

a qualified service representative arrives on site within two hours from the time the request was initiated.

**Routine Requests** – Requests that are routine, as determined by the HLS Manager or their designee shall be acknowledged in WHD within one hour and, at the discretion of the HLS Manager, response may be deferred to the start of the following business day.

The Consultant shall coordinate site access with the HLS Manager or their designee prior to meeting with tenants, Port Police, Caltrans, and other entities as required in order to access security system equipment. In the event that a defective piece of equipment cannot be repaired onsite, it shall be replaced with a part from the ready spares. If a repair part is not available, the required part shall be procured. The maintenance procedures and policies developed and pre-approved by the HLS Manager will guide both the corrective maintenance actions and the use of ready spares and their replacement by the Consultant. Emergency and Routine response times shall be followed for corrective maintenance to accomplish system restoration as soon as possible. In some cases, where a spare part is required but not available for the corrective maintenance action, the corrective action time to repair will be impacted. In the case of an Emergency that warrants immediate repair, extraordinary action shall be utilized to procure the required parts and to affect the repair. Those extraordinary actions shall be governed by the HLS Manager's pre-approved response scenarios.

- b. The Consultant shall provide corrective maintenance for the following installed systems and shall be responsible for logging completion of the maintenance activity WHD:
- CCTV – Pelco, FLIR, Axis, SPI Thermal, SeSys
  - VidSys
  - Video Control and Management (Verint software and hardware components; Verint Nextiva)
  - Networking system – wired (switches, routers and copper and fiber LAN) and wireless (licensed and unlicensed)
  - Uninterruptible power supplies and solar panels
  - Workstations/Servers
  - Access Control System (software and hardware components)
- c. Consultant shall provide corrective maintenance for the following installed systems and shall be responsible for logging completion of the maintenance activity with the call center:
- Storage device (tape library Sun Microsystem and Nexsan SATAbeasts).
  - Operating system – Microsoft Windows.

#### Task Five – Maintain Ready Spares

- a. CCTV, Video Control and Management, Networking System, Uninterrupted Power Supply spare parts shall be stored and maintained by the Consultant in a secure storage area to be determined by POLA.
- b. Access Control System spare parts shall be stored and maintained in a secure storage area to be determined by the POLA.
- c. Spare parts procurement authorized by the HLS Manager shall be placed on order by the Consultant. Spare parts procured shall be placed into the secure spare parts storage and the asset database updated.
- d. When authorized by HLS Manager, the Consultant shall coordinate and facilitate any required off-site factory service of failed components. With HLS Manager or their designee's concurrence, a decision will be made to discard the failed equipment and procure a new part to restock the ready spares or to send the failed equipment to the factory for repair or refurbishment, and upon return placed in the ready spares for future use. The Consultant shall obtain a Returned Merchandise Authorization (RMA) from the factory if repair of the part/equipment is the agreed disposition. The Consultant shall prepare the part/equipment for shipping, ship it, track and confirm receipt at the factory, return to stock, and maintain status in the asset database.

#### **Task Six – Provide Training**

- a. It is anticipated that training will be required for new operators, new system capabilities, and significant system configuration changes.
- b. When authorized by HLS Manager, the Consultant shall develop new training materials as required by new system capabilities and significant system configuration changes.
- c. When authorized by HLS Manager, the Consultant shall provide training to operators or other POLA staff as designated by the HLS Manager. Training venue and equipment necessary to conduct the training shall be provided by POLA.

#### **Task Seven – Equipment Replacements, Enhancements and Warranty**

- a. Eventually the current system may become obsolete. When authorized by HLS Manager, the Consultant shall facilitate the implementation of any new technological hardware updates or changes required as a result of the need to enhance the system's performance or add to the system's overall capabilities.
- b. Whenever upgrades are authorized, by written PD from the HLS Manager or their designee, the Consultant shall:
  - Evaluate the need for any system software or hardware changes and determine the advantages, disadvantages, and risks the upgrade will have on the system. This approach shall be applied to all upgrades or

changes where obsolescence, version, maintenance, additions, improvements, and modifications are involved

- Provide and install any hardware or software changes once it is determined that the upgrades or enhancements are of value to POLA and authorized by the HLS Manager
- Document configuration changes
- Warrant all newly purchased and installed hardware and software materials and workmanship for a period of one year
- Warrant all workmanship and materials for additional work for one year. The start of the warranty period for additional work shall be as agreed and defined in the PD provided by POLA

#### **Task Eight – Extension or Expansion of Security Systems**

- a. During the period of this agreement, POLA may construct new or expand existing facilities, which will require additional security components, such as cameras and access doors or gates; the Consultant shall be responsible for adding these components and ensuring they successfully interoperate with and are integrated into POLA's existing security and command systems.
- b. Whenever additions are authorized by the HLS Manager or their designee, the Consultant shall, when authorized by PD:
  - Create Standardization Documents and Build Plans to ensure future systems are compatible with the Enterprise System
  - Recommend additional hardware or software to satisfy the security requirements of the new or expanded facility; determine the impact these additional components will have on the system, and prepare design documentation for installation and implementation of the additional components.
  - Procure the approved hardware and/or software.
  - Install, implement, and integrate the new components into the security system.
  - Demonstrate that the new component(s) perform as designed by acceptance testing, which the HLS Manager or their designee, shall witness.
  - Will document all system configuration changes including updating CAD drawings.
  - Warrant all workmanship and materials for additional work for one year. The start of the warranty period for additional work shall be as agreed and defined in the PD.

#### **Task Nine – Procurement of Hardware and Software**

- a. POLA may desire to purchase security-related hardware or software, or materials that needs to interoperate and integrate into the existing security system.
- b. Whenever purchases are authorized by the HLS Manager or their designee, the Consultant shall procure security related hardware or software or materials.

c. Whenever additions are authorized by the HLS Manager or their designee, the Consultant shall:

- Install, implement, and integrate the new components into the security system.
- Demonstrate that the new component(s) perform as designed by acceptance testing, which the HLS Manager or their designee shall witness
- Upon acceptance, document all system configuration changes including updating CAD drawings
- Warrant all workmanship and materials for additional work for one year. The start of the warranty period for additional work shall be as agreed and defined in the PD provided by POLA.

## EXHIBIT B



1667 North Batavia Street, Orange CA 92867  
Phone | (714) 546-2780 Fax | (714) 546-2457  
rick.james@convergent.com

# Port of Los Angeles Exhibit B - Labor Rates

Position	2019	2020	2021	2022	2023
	Hourly Rate (\$/Hr)				
CAD Drafting	\$ 108.33	\$ 111.58	\$ 114.92	\$ 118.37	\$ 121.92
Engineer, Application	\$ 167.41	\$ 172.44	\$ 177.61	\$ 182.94	\$ 188.43
Engineer, Project	\$ 167.41	\$ 172.44	\$ 177.61	\$ 182.94	\$ 188.43
Engineer, Software	\$ 194.22	\$ 200.05	\$ 206.05	\$ 212.23	\$ 218.60
Engineer, Software, Senior	\$ 230.00	\$ 236.90	\$ 244.01	\$ 251.33	\$ 258.87
Installer A/C Lead	\$ 121.87	\$ 125.52	\$ 129.29	\$ 133.17	\$ 137.16
Installer A/C Staff	\$ 99.71	\$ 102.70	\$ 105.78	\$ 108.96	\$ 112.22
Installer Cable Lead	\$ 121.87	\$ 125.52	\$ 129.29	\$ 133.17	\$ 137.16
Installer Cable Staff	\$ 99.71	\$ 102.70	\$ 105.78	\$ 108.96	\$ 112.22
Installer VMS Lead	\$ 121.87	\$ 125.52	\$ 129.29	\$ 133.17	\$ 137.16
Installer VMS Staff	\$ 99.71	\$ 102.70	\$ 105.78	\$ 108.96	\$ 112.22
IT Engineer	\$ 194.22	\$ 200.05	\$ 206.05	\$ 212.23	\$ 218.60
IT Engineer, Senior	\$ 230.00	\$ 236.90	\$ 244.01	\$ 251.33	\$ 258.87
Network Architect	\$ 234.19	\$ 241.21	\$ 248.45	\$ 255.90	\$ 263.58
Network Administrator	\$ 167.41	\$ 172.44	\$ 177.61	\$ 182.94	\$ 188.43
On-Site Support Manager	\$ 167.41	\$ 172.44	\$ 177.61	\$ 182.94	\$ 188.43
Program Manager	\$ 237.61	\$ 244.74	\$ 252.08	\$ 259.64	\$ 267.43
Project Manager	\$ 192.03	\$ 197.79	\$ 203.73	\$ 209.84	\$ 216.14
Service/Billing Coordinator	\$ 90.75	\$ 93.47	\$ 96.27	\$ 99.16	\$ 102.14
Specialist, Database	\$ 194.22	\$ 200.05	\$ 206.05	\$ 212.23	\$ 218.60
Specialist, Project	\$ 194.22	\$ 200.05	\$ 206.05	\$ 212.23	\$ 218.60
Testing Lead	\$ 121.87	\$ 125.52	\$ 129.29	\$ 133.17	\$ 137.16
Testing Staff	\$ 99.71	\$ 102.70	\$ 105.78	\$ 108.96	\$ 112.22
Trainer Lead	\$ 194.22	\$ 200.05	\$ 206.05	\$ 212.23	\$ 218.60
Trainer Staff	\$ 167.41	\$ 172.44	\$ 177.61	\$ 182.94	\$ 188.43

## EXHIBIT B

<b>Endeavor Advanced Solutions</b>					
Engineer	\$ 229.04	\$ 235.91	\$ 242.99	\$ 250.28	\$ 257.79
Senior Systems Engineer	\$ 204.28	\$ 210.41	\$ 216.72	\$ 223.22	\$ 229.92
IT Systems Engineer	\$ 179.52	\$ 184.90	\$ 190.45	\$ 196.16	\$ 202.05
Administration	\$ 111.43	\$ 114.77	\$ 118.21	\$ 121.76	\$ 125.41
<b>Data Specialties, Incorporated</b>					
CAD Drafting	\$ 132.00	\$ 135.96	\$ 140.04	\$ 144.24	\$ 148.57
Project Manager	\$ 165.00	\$ 169.95	\$ 175.05	\$ 180.30	\$ 185.71
Low Voltage Installer	\$ 112.20	\$ 115.57	\$ 119.03	\$ 122.60	\$ 126.28
Low Voltage Foreman	\$ 115.50	\$ 118.97	\$ 122.53	\$ 126.21	\$ 130.00
General Electrician Foreman	\$ 159.50	\$ 164.29	\$ 169.21	\$ 174.29	\$ 179.52
Inside Wireman	\$ 148.50	\$ 152.96	\$ 157.54	\$ 162.27	\$ 167.14
<b>Western Audio Visual</b>					
CAD Drafting	\$ 232.76	\$ 239.74	\$ 246.93	\$ 254.34	\$ 261.97
Engineer, Application	\$ 232.76	\$ 239.74	\$ 246.93	\$ 254.34	\$ 261.97
Engineer, Project	\$ 232.76	\$ 239.74	\$ 246.93	\$ 254.34	\$ 261.97
Installer Cable Lead	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
Installer Cable Staff	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
Installer VMS Lead	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
Installer VMS Staff	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
Project Manager	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
Testing Lead	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
Trainer Lead	\$ 170.85	\$ 175.98	\$ 181.26	\$ 186.69	\$ 192.30
<b>Dutchman Electric</b>					
Low Voltage Technician	\$ 72.18	\$ 74.35	\$ 76.58	\$ 78.87	\$ 81.24
Inside Wireman	\$ 125.17	\$ 128.92	\$ 132.79	\$ 136.77	\$ 140.88
Low Voltage Foreman	\$ 114.52	\$ 117.96	\$ 121.49	\$ 125.14	\$ 128.89
General Electrician Foreman	\$ 141.14	\$ 145.37	\$ 149.73	\$ 154.23	\$ 158.85
Laborer	\$ 85.19	\$ 87.75	\$ 90.38	\$ 93.09	\$ 95.88
Project Manager	\$ 111.43	\$ 114.77	\$ 118.21	\$ 121.76	\$ 125.41
Apprentice Wireman	\$ 88.52	\$ 91.18	\$ 93.91	\$ 96.73	\$ 99.63
<b>ENG Mobile Systems</b>					
Project Manager	\$ 185.71	\$ 191.28	\$ 197.02	\$ 202.93	\$ 209.02
Radio System Engineer	\$ 185.71	\$ 191.28	\$ 197.02	\$ 202.93	\$ 209.02
Integration Technician	\$ 185.71	\$ 191.28	\$ 197.02	\$ 202.93	\$ 209.02
Installation and Fabrication Technician	\$ 160.95	\$ 165.78	\$ 170.75	\$ 175.87	\$ 181.15

## EXHIBIT B

<b>Epoch Universal</b>					
CAD Drafting	\$ 232.76	\$ 239.74	\$ 246.93	\$ 254.34	\$ 261.97
IT Engineer, Senior	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Engineer, Application	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Radio System Engineer	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Radio System Engineer - Assoc.	\$ 278.56	\$ 286.92	\$ 295.53	\$ 304.39	\$ 313.53
Radio Systems Technician	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Radio Systems Technician - Senior	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Senior Advisor (SME)	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Systems Integration Engineer	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Systems Integration Engineer - Assoc.	\$ 278.56	\$ 286.92	\$ 295.53	\$ 304.39	\$ 313.53
Systems Integration Engineer - Senior	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
<b>Verint Systems</b>					
Project Manager	\$ 232.14	\$ 239.10	\$ 246.27	\$ 253.66	\$ 261.27
Network Architect	\$ 232.14	\$ 239.10	\$ 246.27	\$ 253.66	\$ 261.27
Software Engineer	\$ 232.14	\$ 239.10	\$ 246.27	\$ 253.66	\$ 261.27
Field Application Engineer	\$ 232.14	\$ 239.10	\$ 246.27	\$ 253.66	\$ 261.27
<b>Kongsberg Norcontrol AS IT</b>					
Engineer, Application	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Engineer, Project	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Engineer, Software	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Engineer, Software, Senior	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36
Program Manager	\$ 371.42	\$ 382.56	\$ 394.04	\$ 405.86	\$ 418.03
Project Manager	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36
Specialist, Database	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36
Specialist, Project	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36
Software Development Engineer	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Systems Support Specialist	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Systems Support Specialist - Senior	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36
Administration	\$ 247.61	\$ 255.04	\$ 262.69	\$ 270.57	\$ 278.69
Engineer, Application	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Engineer, Project	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Engineer, Software	\$ 272.37	\$ 280.54	\$ 288.96	\$ 297.63	\$ 306.56
Engineer, Software Senior	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36
Program Manager	\$ 371.42	\$ 382.56	\$ 394.04	\$ 405.86	\$ 418.03
Project Manager	\$ 309.51	\$ 318.80	\$ 328.36	\$ 338.22	\$ 348.36

## EXHIBIT B

<b>Cybis, LLC</b>					
Human Domain/Physical Security Expert, Principal Consultant	\$ 340.47	\$ 350.68	\$ 361.20	\$ 372.04	\$ 383.20
Technical Expert, Principal Consultant	\$ 266.18	\$ 274.17	\$ 282.39	\$ 290.87	\$ 299.59
Technical Analyst, Consultant	\$ 216.66	\$ 223.16	\$ 229.86	\$ 236.75	\$ 243.85
Analyst	\$ 160.95	\$ 165.78	\$ 170.75	\$ 175.87	\$ 181.15
<b>VidSys Inc</b>					
Subject Matter Expert	\$ 371.42	\$ 382.56	\$ 394.04	\$ 405.86	\$ 418.03
Program Manager	\$ 278.56	\$ 286.92	\$ 295.53	\$ 304.39	\$ 313.53
Solutions Architect/Rules Writer	\$ 278.56	\$ 286.92	\$ 295.53	\$ 304.39	\$ 313.53
Design Engineer	\$ 225.95	\$ 232.72	\$ 239.71	\$ 246.90	\$ 254.30
Lead PSIM Applications Engineer	\$ 225.95	\$ 232.72	\$ 239.71	\$ 246.90	\$ 254.30
Trainer	\$ 225.95	\$ 232.72	\$ 239.71	\$ 246.90	\$ 254.30
Documentation Specialist	\$ 120.09	\$ 123.69	\$ 127.41	\$ 131.23	\$ 135.16
<b>Vigilant Solutions</b>					
Project Manager	\$ 160.95	\$ 165.78	\$ 170.75	\$ 175.87	\$ 181.15
IT Engineer	\$ 204.28	\$ 210.41	\$ 216.72	\$ 223.22	\$ 229.92
Mobile/Fixed LPR Installer	\$ 216.66	\$ 223.16	\$ 229.86	\$ 236.75	\$ 243.85
Field LPR Technician	\$ 278.56	\$ 286.92	\$ 295.53	\$ 304.39	\$ 313.53
<b>Data Specialties, Inc.</b>					
CAD Drafting	\$ 132.00	\$ 135.96	\$ 140.04	\$ 144.24	\$ 148.57
Project Manager	\$ 165.00	\$ 169.65	\$ 175.05	\$ 180.30	\$ 185.71
Low Voltage Installer	\$ 112.20	\$ 115.57	\$ 119.03	\$ 122.60	\$ 126.28
Low Voltage Foreman	\$ 115.50	\$ 118.97	\$ 122.53	\$ 126.21	\$ 130.00
General Electrician Foreman	\$ 159.50	\$ 164.29	\$ 169.21	\$ 174.29	\$ 179.52
Inside Wireman	\$ 148.50	\$ 152.96	\$ 157.54	\$ 162.27	\$ 167.14

Overtime/After Hours Rates            150%    Applied to utilized Labor Category

Holiday and Double Time                200%    Applied to utilized Labor Category

### Other Direct Costs

The consultant will be reimbursed at cost for all other direct cost items (ODC's) utilized for the benefit of the Harbor Department in furtherance of this agreement. Additionally, the consultant will be reimbursed at cost for the freight charges incurred on behalf of the Harbor Department for freight charges from the supplier to the Consultant, but not from the Consultant to end user Harbor Department. The Consultant shall submit supporting documents with each invoice.

## EXHIBIT B

### Materials

Convergint is contractually prohibited from disclosing any portion of the purchase agreement between Convergint Technologies LLC and various manufacturers, due to Non-Disclosure Agreements, pursuant to which Convergint purchased from these organizations the products sold to the Port of Los Angeles. Convergint Technologies will provide an internally generated price list for review and approval by POLA prior to the purchase of any hardware, software or materials.

Materials Mark Up      10%

\* See Convergint Technologies 2019 Holiday Schedule - dates in subsequent years may vary

\*\* Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of

eight on the seventh consecutive day of work in a workweek

\*\*\*Hours of operation are 7:00am to 5:00pm



Making a Daily Difference

## 2019 Holidays USA

New Year's Day  
Tuesday, January 1

Spring Holiday  
Friday, April 19

Memorial Day  
Monday, May 27

Independence Day  
Thursday, July 4

Caddy Day  
Friday, July 5

Labor Day  
Monday, September 2

Thanksgiving Holiday  
Thursday, November 28

Day After Thanksgiving  
Friday, November 29

Day Before Christmas Holiday  
Tuesday, December 24  
Alternatively, Thursday, December 26 may be taken with your supervisor's approval.

Christmas Holiday  
Wednesday, December 25

Social Responsibility Day  
Friday, June 7

This company holiday will be spent supporting a local or national community organization as determined by the local office management. The exact time and details will be coordinated by the local management.

### Convergint Fun & Laughter Day

Each colleague must take an annual F&L Day to celebrate V&B #10 *Fun & Laughter on a Daily Basis*. The holiday can be spent doing anything you want, and you will receive up to \$100 for approved F&L Day expense reimbursement. See the Colleague Handbook for the full F&L Day Policy and details.



## Our Values and Beliefs

### I am Convergint

– I own my position on the team

### I am accountable for my continuous development

– a better me is a better Convergint

### I have integrity

– it's what I do when no one's watching

### I keep everyone informed

– communicate, communicate, communicate

### I make responsible decisions

– timely, educated and cost effective

### We expect to be our customers' best service provider

– no matter what business we are in

### We deliver results

– period

### We believe in balanced lives

– family, business, community

### We create a positive work environment

– we recognize and celebrate good stuff

### We promote fun and laughter on a daily basis

– "so I got that going for me, which is nice!"

*Making a Daily Difference*



## **EXHIBIT D**

### **BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER**

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance) to download the business tax registration application.

#### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

## **EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

### **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 provisions of such contract:

- A. During the performance of 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, domestic partner 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, domestic partner 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, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

## **EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, 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 or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$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.
- 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

## **EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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 non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;

## **EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. 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 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.

## EXHIBIT F – SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be \_\_%, including \_\_% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is \_\_\_\_\_. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$\_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

### AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

\_\_\_\_\_  
Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

**NOTARY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by \_\_\_\_\_  
Name of Firm

to execute the affidavit and did so as his or he free act and deed.

**SEAL**

**Notary Public** \_\_\_\_\_  
**Commission Expires** \_\_\_\_\_

## Contractor Description Form

### PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Check all that apply)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Check all that apply)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Contractor Description Form****SUBCONTRACTOR**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Check all that apply)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SUBCONTRACTOR**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Check all that apply)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**SUBCONTRACTOR**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Check all that apply)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

## EXHIBIT G

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.