

## LOS ANGELES DEVELOPMENT FUND STANDARD TERMS AND CONDITIONS

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### 1. Personnel

- a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall be independent contractors and shall not be agents or employees of or have any contractual relationship with the Los Angeles Development Fund (LADF).
- b. All the services required hereunder will be performed by the Contractor or personnel under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

### 2. Subcontracting

None of the services covered by this Agreement shall be subcontracted by the Contractor without the prior written consent of the LADF. Any such subcontracting must be reported to and approved by the LADF in advance. Requests for subcontracting shall be submitted to the LADF in writing, describing the services to be subcontracted and the name(s) of the proposed subcontractor(s). Such request(s) shall state the lump sum price or hourly rates used in preparing an estimated cost for the subcontractor(s) services. Approval of the subcontractor(s) shall be issued in writing by the LADF.

Subcontractor(s) shall be subject to all the terms and conditions of this Agreement and Contractor shall incorporate the applicable terms and conditions of the Agreement into all subcontracts. The Contractor shall monitor and evaluate the performance of all subcontracts let under this Agreement, and shall be responsible for the acts and omissions of said subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

### 3. Insurance

#### a. Workers' Compensation

In accordance with State Compensation laws, the Contractor shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this Agreement. The Contractor shall provide the LADF with a certificate verifying such coverage or endorsement acceptable to the LADF before commencing services under this Agreement. Such policy shall require thirty (30) days notice to the LADF in writing prior to cancellation, termination or expiration of any kind or modification of any of the coverage there under.

#### b. Liability (Bodily Injury and Property Damage)

The Contractor shall carry Commercial General Liability Insurance (Bodily Injury and Property Damage) in an amount of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate, combined single limits, unless otherwise specified in the Basic Agreement, and the Contractor shall provide the LADF with certificates verifying such coverage acceptable to the LADF before

commencing services under this Agreement. The certificate must be followed within sixty (60) days by an endorsement to the insurance policy. Such policy shall require thirty (30) days notice to the LADF in writing prior to cancellation, termination or expiration of any kind or modification of any of the coverage there under. All Commercial General Liability insurance policies shall name the LADF and the City of Los Angeles as additional insured's.

c. Modifications to Insurance Coverage's

The LADF reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Contractor a minimum thirty (30) days advance written notice of such change. If such change(s) should result in substantial additional cost to the Contractor, the LADF agrees to negotiate additional compensation proportional to the increased benefit to the LADF and City of Los Angeles. Any increase to the compensation to be paid under the Agreement shall be accomplished by amendment to the Agreement which may require approval by the Board of Directors.

Note: Receipt of an original certificate of insurance will be accepted by the LADF as compliance with the above requirements. All certificates/endorsements must clearly state the relevant contract number, the description of insured premises, and be sent to the attention of the Los Angeles Development Fund.

**4. Permits**

The Contractor and its officers, agents and employees shall obtain and maintain all permits, licenses, inspections, certifications and/or services pursuant to this provision, necessary for the Contractor's performance hereunder. The Contractor shall pay any and all fees required and shall not be entitled to any additional compensation under the Agreement for such fees unless specifically provided for in the Agreement. Contractor shall immediately notify the LADF of any suspension, termination, lapse, non-renewals or restriction of permits, licenses, certifications or other approval necessary for the performance of services under the Agreement

**5. City of Los Angeles Business Tax Registration Certificate (Business License)**

For the term of this Agreement, Contractor shall comply with the business licensing requirements as required by the Los Angeles Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following of the Los Angeles Municipal Code). Unless otherwise exempted, Contractor represents that it has or will obtain as necessary, a Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles and shall not allow any such certificate(s) to expire be revoked or suspended for the duration of this Agreement. Any such expiration, revocation or suspension of Contractor's BTRC or VRN may be deemed a breach of the Agreement by the LADF

**6. Interest of Federal and Local Public Officials and Members of the LADF**

Members of or Delegates of the United States Congress, Resident Directors, and members of the governing body of the LADF and City and their respective officers, employees and/or agents, who exercises any functions or responsibilities in connection with the review or approval in carrying out the purposes to which this Agreement pertains shall not obtain any interest in share or part of this Agreement or any benefit to arise here from. Said Members described in the foregoing shall not have any personal interest, direct or indirect, in this Agreement. The Contractor shall notify the LADF immediately in writing whenever a conflict of interest exists as described in this section.

## **7. Conflict of Interest**

- a. The Contractor covenants that it presently has no interest and shall not acquire any possessory or ownership interest, direct or indirect, in the area of the project pertaining to this Agreement, of any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or contracted with.
- b. The Contractor further covenants and agrees that, except as disclosed in writing to the LADF, it is not now employed by, associated with (as a partner, joint venture or otherwise) or under contract to represent any party with respect to any matter in which such party has an interest that is adverse to or conflicting with the interests of the LADF, and that it will not accept such employment or enter into any such association or agreement during the term of this Agreement unless it discloses such relationship to the LADF in writing and the LADF approves such relationship in writing.
- c. For the duration of this Agreement, the Contractor shall not act as consultant or perform services of any kind for any person or entity in regard to the Agreement without the prior written consent of the LADF.
- d. The Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement; including any person on the selection committee, and that there is no financial relationship whatsoever between it and any person on the selection committee or at the LADF who is in a position to influence, direct, or award this Agreement.
- e. The LADF shall have the right to terminate this Agreement if it determines in its sole discretion that Contractor's or any of its subcontractor's interests substantially conflict with those of the LADF, and shall not compensate the Contractor for any services performed hereunder.

## **8. Time of Effectiveness and Amendments to Agreement**

- a. Unless otherwise provided, this Agreement, and any amendments thereto shall take effect when all of the following events have occurred:
  - The Agreement has been duly signed by the person or persons authorized to bind the Contractor hereto;
  - The Agreement has been approved by the LADF Board or by an LADF officer or employee; to the extent such individual is authorized to approve the Agreement or amendment to this Agreement. Any unauthorized approval shall be null and void;
  - The Agreement has been duly signed on behalf of the LADF by the person or persons authorized to bind the LADF; and
  - All conditions precedent in the Agreement have been satisfied.

**Any amendments or modifications to the Agreement shall be mutually agreed upon between the LADF and the Contractor, and shall be incorporated in written amendments to the Agreement.**

**9. Termination of Agreement for Cause**

- a. If through any cause, the Contractor shall fail to comply with the terms and conditions of this Agreement in a timely and proper manner, the LADF shall have the right to terminate the Agreement.
- b. The LADF shall exercise its right to terminate if the Contractor fails to cure the default(s) within the time specified by the LADF in the written notice specifying the default(s). The LADF shall give written notice to the Contractor at least five (5) days before the effective date of such termination. The Notice will specify the effective termination date.
- c. If, after termination for cause, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays provision, the rights and obligations of the parties will be the same as if the termination was for the convenience of the LADF.
- d. In such event, all finished or unfinished documents, data, studies, reports and other materials prepared by the Contractor pursuant to this Agreement is LADF property. The Contractor shall be entitled to receive just and equitable compensation for any work completed that has been approved by the LADF Representative(s).
- e. The Contractor shall also transfer title (if not already transferred) and, as directed by the LADF Representative(s), deliver to the LADF completed or partially completed work and other materials produced or acquired for the work terminated, completed or partially completed plans, drawings, information, studies, and reports prepared by the Contractor, and other property that, if the Agreement had been completed, would be required to be furnished to the LADF. Upon direction by the LADF's President or designee, the Contractor shall also protect and preserve any other property in its possession in which the LADF has an interest.
- f. Notwithstanding the above, the Contractor shall not be relieved of liability to the LADF for damages sustained by the LADF by virtue of any breach of this Agreement by the Contractor. The LADF may withhold any payments to the Contractor until such time as the exact amount of damages due the LADF from the Contractor is determined.
- g. The rights and remedies of the LADF in this termination provision are in addition to any other rights and remedies by law or equity or under this Agreement.

**10. Termination for Convenience**

The LADF may terminate this Agreement, in whole or in part, when it is in the LADF's interest. The LADF shall terminate the Agreement by delivering to the Contractor a Notice of Termination at least thirty (30) days before the effective date of such termination. The Notice of Termination shall specify the extent of termination and the effective date. If this Agreement is terminated under this provision, the LADF shall be liable only for payment under the payment provisions of this Agreement for services rendered and allowable expenses incurred before the effective date of termination, less any previous

payments made to the Contractor. These expenses and services must be reviewed and approved by the LADF Representative(s) prior to any payments made to the Contractor.

In the event of termination, the Contractor shall transfer title (if not already transferred) and as directed by the LADF, deliver to the LADF completed or partially completed work and other materials produced or acquired for the work terminated, completed or partially completed plans, drawings, information, studies, and reports prepared by the Contractor, and other property that, if the Agreement had been completed, would be required to be furnished to the LADF. Upon direction by the President or designee, the Contractor shall also protect and preserve any other property in its possession in which the LADF has an interest.

#### **11. Excusable Delays**

Neither the LADF nor the Contractor shall be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of either party. Examples of these causes are (1) acts of God or public enemy, (2) acts of the Federal Government or any unit of State or Local Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, and (8) freight Embargoes or delays in transportation. Notification of an excusable delay impacting the performance of services under the Agreement shall be made in writing to the other party.

If the LADF determines that any failure to perform the Agreement results from one or more of the causes above, the delivery or performance schedule may be revised, subject to the rights of the LADF under the termination provisions of this Agreement.

#### **12. Correction of Work**

The performance of services or LADF's acceptance of the work product furnished by the Contractor pursuant to this Agreement shall not relieve the Contractor from its obligation to correct any incomplete, inaccurate, or defective work discovered. All such work discovered shall be remedied by the Contractor on demand without cost to the LADF.

#### **13. Compliance with Laws**

Each party's performance hereunder shall comply with all applicable laws, ordinances and codes of the United States of America, the State of California, the City of Los Angeles and the LADF. The Contractor shall commit no trespass on any public or private property in performing any of the work under this Agreement.

#### **14. Anti-Kickback Rules**

Compensation of Contractor's employees and subcontractors performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback" Act (Title 18 U.S.C., Section 874) (29 CFR, Part 3).

"Kickback," as used in this provision, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any Contractor, Contractor employee, subcontractor, subcontractor employee for the purpose of improperly obtaining or awarding

favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

The Contractor shall incorporate the substance of this provision in all subcontracts under this Agreement.

#### **15. Withholding of Salaries**

If, in the performance of this Agreement, there is any underpayment of salaries and/or compensation by the Contractor or by any subcontractor there under, the LADF shall withhold from payments due the Contractor the underpaid amounts which are due the Contractor's or subcontractor's employees. The amount to be withheld shall be computed based on the actual hourly salary rate(s) of the affected employees times the total number of hours each employee worked in relation to this Agreement. The amounts withheld may be disbursed by the LADF on behalf of the Contractor or subcontractor to the respective employees to whom they are due.

#### **16. Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of employees performing work under this Agreement shall be promptly reported in writing by the Contractor to the LADF for the latter's decision which shall be final with respect thereto.

#### **17. Indemnification**

Except for the gross negligence or willful misconduct of the LADF, the Contractor undertakes and agrees to defend, indemnify and hold harmless the LADF, the City of Los Angeles, and any of their respective 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the Contractor's and subcontractor's officers, employees and agents, for damage or destruction of any property of either party hereto or of third parties, and/or for any other loss or injury arising in any manner by reason of the negligent acts, errors or omissions, or willful misconduct arising from the performance of this Agreement by the Contractor or its subcontractors of any tier.

#### **18. Assignability**

The Contractor shall not assign or transfer any interest in this Agreement, (whether by assignment or novation) without the prior written approval of the LADF's President or designee.

#### **19. Bankruptcy**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy filing complete with case number, to the LADF Representatives listed in the Agreement. The Contractor shall furnish this notification within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of other LADF agreement numbers against which final payment has not been made. This obligation remains in effect for the duration of the Agreement and until final payment is made under this Agreement.

## **20. Ownership of Materials and Documents**

Any and all sketches, drawings, tracings, field survey notes, computations, electronic files, details and other materials, documents including computer files and data prepared by the Contractor and/or Contractor's subcontractor(s) pertaining to this Agreement shall be the property of the LADF from the moment of their preparation and the Contractor shall deliver such materials and documents to the LADF whenever requested to do so by the LADF. However, the Contractor and/or the Contractor's subcontractor(s) shall have the right to make duplicate copies of such materials and documents for their own file; or other purposes as may be authorized in writing by the LADF. The LADF shall not, without the Contractor's written consent, associate the Contractor's name with any material not the exclusive product of the Contractor.

Contractor is prohibited from removing any LADF-owned property and any other fixed assets from the LADF's premises. Magnetic media, files, documents and other property belonging to, and/or produced for the LADF pursuant to this Agreement shall not be removed from LADF premises. Removal shall require the prior express written consent of the President or designee.

## **21. Findings Confidential**

All of the reports, information, data, and other documents prepared or assembled by the Contractor under this Agreement are confidential. The Contractor agrees that the reports, information, data, and other documents shall not be made available to any individual or organization without the prior express written consent of the President or designee. Notwithstanding the foregoing, the LADF may be required to disclose any reports, data, documents or other information prepared by Contractor under the Agreement pursuant to the requirements of the California Public Records Act.

## **22. Access to Books, Documents, Papers and Records**

The LADF, the City of Los Angeles, and where applicable, State and/or Federal Government representatives, or any of its duly authorized representatives shall have access to any books, documents, papers and records including computer files of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall maintain records of all details with respect to all matters covered by this Agreement, for a period of five (5) years after receipt of final payment, unless authorization to remove the records sooner is granted in writing by the LADF President or designee.

## **23. No Attorney's Fees**

If either party hereto should retain legal counsel for the purpose of interpreting or enforcing any term or condition of this Agreement, then the prevailing party shall not be entitled to recover any attorney's fees thereby incurred. Each party shall bear its own costs of litigation.

## **24. Contractor's Status**

The Contractor represents that it is an independent contractor for the purposes of this Agreement. In the event of any changes in the Contractor's status, the Contractor shall notify the LADF in writing within five (5) working days. The Contractor shall obtain the required insurance coverages; business licenses; other required licenses; applicable permits; withhold all taxes required by Federal and State statutes; and act as an independent contractor and not as an agent or employee of the LADF. The

Contractor shall not represent itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the LADF.

**25. Applicable Law, Interpretation and Enforcement (Choice of Law)**

This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby

**26. Non-Discrimination**

Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the City of Los Angeles and the LADF, including, but not limited to the following:

- a. During the performance of this Agreement the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability (actual or perceived), medical condition, age, source of income, marital status, familial status, domestic partner status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) – acquired or perceived, or retaliation for having filed a discrimination complaint (non-discrimination factors). The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to the non-discrimination factors including, and not limited to activities, of: upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment the non-discrimination factors.
- b. The Contractor will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned non-discrimination factors.
- c. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by Contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**27. Utilization of Minorities, Women, City of Los Angeles Lower Income Residents and Businesses**

The Contractor acknowledges and agrees that it is the policy of the LADF to promote and ensure economic advancement of minorities and women as well as other economically disadvantaged persons through employment and in the award of contracts and subcontracts in the City of Los Angeles. The Contractor shall use its best efforts to the greatest extent feasible to provide outreach to minorities, women, and other employees, contractors and subcontractors possessing the necessary skill, and expertise, and who can render the services in a cost effective and efficient manner.

- a. Utilization of Minority, Women and Other Businesses M/W/OBE

The Contractor shall use its best efforts to the greatest extent feasible to seek out and award and require the award of contracts and subcontracts to contracting firms which are located or



owned in substantial part by persons residing in the City of Los Angeles, and to provide outreach to minority owned, women-owned, and other firms.

b. **Utilization of City of Los Angeles Residents**

The Contractor shall, to the greatest extent feasible, employ a labor force in all categories that is comprised of residents of the City of Los Angeles. The Contractor shall also, to the greatest extent feasible, require that such labor force be proportionately representative of minorities and women residing in the City of Los Angeles. This paragraph shall require the reasonable best efforts of the Contractor but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation to qualify such person for the job. The Contractor, subcontractor or bidder certifies and agrees that it shall make a good faith effort to include within its employ, thirty percent (30%) of aggregate number of new hires from City of Los Angeles residents.

**28. Clean Air Provisions**

The Contractor shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et Seq.), as amended. Violations shall be reported to the Department of Housing and Urban Development, the City of Los Angeles and the Regional Office of the Environmental Protection Agency.

**29. Americans With Disabilities Act**

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

**30. Contractor Discount**

Contractor agrees to offer the LADF any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this Agreement which meet the discount terms.

**31. Child Support Assignment Orders**

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**32. Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies**

All Contractors and their subcontractors doing business with the LADF shall be required to comply with the City of Los Angeles's Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies. The following provides a summary of the foregoing policies which can be requested and provided in full.

#### **A. Living Wage and Service Contractor Retention Policies**

1. Unless otherwise exempt in accordance with the provisions of these Policies, this Contract is subject to the applicable provisions of the Living Wage Policy (LWP) and the Service Contractor Retention Policy (SCRP), as amended from time to time.
  - a. Unless otherwise exempt in accordance with the provisions of these Policies, this Contract is subject to the applicable provisions of the Living Wage Policy (LWP) and the Service Contractor Retention Policy (SCRP), as amended from time to time.
  - b. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWP. Contractor shall require each of its subcontractors within the meaning of the LWP to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the LADF within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWP concerning compliance with such federal law.
  - c. The Contractor, whether an employer, as defined in the LWP, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the LADF with regard to the employer's compliance or anticipated compliance with the LWP, for participating in proceedings related to the LWP, for seeking to enforce his or her rights under the LWP by any lawful means, or otherwise asserting rights under the LWP. Contractor shall post the Notice of Prohibition Against Retaliation.
  - d. Any Subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of LWP and the SCRП, and shall incorporate the "Living Wage Policy and Service Contractor Retention Policy" language.
  - e. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative LADF, which may be amended from time to time.
2. Under the provisions of the LWP and SCRП the LADF shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the LADF determines that the subject Contractor has violated provisions of the LWP and/or the SCRП.
3. Where under the LWP the designated administrative LADF has determined (a) that the Contractor is in violation of the LWP in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the LADF in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the LADF may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWP and disposed of under procedures there described through final and

binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the LADF. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### 4. Earned Income Tax Credit

This Contract is subject to the provision of the LWP requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

### **B. Equal Benefits Policy**

Unless otherwise exempted in accordance with the provisions of the LADF's Equal Benefits Policy (EBP) this Agreement is subject to the provisions of the EBP as amended from time to time.

1. During the performance of this Agreement, the Contractor certifies and represents that it will comply with the EBP. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the LADF, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the EBP may be obtained from the Office of Contract Compliance at (213) 847-6480.

2. Failure of the Contractor to comply with the EBP will be deemed to be a material breach of the Agreement by the LADF.
3. If the Contractor fails to comply with the EBP the LADF may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the LADF. The LADF may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBP may be used as evidence against the Contractor in actions taken pursuant to the provisions of the LADF's Contractor Responsibility Policy.
5. If the Designated Administrative Agency (DAA) determines that the Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBP, the LADF may terminate the Agreement. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LADF's Contractor Responsibility Policy.

### **C. Contractor Responsibility Policy**

Unless otherwise exempt in accordance with the provisions of the LADF's Policy, this Agreement is subject to the provisions of the Contractor Responsibility Policy (CRP), which requires the Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Policy, by signing this Agreement, the Contractor pledges, under penalty of perjury, to comply with all applicable Federal, state and local laws in the performance of this

Agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

1. Notify the LADF within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable Federal, state and local laws in performance of this Agreement;
2. Notify the LADF within thirty (30) calendar days of all findings made by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of the CRP;
3. Ensure that its subcontractor(s), as defined in the CRP, submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the CRP, comply with the requirements of the Pledge of Compliance and the requirement to notify the LADF within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated the CRP in performance of the subcontract.

### **33. Construction of Provisions and Titles**

All titles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the LADF or the Contractor.

### **34. Number of Originals**

The number of original texts of this Agreement shall be at least equal to the number of the parties hereto, one text being retained by each party.

Note: The word Contractor refers to any person, firm, organization, etc. awarded an Agreement by the LADF.