

PROFESSIONAL SERVICES AGREEMENT

**Contractor: Community Development Technologies Center
(Public Allies Los Angeles)**

**Regarding: Department of Neighborhood Empowerment
Agreement for Contractor to provide Apprenticeship
Outreach and Community Services**

Said Amendment is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
AND
COMMUNITY DEVELOPMENT TECHNOLOGIES CENTER,
PUBLIC ALLIES LOS ANGELES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the CITY, acting by and through its Department of Neighborhood Empowerment, hereinafter referred to as the DEPARTMENT, and Community Development Technologies Center (“Public Allies Site”) a nonprofit organization contracted by Public Allies, Inc. to operate the Public Allies Los Angeles AmeriCorps site, hereinafter referred to as the CONTRACTOR.

W I T N E S S E T H

WHEREAS, the DEPARTMENT has been mandated by the City Charter, the Plan for Citywide System of Neighborhood Councils and other enabling documents to implement and oversee various CITY ordinances, procedures and regulations related to the Citywide System of Neighborhood Councils, including the provision of providing operational support in order to further the goals and objectives of the Neighborhood Councils; and

WHEREAS, the goals and objectives of the Neighborhood Council system are as follows: to promote public participation in CITY governance and decision-making processes so that government is more responsive to local needs and requests, and so that more opportunities are created to build partnerships with government to address local needs and requests; to promote and facilitate communication, interaction, and opportunities for collaboration among all Neighborhood Councils regarding their common and disparate concerns; to facilitate the delivery of CITY services and CITY government responses to Neighborhood Councils' problems and requests for assistance by helping Neighborhood Councils to both identify and prioritize their needs and to effectively communicate those needs; to ensure equal opportunity to form Neighborhood Councils and participate in the government decision-making and problem solving process; to create an environment in which all people can organize and propose their own Neighborhood Councils so that they develop from the grassroots of the community; and to foster a sense of community for all people to express ideas and opinions about their neighborhoods and their government; and

WHEREAS, the CONTRACTOR has established the Public Allies Apprenticeship Program (“Program”), an AmeriCorps program funded by the Corporation for National and Community Service (CNCS) and subject to the provisions and regulations of AmeriCorps (see Exhibit B), the purpose of which is to recruit and select young adults (collectively, the “Members”; individually, a “Member”) for training and placement in

public interest groups, community-based organizations, government agencies and other organizations working for community impact; and

WHEREAS the Neighborhood Council system is intended to be inclusive of all communities in the City of Los Angeles, and the DEPARTMENT has an obligation to reach out to those segments of the community that are not currently and adequately represented in the Neighborhood Council system, to educate them about civic engagement and City services available to them.

WHEREAS, the DEPARTMENT has an immediate and urgent need for targeted local outreach and engagement, directed towards socially and economically disadvantaged stakeholders to encourage them to participate in the Neighborhood Council system. These disadvantaged groups have shown a tendency not to engage civically. The DEPARTMENT has a need to retain services to increase participation at the grassroots level in the Neighborhood Council system (hereinafter "Services"); and

WHEREAS, the Services must leverage the CONTRACTOR's unique program dedicated to advancing social justice and equity by engaging and activating the leadership capacity of young adults. CONTRACTOR is dedicated to developing the most marginalized community members for careers in community-based work; and

WHEREAS, the CONTRACTOR possesses the breadth of knowledge and experience, working specifically to identify the most marginalized community members, including, but not limited to intersectional folks who identify as working class, People of Color, LGBTQIA+, Opportunity Youth, homeless and formerly homeless, formerly-incarcerated and transition age (formerly foster youth), that preclude other suppliers from providing comparable Services to the DEPARTMENT. Based on this specific knowledge and experience gathered while conducting outreach, CONTRACTOR will be able to complete and prepare a statistical analysis report that incorporates their collected data for the DEPARTMENT to learn and improve upon outreach activities; and

WHEREAS, the CONTRACTOR possesses the breadth of knowledge and experience, connecting community members to educational pathways. The official Operating Partner for the Public Allies Los Angeles Program, Community Development Technologies Center (CDTech), developed and has continued to operate the nation's first and, to date, only state-approved certificate and AA degree program in Community Planning and Economic Development. Working in strategic partnership with the Labor Studies Department that administers the program at Los Angeles Trade-Technical College, CONTRACTOR is able to offer the only AmeriCorps or other internship program in Los Angeles that provides this higher education and career pathway in community development. All Members are enrolled in the college classes that are taught by industry practitioners to develop a deep understanding of the theory, practice, skills and tools in this field. CONTRACTOR is also the only AmeriCorps program in Los Angeles to provide a community service learning component that is specifically designed to support the AmeriCorps member in applying this academic knowledge and

technical skills in the community to further multi-sector collaborative strategies (SLATE-Z Promise Zone, South LA Building Healthy Communities Initiative, CD-9 Coalition) through a focused community development project addressing the needs of underserved communities. CONTRACTOR places an emphasis on a higher education and career pathways model, and, through this one-of-a-kind program, Members are encouraged and supported in continuing their education in the program to earn the certificate or AA degree. This precludes other suppliers from providing comparable Services to the DEPARTMENT; and

WHEREAS, reaching the underrepresented communities of Los Angeles is a must and not an option. Placements from the community are the only way to understand these underrepresented communities. Whereas many nonprofits hire from experience, a member placement will give them experience in areas where they may never have access, i.e. City Hall. In addition, Members receive over 300 hours of training on community engagement, asset mapping, and community development. In the past, the DEPARTMENT has hired professionals to come train staff on a variety of topics. By utilizing a Member placement, they will train DEPARTMENT staff on the aforementioned topics and additional topics such as leadership, conflict resolution, and diversity training (LGBTQIA+) at no additional charge. Targeted outreach to underrepresented areas can be the sole focus of the Members as they will help the DEPARTMENT develop and implement plans for effective outreach to specific underrepresented communities; and

WHEREAS, the CITY does not have available in its employ personnel with sufficient expertise to undertake and accomplish the aforementioned Services in a timely manner; therefore, the CITY desires to secure a qualified contractor to accomplish this end; and

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

WHEREAS, the CONTRACTOR represents it is experienced in providing Services of the type required and has indicated its willingness to perform such Services, and it is in the City's best interest, from a feasibility and economical aspect, to secure said Services from the CONTRACTOR; and

WHEREAS, the Services to be performed by the CONTRACTOR are of an expert and technical nature and are temporary and occasional in character and the competitive process is not practicable or advantageous to the CITY; and

WHEREAS, the CONTRACTOR, is exceptionally qualified by virtue of technical expertise; and,

NOW, THEREFORE, in consideration of the above premises, and of the terms, covenants and conditions hereinafter set forth, the CITY and the CONTRACTOR agree as follows:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The Department of Neighborhood Empowerment of the City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Room 2005, Los Angeles, California 90012.
- B. The CONTRACTOR, Community Development Technologies Center ("Public Allies Site"), having principal offices at 520 W. 23rd Street, Los Angeles, CA 90007.

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the CITY shall be, unless otherwise stated in the Agreement:

Grayce Liu, General Manager
Department of Neighborhood Empowerment
City of Los Angeles
200 N. Spring Street, Room 2005
Los Angeles, CA 90012

With copy to:

Armando Ruiz, Director of Administrative Services
Department of Neighborhood Empowerment
City of Los Angeles
200 N. Spring Street, Room 2005
Los Angeles, CA 90012

And additional copy to:

Office of the City Attorney

Neighborhood Council Advice Division
200 N. Main Street, Room 700
Los Angeles, CA 90012

2. The representative of the CONTRACTOR shall be:

Benjamin Torres, President and CEO
CDTech / Public Allies Los Angeles
520 W. 23rd Street
Los Angeles, CA 90007

With copy to:

Kristine Williams, Vice President of Strategic Initiatives
Community Development Technologies Center (CDTech)
520 W. 23rd Street
Los Angeles, CA 90007

And additional copy to:

Carlos M. Arceo, Director
CDTech/Public Allies Los Angeles
520 W. 23rd. St.
Los Angeles, CA 90007

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

§103. Independent CONTRACTOR

The CONTRACTOR is acting hereunder as an independent CONTRACTOR and not as an agent or employee of the CITY. No employee of the CONTRACTOR has been, is or shall be an employee of the CITY by virtue of this Agreement. CONTRACTOR shall not represent or otherwise hold itself or any of its directors, officers, partners, associates, employees or agents to be an agent or employee of the CITY.

II. TERM AND SERVICES TO BE PROVIDED

§ 201. Term of Performance

The term of this Agreement shall commence on September 1, 2018 and shall end on June 30, 2019, unless terminated as provided elsewhere in this Contract or extended by written amendment to this Contract.

§ 202. Purpose of Agreement

The purpose of this Agreement is to retain the services of the CONTRACTOR to provide services related to apprenticeships and targeted community outreach to the DEPARTMENT.

§ 203. Scope of Services

During the term of this Agreement, CONTRACTOR will provide two (2) Members (one (1) First-Year Member, and one (1) Second-Year Member), through June 30, 2019.

§ 203.1 Duties and Responsibilities of CONTRACTOR

CONTRACTOR shall:

- A. Use its best efforts to recruit and select Members for the Program, and to provide information regarding certain Members to the DEPARTMENT in sufficient detail to permit it to evaluate their suitability for the Position;
- B. Work with the DEPARTMENT on training a Member applicable to the Position, and use its best efforts to train Member both during the initial 7-day core training phase and during four days (all of which will be a regular business day) of every month of the Term;
- C. Work with the DEPARTMENT to identify and reach out to those segments of the community that are not currently and adequately represented in the Neighborhood Council system including, but not limited to intersectional folks who identify as working class, People of Color, LGBTQIA+, Opportunity Youth, homeless and formerly homeless, formerly-incarcerated and transition age (formerly foster youth), to educate them about civic engagement and City services available to them;
- D. CONTRACTOR, through its Members will train the DEPARTMENT staff on topics such as community engagement, asset mapping,

community development, leadership, conflict resolution, and diversity training (LGBTQIA+).

- E. CONTRACTOR, through its Members will help the DEPARTMENT develop and implement plans for effective outreach to specific underrepresented communities
- F. CONTRACTOR, through its Members will complete and prepare a statistical analysis report that incorporates their collected data for the DEPARTMENT to learn and improve upon outreach activities;

§ 203.2 Duties and Responsibilities of DEPARTMENT

DEPARTMENT shall:

- A. Accept from CONTRACTOR information regarding potential Members, evaluate their suitability for the Position in good faith and, after evaluating a reasonable number of Members, use its best efforts to select Members for the Positions for the Term;
- B. For so long as Members remain with DEPARTMENT, permit Members to attend, off-site training for four business days per month of the Term as well as other AmeriCorps or other Public Allies Site required events, including, but not limited to core, mid-year and end-of-year retreats as outlined on the program year calendar;
- C. Provide CONTRACTOR with a clear, AmeriCorps-compliant position description (Exhibit C) that describes capacity building activities as requested, and ensures that member service activities are those outlined in the position description;
- D. Use the agreed upon position description in providing initial orientation to each Member during his/her first week at the DEPARTMENT;
- E. Provide each Member with a Supervisor or functional equivalent ("Supervisor"), Name and Title of Supervisor, who will provide ongoing guidance and coaching for each Member in fulfilling the duties of the Position and use their best efforts, with the aid of CONTRACTOR, to give necessary skills training applicable to the Position, and communicate with the CONTRACTOR in a timely and ongoing manner;
- F. Ensure that Supervisor attends two supervisor meeting(s) (including DEPARTMENT Orientation), all required trainings, and completes all required CONTRACTOR paperwork in a timely manner;

§ 203.3 Additional Agreements of the Parties

- A. Entire Amount Payable Under Agreement. Other than any amount payable by the DEPARTMENT to CONTRACTOR or payable by CONTRACTOR to the DEPARTMENT under Sections 301 or 302, neither shall be entitled to payment from the other under this Agreement.
- B. Evaluation. DEPARTMENT shall participate as necessary with relevant CONTRACTOR evaluation efforts. This includes, but is not limited to, defining and gathering specific data, including reporting procedures, quality control, analysis and interpretation, and other elements necessary and appropriate for the evaluation of the Program. DEPARTMENT will evaluate each Member's individual performance at the midpoint and end of each term as part of a complete program evaluation.
- C. Reporting Requirements. DEPARTMENT will provide CONTRACTOR, upon its request, with time logs or other relevant data prepared in the ordinary course of business of the DEPARTMENT, regarding the performance of the Member or Members placed with DEPARTMENT, to gather information on the achievement of AmeriCorps performance measures. In addition, the DEPARTMENT will promptly notify Public Allies Site if a placed Member exhibits erratic attendance, is injured, alleges harassment or otherwise stops or quits reporting to work.
- D. Non-displacement and non-duplication. DEPARTMENT shall not displace any volunteer, employee or position, including partial displacement such as through a reduction in hours, wages or employment benefits, as a result of the assistance available to the DEPARTMENT through any Member. No activity that enables each Member to perform meaningful and constructive service in agencies, institutions and situations where the application of human talent and dedication may help to meet human, educational, linguistic, public safety and environmental community needs shall infringe in any manner on the promotional opportunity of an employed individual or a volunteer. No Member shall perform a service or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee or by a volunteer. Any Program activities shall not involve the performance of services that would supplant the hiring of employed workers or volunteers or would otherwise be performed by an employee or volunteer, including an employed worker who recently resigned or was discharged, an

employee who is subject to a reduction in force, an employee who is on leave (terminal, temporary, vacation, emergency or sick), or an employee who is on strike or is being locked out.

- E. Hiring members as permanent staff. DEPARTMENT agrees not to hire Members into permanent staff positions until the term of service is complete. Hiring a Member prior to the end of service will result in the member not receiving the AmeriCorps education award.

III. PAYMENT

§ 301. Compensation and Method of Payment

CONTRACTOR will be paid Thirty Six Thousand Dollars (\$36,000) for the obligations specified in this agreement. CONTRACTOR will provide services from September 1, 2018 through June 30, 2019, a total of ten (10) months, or until such time as the funds allowed under this agreement are expended. The maximum amount for this contract is not to exceed Thirty Six Thousand Dollars (\$36,000) for the term of the contract as stated in Section 201.

At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services hereunder on September 1, 2018. The CITY hereby ratifies and accepts those services performed in accordance with this agreement and authorizes payment as provided by the terms of this agreement

§ 302. Payment Processing

The CONTRACTOR shall submit monthly invoices to the DEPARTMENT for payment in arrears of work that has been performed. The CONTRACTOR's invoices shall be accompanied by a statement. Each invoice shall specify the following: a) be submitted on the CONTRACTOR's letterhead; b) include Member(s) names and billing month; d) dates of work performed; e) total amount due and payable; f) Contract Number; and, g) signature of CONTRACTOR's authorized representative attesting that invoice submitted is true and accurate.

Funds shall not be released until the CITY has approved the submitted invoices and is satisfied with the documentation included with the invoice, inclusive of advanced payments on services and/or tasks for all parts of this project. Invoices and supporting documents shall be prepared at the sole expense and responsibility of the CONTRACTOR. Invoices shall be paid in accordance with standard CITY policies and procedures. If the CONTRACTOR does not spend all the funds in accordance with this Agreement, the unspent portion shall be returned to the CITY OF LOS ANGELES no later than 90 days after completion of contract.

Invoices and any supporting documentation shall be submitted to:

Grayce Liu, General Manager
Department of Neighborhood Empowerment
City of Los Angeles
200 N. Spring Street, Room 2005
Los Angeles, CA 90012

With copy to:

Armando Ruiz, Director of Administrative Services
Department of Neighborhood Empowerment
City of Los Angeles
200 N. Spring Street, Room 2005
Los Angeles, CA 90012

IV. OWNERSHIP

§ 401. Ownership

- A. CONTRACTOR acknowledges and agrees that all documents, reports, analyses, studies, drawings, information or data (hereinafter collectively referred to as "Materials"), originated and prepared by CONTRACTOR pursuant to the terms of this contract, are "Work Made For Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY for its use in any manner it deems appropriate.
- B. All documents and records (hereinafter collectively referred to as "Documents"), provided by CITY to CONTRACTOR shall remain the property of the CITY and shall be returned to the CITY upon termination of this Contract or at the request of the CITY.
- C. The provisions of Article IV survive termination of this Contract.

V. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

§ 501. Confidentiality

A. All documents, materials, and information provided to the CONTRACTOR by the CITY are considered confidential. CONTRACTOR agrees not to release documents, materials, nor disclose their content or any information contained in them, either orally or in writing, to any person, entity, or third party, unless specifically authorized in writing, in advance, by the CITY, as required by law.

B. The provisions of Article V survive termination of this Agreement.

VI. STANDARD PROVISIONS FOR CITY CONTRACTS

§601. Incorporation of CITY's Standard Provisions for Professional Services Contract

A. Standard Provisions for CITY Contracts

The CITY's Standard Provisions for Professional Services Contracts (Revised October 2017) are incorporated herein by reference. A copy of said Provisions is attached hereto as Exhibit A and made a part hereof. CONTRACTOR agrees to comply with all applicable requirements of this document and any other applicable policies or procedures.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirements to Possess All Valid Permits and Licenses

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the CONTRACTOR's profession, doing the same or similar work, under the same or similar circumstances. CONTRACTOR must possess and maintain all valid licenses and permits as required in order to perform the services described herein.

C. Compliance with Statutes and Regulations

CONTRACTOR, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles, and the City of Los Angeles. CONTRACTOR shall comply with any subsequent, new amended or revised laws, regulations, and procedures that may apply to the performance or of this Agreement.

D. Federal, State, and Local Taxes

Federal, State, and local taxes are the responsibility of the CONTRACTOR as an independent CONTRACTOR and not as a CITY employee.

VII. DEFAULT, SUSPENSION, TERMINATION AND AMENDMENTS

§ 701. Default

Should the CONTRACTOR fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to:

- A. Reduce the total budget and amounts due;
- B. Make any changes to the contents of this Agreement;
- C. Suspend services in accordance with §702 of this Agreement; or
- D. Terminate the Agreement.

§ 702. Suspension

The CITY may suspend all or part of the services for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) business days, the CONTRACTOR shall respond in writing to the CITY, setting forth the corrective actions which will be undertaken, subject to subsequent written CITY approval.
- C. Performance under this Agreement shall be automatically suspended without any notice from the CITY as of the date the CONTRACTOR is not fully insured in compliance with the CITY's Standard Provisions for Professional Services Contracts, attached as Exhibit A herein. Performance shall not resume without the prior written approval of the CITY.

§ 703. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) calendar days' written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the CONTRACTOR under this Agreement shall be retained or disposed of according to CITY policies and procedures.
- C. In the event that the CONTRACTOR ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide to the CITY copies of all records to this Agreement.
- D. Upon satisfactory completion of all termination activities, the CITY shall determine the total amount of compensation that shall be paid to the CONTRACTOR for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The CITY may withhold any payments due to the Contract until such time as the exact amount of any damages that may be due to the CITY from the CONTRACTOR is determined.
- F. The foregoing Subsections B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§704. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the CONTRACTOR shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) business days of such suspension or termination.

§705. Amendments

Any change in the terms of this Agreement, including changes to the services to be performed by the CONTRACTOR, and any increase or decrease in the amount of compensation, as agreed to by the CITY and the CONTRACTOR, shall be incorporated into this Agreement by a written amendment properly executed and signed by the representative(s) authorized to bind the parties thereto.

VIII. ENTIRE AGREEMENT

§801. Complete Agreement

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

In the event of any inconsistency between the provisions in the body of this Agreement, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for CITY Contracts attached hereto as Exhibit A, and incorporated herein by this reference.

§802. Ratification Clause

Due to the need for the CONTRACTOR'S services to be provided continuously on an ongoing basis, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

§803. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes 18 pages and four (4) attachments (Exhibits A, B, and C) which constitute the entire understanding and agreement of the parties.

A. GENDER AND NUMBER. ALL PRONOUNS SHALL BE DEEMED TO REFER TO THE MASCULINE, FEMININE, NEUTER, SINGULAR OR PLURAL AS THE IDENTITY OF THE ENTITY, PERSON OR PERSONS REFERRED TO MAY REQUIRE.

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

CITY OF LOS ANGELES

By: _____
GRAYCE LIU, General Manager
Department of Neighborhood Empowerment

Date: _____

CONTRACTOR

By: _____
BENJAMIN TORRES, President and CEO
Community Development Technologies Center (CDTech)

Date: _____

APPROVAL AS TO FORM:
MICHAEL N. FEUER, CITY ATTORNEY

By: _____
Elise Ruden
Deputy City Attorney

Date: _____

ATTESTATION: HOLLY L. WOLCOTT, CITY CLERK

By: _____
Deputy City Clerk

Date: _____

Contract No. _____
BTRC No.:

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability** _____

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

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

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

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

___ **Pollution Liability** _____

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

___ **Crime Insurance** _____

Other: _____



Policies and Procedures for Direct Supervisors of Public Allies AmeriCorps Members, 2017 - 2018

This set of policies and procedures accompanies the “Agreement” (contract) between Public Allies and Partner Organizations and provides further policy and procedural detail behind the obligations outlined in the contract. You are our partners in developing the uncommon and untapped human assets of our communities, and these policies are designed to ensure the most optimal experience for your organization and our Members.

Changes have been made to this document since the previous program year. You are responsible for understanding all of the material outlined below. Please review this document carefully, even if you’ve read prior iterations.

1. Partner Organization Supervisor Expectations

Over the course of the 10 month program, Public Allies expects direct supervisors of Public Allies AmeriCorps Members to act as a partner in developing the leadership assets of the Ally, which includes, but is not limited, to the following:

- A. Provide your Member a minimum of 1300 hours after the subtraction of Personal Time Off (up to 6 days allowed per the Member Contract).
- B. *Provide hands-on supervision and coaching for your Member in developing baseline professional working skills needed to carry out his/her work.*
- C. *Support and challenge your Member in meeting placement objectives and graduation requirements in order to graduate from the program.*
- D. *Provide appropriate office space for your Member.*

Provide a thorough orientation and any training necessary for your Member to provide capacity building services to your organization.

- E. *Complete all evaluations requested by Public Allies.*
- F. Review and approve your Member’s semi-monthly timesheet and monthly member service reflection online in the PISD (Personal Impact Service Documentation form) **within 4 business days of the end of the reporting period.** (Due to heightened auditing by the National Office, if the timesheets and service reflections are not approved by the Partner Organization Supervisor within 7 days of the end of the reporting period, the Ally will be pulled from placement until all the above are current. Your attention to this timing issue is most appreciated.)
- G. Consult with your Member’s Program Manager before changing your Member’s position description.
- H. Provide formal feedback to your Member on his or her performance at least twice during the program year. You must use Public Allies performance evaluation tools and are free to use any other tools your organization may use. These Supervisor of Member Performance assessments are due on January 15 and June 15.
- I. *Attend your Member’s end of the year presentation if interested*

J. Attend your Member's graduation scheduled for June 30..

2. Member Eligibility

In order to be placed, Public Allies Members must meet the following criteria:

- A. is at least 17 years of age by the start date;
- B. is a U.S. citizen or U.S. national or lawful permanent resident alien of the United States;
- C. has not earned the equivalent of 2 education awards or served more than 4 AmeriCorps State or National terms;
- D. has a high school diploma or GED;
- E. has a complete application on file (either online and noted as such in file; or a print copy is in file),
- F. satisfactorily completed a previous term of service if there is one; and
- G. passes a National Service criminal history check.

As a part of the National Service Criminal History check, Public Allies conducts a search of the National Sex Offender Public Website (NSOPW), statewide criminal history search, and/or FBI fingerprint check. Each of these checks must be initiated and the NSOPW results must be verified and documented prior to the Ally beginning his/her term of service. Any additional criminal history check your agency chooses to perform is at its own cost. *Public Allies may choose to share the results of its criminal history checks with your agency.*

An Ally who has passed the NSOPW and is awaiting results of the state and FBI checks may begin service, so long as they are physically accompanied while working with individuals from a vulnerable population, which is defined as someone under the age of 18, over the age of 60, or having a disability. Physical accompaniment can be provided by:

- An authorized representative who has previously been cleared for such access;
- A family member or legal guardian of the vulnerable individual;
- An individual authorized by nature of his/her profession to have recurring access to the vulnerable individual, such as an education or medical professional.

If an Ally is required to be accompanied while in service with your agency, you must document the dates, times, names and signatures of the individuals providing accompaniment.

3. Member Expectations

A. Each Public Allies AmeriCorps Member has entered into a "Member Contract" that clearly outlines the expectations, code of conduct and graduation requirements for each Member. As direct supervisors of the Public Allies AmeriCorps Members, it is essential that you read, understand and uphold those policies. Should you have any questions, please contact your Public Allies point person/Program Manager.

B. During the term of service, Members are expected to provide capacity building services to your organization. As a general rule, capacity building activities are indirect services that enable organizations to provide more, better and sustained direct services • Intended results of capacity building include the support or enhancement of a program delivery model, increasing, expanding or enhancing services, and enabling the organization to provide a sustained level of more or better direct services after your term of service has ended.

In general, capacity building activities are not solely intended to support the administration or operations of the organization, or activities that increase capacity during your term of service, but are not sustained when you leave.

C. In addition, the Member is expected, at all times while acting in an official capacity as an AmeriCorps and Public Allies Member, to:

- i. *Demonstrate respect towards others.*
- ii. *Follow directions.*
- iii. *Direct concerns, problems, and suggestions to his/her Public Allies Program Manager or appropriate staff member.*
- iv. *Not engage in any activity that is illegal under local, state, or federal law.*
- v. *Not engage in activities that pose a significant safety risk to others.*

4. Identification as an AmeriCorps Member

The Public Allies Apprenticeship is an AmeriCorps program and the Ally placed at your organization is a resource being provided by an AmeriCorps grant. As such, your organization is a beneficiary of the resources provided by the Corporation for National and Community Service.

The Partner Organization Supervisor must ensure that Allies identify themselves as Public Allies AmeriCorps members during public speaking opportunities. Member business cards should identify the Ally as a “Public Allies AmeriCorps Apprentice.”

5. Personal Impact Service Documentation (PISD)

Public Allies requires you to review and approve your Member's semi-monthly timesheets and monthly Member Service Reflections, submitted in the Personal Impact and Service Documentation (PISD) system, within 4 business days following the end of the reporting period. Your organization's reimbursement from Public Allies may be delayed if you do not approve your Member's timesheets and Reflections in PISD in a timely manner.

Your Member must complete a minimum of 1700 hours of direct service work (in combination with Public Allies' events such as Training/Team Service Days, retreats, etc.) between September 1, 2017 and June 30, 2018 in order to receive his or her Education Award. Your Member is expected to complete at least 1300 hours of service at the Partner Organization. Therefore, it is necessary for Public Allies to keep exact and strict documentation on the number of hours a Member is performing service. Your Member is responsible for submitting the forms in the Personal Impact Service Documentation online system within 2 business days following the end of the reporting period.

Public Allies requires your Member to maintain accurate records of attendance and timeliness. Absenteeism and tardiness may be grounds for penalization.

The attendance policy is as follows:

Public Allies has instituted the following regulations to assure that each Member attains at least 1700 hours of service. If you do not adhere to these attendance policies, your enrollment in Public Allies, final paycheck, and education award may be in jeopardy.

Retreats - Attendance is mandatory at all retreats. All time in attendance at retreats, including evenings, is Public Allies time. Compliance with Public Allies' policies is required throughout the period of each retreat.

Absences - Absences fall into one of two categories: unexcused absences and excused absences that are accounted for in your absence allotment. All absences, including holidays, must be recorded in the PISD time log.

Unexcused Absences - An unexcused absence is one in which proper absence notification is NOT GIVEN to your Partner Organization supervisor and/or your Program Manager. For any unexcused absence you will be subject to termination.

Excused Absences - An excused absence is one in which proper absence notification is given to your Program Manager and/or Partner Organization supervisor.

In addition to the holidays listed below, you are permitted **six (6)** excused paid absences. This allotment includes absences at both your Partner Organization and Training/Team Service Days. These absences can be used when you are sick or need to attend to personal business. As a part of the AmeriCorps/Public Allies program, you are not eligible to participate in your Partner Organization's vacation structure. Excessive absences from the Training/Team Service Days may result in release from the program.

Public Allies recognizes the following holidays:

- Labor Day
- Thanksgiving Day
- The Friday following Thanksgiving
- December 24th
- December 25th
- New Year's Day
- Memorial Day
- Fourth of July

In the case that your Partner Organization does not recognize these holidays, a Member may have the option of using any of the above dates at another time during the program year. For example, if a Partner Organization does not observe the Friday following Thanksgiving, the Member may use that day off later in the program year with proper Absence Request Documentation provided. Should your Partner Organization observe a holiday that Public Allies does not observe, you will be required to take that date as one of your personal days. Special situations will be handled on a case-by-case basis.

Absence Notification Process

- **Illness and emergency situations** - If you are going to be absent from your Partner Organization or from Training/Team Service Day due to illness or emergency, you must speak with your Partner Organization supervisor and/or Program Manager at least a half hour before the start of the work day. Once you have returned to work, you must promptly submit a completed absence request form to your Program Manager. Should you not speak with your Partner Organization Supervisor and/or Program Manager prior to the start of that workday, you will be charged with an unexcused absence which is cause for dismissal.
- **Other Absences** - When using one of your allotted personal days for a planned absence from the Partner Organization, an Absence Request form must be completed and submitted for approval to your Partner Organization Supervisor and Public Allies Program Manager at least two days in advance of your absence. Absence requests not submitted at least two days in advance may be denied by either Public Allies or your Partner Organization. If either party does not approve the absence request, the absence is considered denied. Absence requests for Training/Team Service Days must be completed and submitted for approval to your Public Allies Program Manager at least two days in advance of your absence. Absence requests not submitted at least two days in advance may be denied by Public Allies. Absences without prior approved documentation will be considered unexcused unless due to illness or emergency situations (see "Illness and emergency situations" section above). Any unexcused absence may be grounds for termination.
- **Jury Duty** - Absences for jury duty are paid absences and count towards the 1700 hours that are required to graduate from the Program. Approved absence request documentation should still be submitted following the above procedures; however, these days will not be deducted from your excused absence allotment.
- **Non-Public Allies Training Opportunities** - You may use two Training/Team Service Days to pursue training opportunities, retreats or conferences that are sponsored or supported by your Partner Organization. The following restrictions apply:

- Members may not miss more than a total of four Training/Team Service Days for any reason.
- The alternate training opportunities may only be used on regularly scheduled training/Team Service Days; they may not be used to miss any part of a Program retreat.
- The event you choose to attend must be relevant either to your work at your Partner Organization or to the outcomes of the Public Allies program.
- You must give your Program Manager at least one week's notice. Your Program Manager will use his/her discretion to either approve or deny the Alternate Training Opportunity. If the denied request is not observed by the Member, it will be considered an unexcused absence. Any unexcused absence is grounds for termination from Public Allies.
- These days are not subtracted from your excused absence allotment.
- Public Allies will not cover any costs or fees associated with these events.
- Missing any part of a Training/Team Service Day for an alternate training opportunity will count as an entire Alternate training opportunity. (ie: no 1/2 Alternate Training Days will be recorded.)
- Lunch Breaks - Allies **cannot** count time spent on lunch as hours served in PISD timesheets. Allies are expected to follow the lunch break policies of the Partner Organization with the expectation that the Member will have at least a 30-minute lunch break during the day. That means Allies must be at placement, including lunch, for 8.5 hours per day.

Failure to uphold these expectations may result in Public Allies terminating the relationship. It is the sole discretion of Public Allies to remove the Member from your organization at any point during the relationship, and to terminate its relationship.

The lateness policy as stated in the Member Policies and Procedures as it pertains to the placement is as follows:

You are expected to arrive on time to all Public Allies activities and all Partner Organization activities. On time is defined as zero minutes after the specified start time. Repeated tardiness will result in release from the Program.

Partner Organization - If you are going to be late to your placement site, you must call to notify your Partner Organization Supervisor and Public Allies Program Manager at least a half-hour before the scheduled start time, or as soon as you know you will not be on time. These incidents must be recorded and briefly explained in your Personal Impact Service Documentation (PISD) time log. Repeated tardiness at your placement will result in release from the Public Allies Apprenticeship Program.

6. Office Space

You must provide your Member with an appropriate office space. This should include a desk, telephone, internet access and necessary office supplies, a place to put work, and any other office arrangements that will allow a Member to perform to the best of his/her ability.

7. Orientation to Partner Organization

You must provide your Member with an orientation to your organization. An orientation is important in ensuring a proper understanding of your organization's philosophy, policies and procedures. At this time, you must outline your expectations for your Member. In addition, we request that you introduce your Member to your fellow coworkers and explain Public Allies.

8. Member-Staff Relations

In order to maintain healthy working relations with the Member placed at your organization, you are required to maintain a professional relationship with the Member. You may not consume alcohol or drugs with a Member (regardless of his/her age), and you may not engage in any sexual behavior with a Member.

9. Release and Dismissal Process

If you release/dismiss your Member, Public Allies requires you to:

- *submit a letter to Public Allies outlining the reasons your Member was dismissed*
- *return any unused money that Public Allies has paid your organization towards the Member stipend*
- *complete all required evaluations*

Public Allies is not required to consult with a partner organization when determining if a Member will be released from the program. If a Member is terminated from the Public Allies Apprenticeship program or leaves the Public Allies program for any reason, the Partner Organization may not hire or continue employing the Member for a period of six months after the termination.

10. Special Events

On occasion, your Member will be asked to represent Public Allies at special events and other activities. Public Allies will attempt to provide your Member with at least two days prior notice before the scheduled event. It is your Member's responsibility to obtain permission from you. If he or she attends the event without your approval, his or her absence will be counted as an unexcused absence.

11. Prohibited Activities

A. *Prohibited Activities* - The Member is expected, at all times while acting in an official capacity as an AmeriCorps and Public Allies Member not to engage in any of the following AmeriCorps Prohibited Activities, either directly or indirectly:

- *Attempting to influence legislation, including but not limited to lobbying for your program or state or local ballot initiatives or organizing a letter-writing campaign to Congress;*
- *Organizing or participating in protests, petitions, boycotts, or strikes;*
- *Assisting, promoting, or deterring union organizing;*
- *Conducting or assisting with a voter registration drive;*
- *Impairing existing contracts for services or collective bargaining agreements;*
- *Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;*

- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing, or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- Providing a direct benefit to:
 - A business organized for profit;
 - A labor union;
 - A partisan political organization;
 - A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying;
 - An organization engaged in the religious activities described above, unless CNCS assistance is not used to support those religious activities;
- Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- Providing abortion services or referrals for receipt of such services; and
- Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

Any hours spent engaging in prohibited activities will result in those hours not being approved or disallowed from being counted toward completion of an AmeriCorps term of service.

- vi. **Fundraising Guidelines:** The Public Allies AmeriCorps member cannot assist Public Allies or your Partner Organization with major fundraising efforts such as proposal writing, financial campaigns, endowment drives, solicitation of gifts and bequest, or similar activities designed for the sole purpose of raising general operating capital.

However, the Member is permitted to raise resources for a project that he/she is working on that provides immediate and direct support to a specific and direct service activity. Under no circumstances can the member assist with the preparation or submission of any grants to the Corporation for National and Community Service or any other federal agency. The member cannot raise funds to support the cost of his/her own position. Furthermore, the member may not spend more than 10% of his/her total hours on approved fundraising activities. Any fundraising activities must be discussed with and pre-approved by the Public Allies Program Manager.

12. Grievance Procedure

A. Public Allies has established a grievance procedure to resolve disputes concerning the suspension, dismissal, service evaluation, proposed service assignment, or any decision that materially limits, denies or terminates a Member's participation in the Program. This procedure is also extended to resolve disputes for any persons or entities impacted by the Program, including Partner Organizations. Informal efforts to resolve the dispute should be pursued before a formal grievance is initiated. A formal grievance may be filed in accordance with the Program's grievance procedure as set forth below.

- Non-Members wishing to file a grievance against the Program should contact the Public Allies Site Director.
- A Member grievance against a Partner Organization Supervisor or another Member should be filed with the Public Allies Site Director.
- A Member grievance against a Public Allies staff member other than the Site Director should be filed with the Public Allies Site Director.
- A Member grievance against the Public Allies Site Director should be filed with the Site Director's supervisor.

i. Time Limitations

Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance.

ii. Alternative Dispute Resolution (ADR)

The aggrieved party may seek resolution of a grievance through an informal, alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 days of the date of the alleged occurrence.

If the party chooses to proceed with ADR, a neutral party designated by the program will attempt to facilitate a mutually agreeable resolution. At the initial session of ADR, the neutral party must provide the aggrieved party with a written notice of his/her right to file a formal grievance and right to arbitration. The neutral party may not compel a decision.

If the matter is resolved, the terms of the resolution must be recorded in a written agreement, and the party must forgo filing any further grievance on the matter under consideration. Any decisions made by/with the neutral party is informal and non-binding unless both parties agree.

The proceedings must be informal and rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding is confidential. If the grievance is not resolved within 30 days of initiation, the neutral party must inform the aggrieved party of his/her right to file a formal grievance.

iii. Formal Grievance Proceeding

If the party is filing a grievance after participating in ADR, the neutral party may not participate in the formal grievance process. In addition, no communications or proceedings of the ADR may be referred to or introduced into evidence at the grievance and arbitration proceeding.

An aggrieved party may file a grievance hearing if (1) ADR fails to facilitate a mutually agreeable resolution, or (2) he/she chooses to proceed directly to the hearing without participating in ADR. Except for a grievance that alleges fraud or criminal activity, a request for grievance must be made within one year after the date of the alleged occurrence. A grievance hearing must be held no later than 30 days after the filing of such grievance, and a written decision must be made no later than 60 days after filing.

iv. Binding Arbitration

The aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision has been reached after 60 days of the filing of the grievance. The arbitrator must be

jointly selected and must be independent of the interested parties. If the parties cannot agree on an arbitrator, CNCS will appoint one within 15 days of receiving a request from one of the parties. An arbitration proceeding must be held no later than 45 days after the request for arbitration, or no later than 30 days after the appointment of an arbitrator by CNCS. An arbitration decision must be made no later than 30 days after the commencement of the arbitration proceeding. The cost of arbitration must be divided evenly between the parties unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as attorney's fees of the prevailing party.

If the grievance is regarding a proposed participant placement, the placement must not be made unless it is consistent with the resolution of the grievance.

v. Remedies

The remedies for a grievance filed under the above procedures may include:

- a. Prohibition of a placement of a participant;
- b. Suspension or termination of payments under the AmeriCorps grant allowing placement of the Ally; and
- c. In cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is a Public Allies Site or Partner Organization
 - Reinstatement of the employee to the position he or she held prior to the displacement;
 - Payment of lost wages and benefits;
 - Re-establishment of other relevant terms, conditions and privileges of employment; and
 - Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole;

vi. Enforcement

Suits to enforce arbitration awards under this section may be brought in any district court of the United States having jurisdiction of the parties, without regard to the amount in controversy and without regard to the citizenship of the parties.

13. Progressive Discipline Procedure

For most, if not all disciplinary issues, the Public Allies Los Angeles Team implements a progressive discipline procedure grounded in principles of understanding and supporting the Allies and their learning. However, that learning should never impede on the learning of others and/or the work that needs to be accomplished while at placement, or in program activities outside of placement. When it does, the process outlined below is followed:

- **Verbal Warning** – A Public Allies Program Manager will issue a verbal warning directly to the Ally. Ally must be responsible for monitoring their progress after verbal warning.
- **Written Warning*** – A Public Allies Program Manager will issue a written warning to the Ally. This may be in the form of a written memo, e-mail or message via messenger service (text or other).
- **Corrective Action Period*** – Should the Ally's attendance/punctuality not improve, the Program Manager will place the Ally on a Corrective Action Period for a duration to be determined by the Program Manager. The Corrective Action Period will include a Corrective Action Plan which the Ally must agree and comply to and will remain in place during the period.
- **Reassessment Leave** – Should the Ally not meet their goals as outlined in the Corrective Action Plan, the Ally will be placed on leave without pay for a period as determined by the Program team. At this time it is the responsibility of the Ally to reflect and assess their actions and needs for successful program completion.

- **Return & Final Corrective Action Plan** – If the Ally, Program Team and Partner Organization representative feel the Ally is able to return, a final Corrective Action Plan will be put in place for a duration of time as determined by the team.
- **Termination** – Should issues not be remedied by the above steps, the Ally will be terminated from the program. Termination also disqualifies the Ally from receiving their Education Award or completing another Americorps term of service.

Acknowledgement Statement

I have read, understand and agree to uphold the Public Allies Los Angeles Policies and Procedures for direct supervisors of AmeriCorps members:

Signature of Direct Supervisor of Member

Date

Printed Name



Member Position Description Worksheet 2017-2018

Welcome!

Welcome to the beginning of what will be a rewarding partnership! You are joining a network of thousands of organizations that have partnered with Public Allies since 1992 to provide apprenticeships for diverse, emerging leaders who are driven by our values and committed to strengthening your organization and their community. The development of a strong position description is foundational to ensuring both you and the Member have a rewarding experience.

For more information on how Public Allies builds the capacity of our partners, please refer to our [Capacity Building Pre-Assessment](#).

As a reminder to all new agencies, we want to provide you with our official policy on prohibited activities for the Members. These are activities that all AmeriCorps Members are prohibited from participating in by federal law. Please review these policies ([available here](#) and included at the end of this document) and ensure the position you propose below is free of such activity, direct and indirectly.

Please feel free to contact us with any questions or concerns.

Sincerely,
Public Allies



Member Position Description

General Information

Partner Organization Name:

The Department of Neighborhood Empowerment

Member Position Title:

Outreach Assistant

Position Start Date:

9/1/2018

Position End Date:

6/30/2018

Supervisor Name:

Thomas Soong

Supervisor's Email Address:

thomas.soong@lacity.org

Issue Area (circle one):

Disaster Preparedness

Economic Opportunity

Healthy Futures

Education

Veterans & Military

Environmental Stewardship

In the delivery of this service, will the ally have recurring access to children (age 17 years or under), the elderly (age 60 or older), or persons with disabilities? (circle one)

Yes

No

Please list any additional requirements for this position (optional):



Capacity Being Addressed

What is the organization's mission statement?

The Department of Neighborhood Empowerment works to promote more citizen participation in government and make government more responsive to local needs. The Neighborhood Councils make up a citywide system that include representatives of many diverse interests in communities and have an advisory role on issues of concern to the neighborhoods

How will the Ally's capacity building activities help your organization deliver direct services more effectively?

Because of the Ally's work, it will allow us to build out our recruitment strategy and efforts and allow us meaningfully engage residents, educate them on resources, and opportunities for them

Describe the specific result(s) that will be sustained from the Member's service.

[Examples: 1. We will expand our wellness program to serve expectant mothers in Milwaukee's Harambee neighborhood. 2. We will have a new volunteer management system in place to ensure volunteers are trained and scheduled to meet organizational demand.]

We will be able to engage and educate a more robust and diverse group of residents who have not previously heard of our work, and the potential opportunities and resources available to them.



Service Objectives

In this section we want to gain more insight into Service Objectives - or major bodies of work - the Member will be completing to help your organization increase its capacity.

Each Service Objective is comprised of three components:

1. A narrative description of a key activity that must be accomplished by the Ally to achieve the result described above.
2. Selection of the activity or activities from the [List of Member Activities & Aligned Output Measures](#) that most closely align with the Service Objective. Must select at least 1. You can pick as many as are appropriate, although we recommend a maximum of 3 per Service Objective.
3. Indicate the Output Target Number the Member should achieve in order to the Service Objective and provide any additional information on the output necessary to provide clarity to the Member and others.

Example Service Objective

The Narrative: The Member will develop & implement a new community outreach plan for the wellness program connecting with potential clientele in Milwaukee’s Harambee neighborhood.

The Activities, Outputs, and Additional Details

Activity	Output Target #	Additional Details (optional)
Develop outreach plan for target beneficiaries/participants or volunteers	1	
Make community presentations to improve beneficiary recruitment	4	Member will make at least 4 presentations promoting the wellness program at events in the neighborhood

Note on Number of Service Objectives

We recognize that many positions could have more than one Service Objective, so we've provided space on the following pages for you to give details on up to four.



Service Objective 1 (Required)

Describe a key objective that must be met by the Ally to accomplish the result described above.

The Ally will support in the engagement of residents, organizations and community spaces who are unaware of the many resources and opportunities available to them through their local neighborhood councils. This will involve the development and execution of a strategic outreach and engagement plan, as well as the development and maintenance of the Neighborhood Councils’ outreach database for future engagement. The Ally’s work will not involve in/direct prohibited activities associated to partisanship or voter registration.

Select the specific activity or activities the Member will be completing for this Service Objective and setting a output target for the Member to achieve.

Review the [List of Member Activities & Aligned Output Measures](#) and identify the activity or activities that most closely align with the Service Objective described above. You can pick as many as are appropriate, although we recommend a minimum of 1 and a maximum of 3 per Service Objective. You can pick from more than one category.

Write the activity in the table below, then indicate the Output Target Number the Member should attain in order to achieve the Service Objective, and provide any additional information on the output necessary to provide clarity to the Member and others.

Activity	Output Target Number	Additional Details
<i>Ex. Make community presentations to improve beneficiary recruitment</i>	4	<i>Deliver at least 4 presentations on the wellness program at events in the neighborhood.</i>
Develop outreach plan for target beneficiaries/participants or volunteers	One plan per neighborhood	Outreach plan to engage least engaged residents, organizations and community spaces
Make community presentations to improve beneficiary recruitment	Number of presentations	Presentations to educate and inform residents, organizations, and community spaces about the resources, opportunities
Develop maintain database	Number of databases developed	Maintain and develop Neighborhood Council outreach database (people, organizations, community spaces)



Activities Prohibited for National Service

March 2018

AmeriCorps members are prohibited from directly engaging in any of the activities listed below. If members log any service hours doing any of these activities, those hours must be disallowed (removed from the member's time logs). Members will have to make up all disallowed hours.

1. Attempting to influence legislation, including but not limited to lobbying for your program or state or local ballot initiatives or organizing a letter-writing campaign to Congress
2. Organizing or participating in protests, petitions, boycotts, or strikes
3. Assisting, promoting, or deterring union organizing
4. Conducting or assisting with a voter registration drive
5. Impairing existing contracts for services or collective bargaining agreements
6. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office
7. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials
8. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing, maintaining or operating facilities devoted to religious instruction or worship, or engaging in any form of religious proselytization
9. Providing abortion services or making referrals for such services ([detailed guidance on this prohibited activity](#) released 9/27/17)
10. Providing a direct benefit to:
 - A business organized for profit, or a non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the IRS code of 1986
 - A labor union
 - A partisan political organization
 - An organization engaged in the religious activities described above.
11. Certain types of fundraising:
 - A Member cannot assist Public Allies or the Partner Organization with major fundraising efforts such as proposal writing, financial campaigns, endowment drives, solicitation of gifts and bequest, or similar activities designed for the sole purpose of raising general operating capital
 - However, a Member is permitted to raise resources for a project that the Member is working on that provides immediate and direct support to a specific and direct service activity
 - Under no circumstances can a Member assist with the preparation or submission of any grants to the Corporation for National and Community Service or any other federal agency
 - A Member cannot raise funds to support the cost of the Member's position
 - Furthermore, the Member may not spend more than 10% of the Member's total hours on approved fundraising activities, and these hours must be recorded appropriately
 - Any fundraising activities must be discussed with and pre-approved by the staff the Local Site has determined to do so



Examples of prohibited fundraising:

- Helping an organization plan its annual dinner or benefit that raises general operating funds
- Developing partnerships with the primary purpose of helping an organization increase its sales of products
- Recruiting volunteers for a general operating fund silent auction
- Selling memberships to an organization to support general operating costs

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the above activities.

General Marketing Activities in Ally Positions

General marketing for an organization is also prohibited. Sites must ensure that any marketing-related activities are for *specific programs*:

- AmeriCorps members may seek to build a nonprofit's capacity through marketing, public relations, and social media promotion efforts **so long as those efforts are in support of specific programs and services offered by the nonprofit organization**
- Engaging in marketing and promotions for the purpose of promoting the organization-wide brand or general operations is not allowable

Examples of allowable marketing activities:

- Promoting a particular program for a nonprofit through social media
- Translating and programming the Spanish-language version of a nonprofit's website in order to reach a new population
- Programming and maintaining the section of a nonprofit's website that is dedicated to the particular program an Ally is working on

Examples of non-allowable marketing activities:

- Developing a social media page for the purpose of promoting an organization's brand
- Designing a new logo for a nonprofit that will be used to promote the organization in general
- Creating or maintaining the general website of a nonprofit

Capacity Building & Direct Service

What is direct service?

Direct service is about serving clients and maintaining programs. Examples of direct service titles are Case Manager, Teacher, Soup Kitchen Server, and Call Center Manager.

Are Allies direct-service workers?

Allies are not direct service workers. Rather, Allies are part of enhancing direct services through capacity-building work. For example, in a soup kitchen setting, an Ally wouldn't be serving food -- but s/he could be improving how food is sourced and served so as to expand the kitchen's reach.

Can Allies ever do direct service?

Allies can engage in limited direct service to understand the organization's mission, client base, and current operating systems