

**34569**

SECOND AMENDMENT  
TO AGREEMENT NUMBER C-128974 OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CITY OF LONG BEACH DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
LABORATORY LEAD AND RADON TESTING FOR LEAD HAZARD REMEDIATION  
PROGRAM

THIS SECOND AMENDMENT to Agreement Number C-128974 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and City Of Long Beach Department Of Public Health And Human Services, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective October 1, 2016 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement;  
and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number 18-0106 approved by City Council on April 10, 2018 and concurred by the Mayor on April 13, 2018) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Fifteen Thousand Dollars (\$15,000)** for a new total of **Sixty-Three Thousand Seven Hundred Thirty Dollars (\$63,730)**; (b) adding an additional twelve (12) months for a new ending date of September 30, 2019; (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended as follows:

SECOND AMENDMENT

- §1. Amend Section 201, "Time of Performance", by deleting the current ending date of September 30, 2018, and replacing it with a new ending date of September 30, 2019.

This amendment adds an additional twelve (12) months for a total term of thirty-six (36) months.

- §2. Amend Section 301.A, "Compensation and Method of Payment" by deleting the contract total of Forty-Eight Thousand Seven Hundred Thirty Dollars (\$48,730) and replacing it with the new total of **Sixty-Three Thousand Seven Hundred Thirty Dollars (\$63,730)**.

This amendment adds **Fifteen Thousand Dollars (\$15,000)**.

- §3. Amend Section 431, "Fair Chance Initiative For Hiring Ordinance" by deleting it in its entirety and replacing it to read as follows;

§431 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.

- §4. Amend to add Section 432, "Data Protection" to read as follows;

§432 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.

§5. Amend to add Section 433, "Limitation of City's Obligation to Make Payment to Contractor" to read as follows;

§433 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.

§6. Amend to add Section 434, "Compliance with Identity Theft Laws and Payment Card Data Security" to read as follows;

§434 Compliance with Identity Theft Laws and Payment Card Data Security

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.

- §7. Amend to add Section 435, "Compliance with California Public Resource Code Section 5164" to read as follows;

§435 Compliance with California Public Resource 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.

- §8. Amend to add Section 436, "Possessory Interest Tax" to read as follows;

§436 Possessory Interest 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.

§9. Amend to add Section 437, "Disclosure of Border Wall Contracting Ordinance" to read as follows;

§437 Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§10. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

§11. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes six (6) pages which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed this 13<sup>th</sup> day of September, 2018

MICHAEL N. FEUER, City Attorney

By *Gawelley Eddy*  
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES  
Housing and Community Investment  
Department

Date 9/17/18

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By *[Signature]*  
Laura K. Guglielmo  
Executive Officer

By *Candice Ruter*  
Deputy City Clerk



Date 9-17-18

Executed this 20 day of August, 2018

Tom Modica  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

For: CITY OF LONG BEACH  
DEPARTMENT OF PUBLIC  
HEALTH AND HUMAN SERVICES

By *[Signature]*  
Patrick West  
City Manager

By *[Signature]*  
Linda T. Vu.  
Deputy City Attorney

City Business License Number: 0002538578-0001-5

Internal Revenue Service Number: [REDACTED]

Council File/CAO File Number: 18-0106 Date of Approval April 13, 2018

Said Agreement is Number C-128974 of City Contracts Amendment 2