

SECOND AMENDMENT
TO AGREEMENT NUMBER **C-123201** OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH LABORATORY
LABORATORY LEAD AND RADON TESTING

33435

THIS SECOND AMENDMENT to Agreement Number **C-123201** 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 the **City of Long Beach Department of Health and Human Services Public Health Laboratory**, 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 April 1, 2013 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 Council and Mayor (refer to CF # **14-1382**, approved on March 27, 2015 and concurred by the Mayor on April 2, 2015), which authorizes the General Manager of the Housing and Community Investment Department (HCID), to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of Nine Thousand Seven Hundred Seven Dollars (**\$9,707**) for a new total amount of Fifty-Seven Thousand Seven Hundred Thirty-Four Dollars (**\$57,734**); (b) adding an additional Twelve (12) months for a new ending date of March 31, 2016; and (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 March 31, 2015 and replacing with the new ending date of **March 31, 2016**.

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

- §2. Amend Section 301A Compensation by deleting the total dollar amount of Forty-Eight Thousand Twenty-Seven Dollars (**\$48,027**) for a new total amount of Fifty-Seven Thousand Seven Hundred Thirty-Four Dollars (**\$57,734**).

This amendment adds an additional Nine Thousand Seven Hundred Seven Dollars (**\$9,707**) for a new total amount of Fifty-Seven Thousand Seven Hundred Thirty-Four Dollars (**\$57,734**).

- §3. Amend and delete the following section to read as follows:

§408. Nondiscrimination and Affirmative Action

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, family status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) but not more than One Hundred Thousand Dollars (\$100,000), the Equal Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred Thousand Dollars (\$100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in

which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity/expression, transgender status, age, marital status, family status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§4. Amend and delete the following section to read as follows:

§409. Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, transgender status, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, transgender status, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, transgender status, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.

- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§5. Amend to add the following section to read as follows:

Section §430. Compliance with Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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.

- §6. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §7. This Amendment is executed in three (3) 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 21 day of August, 2015

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By [Signature]
Deputy/Assistant City Attorney
Date 8/25/15

RUSHMORE D. CERVANTES

General Manager
Housing and Community
Investment Department


ATTEST:

By [Signature]

HOLLY L. WOLCOTT, City Clerk

Executed this 22 day of July, 2015

By [Signature]
Deputy City Clerk
Date 8 25 15



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

(Contractor's Corporate Seal)

Assistant City Manager

APPROVED AS TO FORM

By [Signature]
Name: **Patrick H. West** EXECUTED PURSUANT
Title: **City Manager** TO SECTION 301 OF
THE CITY CHARTER.

7/27, 20 15
CHARLES PARKIN, City Attorney

By [Signature]
LINDA T. VU
DEPUTY CITY ATTORNEY

By _____
Name _____
Title _____

City Business License Number: 0002402408-0002-1

Internal Revenue Service ID Number: 95-6000733

CFDA Number: CDBG – 14.218

Contract/Amendments	Council File/CAO Number	Approval Date
Original Contract	12-0194	06/12/2013 and 06/18/2013
First Amendment	13-1395	04/08/2014
Second Amendment	14-1382	05/05/2015 and 05/08/2015

Said Agreement is the 2nd Amendment of Agreement Number C-123201 of City contracts.