

PROFESSIONAL SERVICES AGREEMENT

Between

**THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES**

And

WORKER RIGHTS CONSORTIUM

For

INDEPENDENT MONITOR TO ENFORCE SWEAT-FREE ORDINANCE

Agreement No. _____

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Agreement for

Independent Monitor to Enforce Sweat-Free Ordinance

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ATTACHMENTS

- Attachment A – Standard Provisions (10/03)
- Attachment B – Insurance Requirements
- Attachment C – Certification Regarding Compliance with Equal Benefits Ordinance
- Attachment D – Slavery Disclosure Affidavit

AGREEMENT No. _____

**Between
THE CITY OF LOS ANGELES
and
WORKER RIGHTS CONSORTIUM**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter "CITY") acting through its Department of General Services (hereinafter "Department"), and Worker Rights Consortium, a non-profit New York Corporation, (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY has the need to procure the services of an independent contractor to monitor activities of commodity contractors (hereinafter "suppliers") to ensure, in accordance with the CITY's Sweat-free Procurement Policy, that the rights of those working on commodity contracts are not denied, that they are fairly compensated, and that they are afforded safe working conditions; and

WHEREAS, the CONTRACTOR'S proposal was selected by the CITY as best meeting the requirement for providing the most effective monitoring and enforcement plan; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which, with the assistance of the CITY, the CONTRACTOR will perform the work and furnish the services as more particularly described herein for the consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above promises, covenants, representations and agreements set forth herein, the parties hereto agree as follows:

1.0 PARTIES TO THE AGREEMENT

1.1 Parties to the Agreement

The parties to this Agreement are:

- a.) The City of Los Angeles, a municipal corporation, having its principal office at 111 East First Street, Room 110 Los Angeles, CA 90012.
- b.) CONTRACTOR, Worker Rights Consortium, a non-profit New York corporation, having its principal address at 5 Thomas Circle, Northwest, 5th Floor, Washington, DC 20005.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to execute this Agreement and to whom formal notices, demands and communications will be given are as follows:

The CITY'S representative is, unless otherwise stated in the Agreement:

Alvin Y. Blain
General Manager & City Purchasing Agent
Department of General Services
111 E. First Street, Room 701
Los Angeles, CA 90012
Alvin.Blain@lacity.org

With copies to:

Raymond Richards
Contract Administrator
City of Los Angeles
Department of General Services
111 East First Street, Room 110
Los Angeles, CA 90012
Ray.Richards@lacity.org

The CONTRACTOR'S representatives are, unless otherwise stated in the Agreement:

Scott Nova
Executive Director
Worker Rights Consortium
5 Thomas Circle, Northwest
Washington, DC 20005

or

Douglas B Shaw
Board Member
Worker Rights Consortium
5 Thomas Circle, Northwest
Washington, DC 20005

With copies to:

Nancy Steffan
Project Director
Worker Rights Consortium
5 Thomas Circle, Northwest
Washington, DC 20005

1.3 Notices

Formal notices, demands, and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery

or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing, with the following exception. Written notice required under sections 13.1, 13.2 and 13.3 may be given by e-mail.

1.4 Notice Changes

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on December 1, 2006, and will terminate on November 30, 2007, unless terminated as provided under Section 10.0 (TERMINATION). The CITY, at its sole discretion, has the option to extend the term of the Agreement for two additional years, in one-year increments, with the same term and conditions.

3.0 WORK LOCATIONS, CITY PERSONNEL ACCESS, and WORKING HOURS

3.1 Work Locations

The work will be performed for the CITY at the CITY'S offices and/or off-site at CONTRACTOR'S offices or elsewhere when it is determined by CONTRACTOR and agreed to by the CITY'S Sweat-Free Ordinance Administrator identified in section 1.2 (hereinafter "CONTRACT ADMINISTRATOR"), that performing the work on an off-site basis would be more efficient or effective.

Travel, communication, and related expenses to or from any CITY or supplier/subcontractor location are to be born entirely by CONTRACTOR.

3.2 Access to City Personnel & Data

The CITY'S CONTRACT ADMINISTRATOR, who shall have a working knowledge of the CITY'S operations, available records and data, and other sources of information utilized by the CITY, will manage the Agreement and approve the work of CONTRACTOR. The CONTRACT ADMINISTRATOR shall be an employee of the Department of General Services and is responsible to the General Manager of the Department. The CONTRACT ADMINISTRATOR shall coordinate access to CITY personnel by CONTRACTOR and its subcontractors.

The CITY will provide CONTRACTOR with access to information reasonably available to the CITY and required by CONTRACTOR for its performance

hereunder on a mutually agreed upon schedule. The collection, storage, and dissemination of such records, data and other such information shall take place under procedures reasonably designed to ensure that all such information is complete, that the security and privacy of all such information is adequately provided for, and that such information shall be used only for the purposes as provided herein.

4.0 SERVICES TO BE PROVIDED

During the term of this Agreement and as requested by the CITY, CONTRACTOR will provide the following services on an as-needed basis:

- 4.1** CONTRACTOR will consult with The City Contract Administrator or his designee and CITY suppliers to determine methods and procedures to ensure effective monitoring and enforcement of the CITY'S Sweat-Free Ordinance, # 176291, (hereinafter "Ordinance"). Consultation shall include, but not be limited to, discussion of how to determine and/or document sub-supplier locations and identification of employees working on fulfillment of CITY Purchasing Agent commodity contracts.
- 4.2** CONTRACTOR will undertake a detailed study of vendor supply chains for the CITY'S Purchasing Agent commodity contracts to determine focus for monitoring & enforcement work. The study will focus on suppliers' and subcontractors' domestic and foreign facilities, the local labor environments, and a prioritization of any facilities that warrant further investigation.
- 4.3** CONTRACTOR will provide outreach services to educate workers, unions, and other stakeholders about the Ordinance, its applicability, and how to file compliance complaints.
- 4.4** CONTRACTOR will provide on-going, independent monitoring of CITY Purchasing Agent commodity suppliers and subcontractors (foreign and domestic), as described in this Agreement, to identify any labor, health, human rights and/or other violations related to the Ordinance.

5.0 WORK PLAN

5.1 Initial Consultations

CONTRACTOR will consult with The City Contract Administrator or his designee and CITY suppliers to determine methods and procedures to ensure effective monitoring and enforcement of the Ordinance. This process will include an initial set of consultations covering the following:

- 5.1.1** Discussion of procedures for the disclosure, by suppliers, of the names and locations of their sub-suppliers (and any suppliers or others performing work for those sub-suppliers);

- 5.1.2 Review of this disclosure information, as it is supplied, in order to identify and resolve, to the greatest extent possible, any inaccuracies or omissions;
- 5.1.3 Identification of a mechanism for determining which employees of suppliers and sub-suppliers are working on fulfillment of Purchasing Agent commodity contracts;
- 5.1.4 Outlining, for suppliers, how their obligations under the Ordinance are manifested at the workplace level and reviewing the methods through which suppliers and their subcontractors/sub-suppliers can ensure compliance with the Ordinance, with particular reference to methods for ensuring compliance by sub-suppliers outside of the United States; and
- 5.1.5 Outlining for suppliers the methods used by CONTRACTOR for investigation of complaints and remediation of worker rights violations and expectations the CITY has of suppliers and the relevant sub-suppliers in the event that worker complaints arise in the respective supply chain. After completion of these initial consultations, subsequent consultations with CITY suppliers shall occur on an as-needed basis.

Initial consultations shall conclude by the end of the third month of the contract period. Additional, ongoing consultation concerning implementation of the procurement living wage provision of the Ordinance may be required beyond month three.

A report of findings arising from the initial consultations and of compliance and monitoring methods identified shall be provided to the CITY by the end of the fourth month of the contract period. The report shall include the number of consultation hours billed and cost per session to that date.

5.2 Additional Consultations

CONTRACTOR will consult with CITY suppliers and The City Contract Administrator or his designee, as needed, throughout the contract term. CONTRACTOR will also consult other CITY staff, as appropriate, in the development of monitoring and enforcement procedures.

5.3 Supply Chain Analysis

CONTRACTOR will conduct a detailed study of the supply chains of suppliers holding CITY Purchasing Agent commodity contracts in order to identify potential areas of concern with respect to compliance with the Ordinance and

with respect to determining priorities for monitoring and enforcement work. This work will be based on the factory disclosure information provided by CITY commodity suppliers. From this research, the CONTRACTOR will generate a report on the geographic distribution of the factories of the CITY'S commodity suppliers, the labor rights environment and level of risk of violations in those countries where the concentration of supplier factories is heaviest, and monitoring priorities CONTRACTOR has determined based on this information.

This study shall be initiated as soon as CONTRACTOR receives adequate factory disclosure information from CITY suppliers. The study shall be completed within one month of receipt of adequate disclosure information.

5.4 Worker Education, Outreach, & Training

CONTRACTOR will conduct a program of education and outreach, where warranted, to workers and worker-allied organizations in the United States and in other countries where there is a substantial concentration of factories supplying to CITY commodity suppliers. This program involves meetings with the leaders of non-governmental organizations (including, but not limited to, human rights groups, women's organizations, community service organizations, and others) and unions in each country and training sessions for workers from factories supplying CITY commodity suppliers.

Worker training sessions shall be conducted by CONTRACTOR with the participation of representatives of local non-governmental organizations and/or unions that enjoy the trust of workers. Through this program, the following shall be accomplished:

- 5.4.1** Substantial numbers of workers will be informed of the applicability of the Ordinance to their workplace, the particular rights they enjoy under the Ordinance, and the means through which they can make complaints about violations of the Ordinance in their workplace;
- 5.4.2** Key non-governmental organizations and labor unions in each identified country, housing CITY supplier and/or sub-supplier factories, will be informed about the applicability and particulars of the Ordinance and about the role these groups can play as a conduit for worker complaints and in informing larger numbers of workers about the Ordinance and the complaint process.

The education and outreach programs will be initiated as soon as CONTRACTOR receives adequate factory disclosure information. The education and outreach program shall be carried-out throughout the remainder of the contract period, with training and outreach meetings occurring each month.

Reports providing details of these activities shall be provided to the CITY every three months after the program is initiated. The reports shall include the number of outreach hours billed and cost per session.

5.5 On-Going Monitoring

CONTRACTOR will conduct ongoing, fully independent monitoring of CITY suppliers' and subcontractors' facilities, both foreign and domestic, in order to identify potential violations of the Ordinance. The primary mechanism of this monitoring shall include, but not be limited to, confidential interviews with workers, conducted away from the factories, under conditions that make it possible for workers to speak candidly without fear of retaliation. This monitoring shall also include ongoing discussions with local non-governmental organizations and unions to solicit any information they may have concerning labor practices at particular facilities. In the course of the ongoing monitoring, CONTRACTOR may also visit particular facilities, interview factory managers and/or collect documentary evidence pertaining to potential violations of the Ordinance.

A program of ongoing monitoring shall be initiated as soon as CONTRACTOR receives adequate factory disclosure information. Monitoring shall be conducted throughout the remainder of the contract period.

5.6 Compliance Investigations

CONTRACTOR will investigate allegations of worker rights violations by CITY contractors/suppliers and/or their subcontractors. Each investigation shall involve the following elements:

- 5.6.1** Initial review of allegations made by workers or their allies or representatives to determine whether an investigation is warranted;
- 5.6.2** Extensive evidence gathering through off-site worker interviews, interviews with factory managers and supervisors, and review of documentary material, including factory personnel records and other factory documents, personnel records retained by individual workers, government and court documents, media reports, etc.;
- 5.6.3** Analysis of evidence and the determination with respect to each allegation as to whether a violation of the Ordinance has occurred;
- 5.6.4** Where violations have occurred, the formulation of recommendations for corrective actions, in close consultation with workers and their representatives;

- 5.6.5** Review of those recommendations with the CITY suppliers/contractors and/or subcontractors to develop a corrective action plan;
- 5.6.6** Ongoing consultation with the CITY supplier/contractors and/or subcontractors during implementation of the corrective action plan and the provision of guidance and assistance as needed (including, where warranted, training for management personnel);
- 5.6.7** Ongoing monitoring of the implementation of the corrective action plan, using off-site worker interviews and other evidence gathering methods to measure progress and identify any problems or delays;
- 5.6.8** Where applicable, training of management personnel on industry best practices to ensure future compliance;
- 5.6.9** Issuance of a detailed report on investigative findings, the evidentiary basis for these findings, recommended corrective actions, and the extent to which these recommendations have been implemented;
- 5.6.10** Consultation with CITY Contract Administrator or his designee during the investigation, especially with respect to any refusal by a CITY supplier/contractor to take action necessary to correct violations of the Ordinance.

Should these activities be required beyond the contract term, no additional billable charges will accrue to the CITY, without explicit written authorization from the CITY. Otherwise, CONTRACTOR may only accrue billable Deliverables through the last day of the contract term.

CONTRACTOR commits to performing two investigations during the contract term, if warranted and/or upon request of CITY. CONTRACTOR anticipates that both investigations, if warranted, will be underway by the end of the seventh month of the contract period.

In each investigation, findings shall be made and recommendations issued within two months of the inception of the investigative process, with remediation work continuing thereafter for an indefinite period, without regard to whether a subsequent contract for services has been executed or is being negotiated.

6.0 DELIVERABLES

6.1 Deliverables, Billing Rates, & Implementation Schedules

CONTRACTOR will provide the following Deliverables:

- 6.1.1** Provide a report of initial consultation findings and development of resulting monitoring procedures. Report should include, but not be limited to, discussion of how to determine and/or document sub-supplier locales and identification of employees working on fulfillment of CITY Purchasing Agent commodity contracts. This report is due by the end of the fourth month of the contract term. CONTRACTOR will be paid an hourly rate of \$50, and shall be compensated no more than \$5,000, for this Deliverable.
- 6.1.2** Provide a report of CITY supply chain study including, but not limited to supplier/sub-supplier locations, their associated working conditions and an explanation chosen monitoring elements and priorities. This report is due by the end of the third month of the contract term. CONTRACTOR will be paid an hourly rate of \$50, and shall be compensated no more than \$2,500, for this Deliverable.
- 6.1.3** Provide detailed reports of outreach services to educate workers, unions, and other stakeholders about the Ordinance, its applicability, and how to file compliance complaints. These reports are due every three months through end of contract term. CONTRACTOR will be paid an hourly rate of \$50, and shall be compensated no more than \$7,500, for this Deliverable.
- 6.1.4** Provide detailed reports regarding on-going activities, including locations, individuals, or organizations served, and outcomes. Additional information should include number of outreach hours billed and cost per 'session'. These reports are due every three months following initiation of outreach activities. CONTRACTOR will be paid an hourly rate of \$50, and shall be compensated no more than \$10,000, for this Deliverable.
- 6.1.5** Provide detailed reports of compliance investigations, if any, including but not limited to complaints, investigative findings, and efforts toward corrective actions associated with each investigation. CONTRACTOR has estimated that it can complete two compliance investigations during the contract term. Each report is due within two months of the commencement of investigations, if any. CONTRACTOR will be paid an hourly rate of \$50, and shall be compensated no more than \$25,000, for this Deliverable.

6.2 Reporting Requirements

In addition to and included with Deliverables reports, CONTRACTOR will provide the CITY with bi-monthly status reports of progress toward reaching target dates as outlined herein, including, but not limited to, any issues that may impact CONTRACTOR'S ability to provide Deliverables by target dates.

Any status report charges shall be invoiced with Deliverables as respective Deliverables become due.

CONTRACTOR will immediately inform the CONTRACT ADMINISTRATOR should any situation(s) develop, which may substantially affect CONTRACTOR'S ability to provide Deliverables as outlined in this Agreement. Any such deviation should be included in a status report, due immediately following any such development.

6.3 Review and Acceptance of Deliverables

The CITY will take the following actions with respect to the review and approval of all Deliverables.

6.3.1 Each Deliverable prepared by the CONTRACTOR will be subject to the approval of the CONTRACT ADMINISTRATOR or his/her designee. Such review and approval shall be solely for the purpose of determining compliance with the requirements of this Agreement and approval shall be granted if the Deliverable conforms in all material respects to the documented acceptance criteria established for each Deliverable. The CITY'S approval shall not be unreasonably withheld.

6.3.2 The CONTRACT ADMINISTRATOR, or designee, shall complete the CITY'S review of each Deliverable after delivery to CITY. The CONTRACT ADMINISTRATOR shall provide CONTRACTOR with approval of the Deliverable or a written statement identifying, with reference to the requirements of this Agreement, all deficiencies in such Deliverable and the corrective actions or changes to be made by the CONTRACTOR in order to make the Deliverable conform in all material respects to the requirements hereof. Approval of a Deliverable shall be deemed given if (a) the CITY submits to CONTRACTOR written acceptance of the Deliverable within the specified time frames in this Section, or (b) the CITY has not provided CONTRACTOR with a notice of deficiencies in writing for such Deliverable as specified herein within a mutually agreeable time period.

6.3.3 CONTRACTOR will have five (5) working days, or a mutually agreeable longer time period, after receipt of the CITY'S statement of deficiencies to make all requested modifications to the Deliverable or indicate a disagreement. Any disagreement will be resolved in the same manner as described in this Agreement. The CONTRACT ADMINISTRATOR, or designee, shall complete a review of the modifications made in response to the statement of deficiencies after delivery of the modified Deliverable, and shall notify CONTRACTOR in writing of acceptance or rejection of the Deliverable. The CITY'S

review and approval of such corrected or changed Deliverable shall be solely for the purpose of determining that corrections have been made to bring the Deliverable into compliance in all material respects to the acceptance criteria established for each Deliverable.

6.3.4 CONTRACTOR will not cease work on any other Deliverable pending approval of any Deliverable except to the extent that any other Deliverable is dependent upon a Deliverable needing approval.

6.3.5 To the extent that any Deliverables are or have been approved by the CITY pursuant to the terms hereof at any stage of CONTRACTOR'S performance hereunder, such Deliverables shall be deemed approved by the CITY, and CONTRACTOR will be entitled to rely on such approval, for purposes of all subsequent stages of CONTRACTOR'S performance hereunder.

6.4 Submission of Deliverables

Deliverables are due by each respective target date as outlined in this Agreement. CONTRACTOR will submit the original hard copy and electronic version of each Deliverable to the CONTRACT ADMINISTRATOR within five (5) working days of each respective target date.

Upon approval of any modified or corrected Deliverable, CONTRACTOR will submit one (1) original copy of each final Deliverable to the CONTRACT ADMINISTRATOR within five (5) working days of such modification or correction.

6.5 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by the CITY of any Deliverable, or any part thereof, shall not relieve CONTRACTOR of the responsibility to meet all of the requirements as set forth in this Agreement.

All reports referenced in this Agreement are to be provided in hard copy as well as in electronic format.

7.0 NON-EXCLUSIVE AGREEMENT

CONTRACTOR understands and agrees that this is a non-exclusive agreement to provide independent monitoring services to assist in enforcement of the CITY'S Sweat-Free Ordinance and that the CITY may enter into agreements with other parties to perform the same or similar services. Therefore, the CITY cannot guarantee the volume or amount of work to be required of CONTRACTOR under this Agreement.

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 Compensation

For complete and satisfactory performance of the terms and conditions of this Agreement, the CITY will pay CONTRACTOR a sum not to exceed Fifty Thousand Dollars (\$50,000). Said amount represents the maximum payment for all Deliverables to be provided by CONTRACTOR during the contract term.

8.2 Commitments

CONTRACTOR understands and agrees that it may not make any financial commitment on behalf of the CITY, incur any cost or expense on behalf of the CITY, or obligate the CITY to make payment for any costs or expenses.

8.3 Liability

CITY liability under this Agreement shall only be to the extent of the present appropriation to fund the Agreement. No action, statement, or omission of any officer, agent, or employee of CITY will impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Agreement.

8.4 Appropriation

The CITY has appropriated an amount not to exceed Fifty Thousand Dollars (\$50,000) for payment under this Agreement. This appropriation covers the maximum amount that may be paid during the one-year contract term with the description of Deliverables identified in this Agreement.

CONTRACTOR and CITY agree that no indebtedness for work performed, which results in costs under this Agreement shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY will appropriate funds for any successive fiscal years, CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Agreement.

CONTRACTOR will have no obligation to perform or deliver any further Deliverables as set forth in this Agreement, until and unless such further appropriations are obtained by the CITY.

8.5 Invoicing and Payment

CONTRACTOR will submit a monthly invoice to the CITY specifying the Deliverables produced and the total amount due. Upon receipt, the CITY will review the billing memorandum and, if accurate to the sole reasonable

satisfaction of the CITY, payment shall be authorized to be made through normal disbursement procedures.

8.6 Method of Payment

a. Invoices

To ensure that services provided under personal services contracts are measured against services as detailed in the contract, the Controller of the CITY has developed policy requiring that specific supporting documentation be submitted with invoices.

Billing & Invoicing Requirements

CONTRACTOR is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:

1. Name and address of CONTRACTOR
2. Name and address of CITY department being billed
3. Date of invoice and period covered
4. Contract number or authority (purchase order) number
5. Task Order or Notice to Proceed
6. Description of completed task and amount due for task, including:
 - a. Name of personnel working on task
 - b. Hours spent on task and timesheet supporting charges (if applicable)
 - c. Rate per hour and total due
7. Certification by a duly authorized officer
8. Discount and terms (if applicable)
9. Remittance Address (if different from company address)

All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate the contractor for costs incurred in invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

- b. CONTRACTOR must notify the Department of General Services within ten working days when the total billed or total billable amount has reached eighty percent (80%) of the total appropriated amount. Said notification must be sent to the CONTRACT ADMINISTRATOR at the CITY address listed in this Agreement.

8.7 Invoice Disputes

In the event any portion(s) of the invoices are not approved, the CONTRACT ADMINISTRATOR shall recommend payment for any approved portion and send a written notice to CONTRACTOR setting forth the reason(s) that the invoice was not approved as submitted. Upon receipt of such notice, CONTRACTOR may re-invoice the CITY for the approved portion of the invoice or correct the defect(s) identified in the CONTRACT ADMINISTRATOR'S notice. The CITY will pay the revised invoice in accordance with this Agreement, as soon as practicable after its submission and approval. If the CITY contests all or a portion of an invoice, the CITY and CONTRACTOR will use their best efforts to resolve the disputed portion(s) of the invoice. CONTRACTOR will have the right to halt further services until payment is received on past due invoices, which are not in good faith dispute between the parties.

9.0 RETENTION OF RECORDS

CONTRACTOR will also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the CITY. These records must be retained for a period of no less than thirty-six months following final payment made by the CITY hereunder or the expiration date of this contract, whichever occurs last. Said records will be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this contract or within the thirty-six months following the final payment made by the CITY hereunder or the termination date of this Agreement, whichever occurs last. CONTRACTOR will provide any reports requested by the CITY regarding performance of the Agreement.

10.0 TERMINATION

The CITY may terminate this Agreement, or any part thereof, for its convenience, upon giving CONTRACTOR thirty calendar days written notice, prior to the effective

date of such termination.

Upon receipt of said notice, CONTRACTOR will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. CITY will pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Hourly rates as described in the "Deliverables" Section of this Agreement shall be utilized to calculate work in progress, should the CITY exercise its right to terminate any part of this agreement. Thereafter, CONTRACTOR will have no further claims against CITY under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become CITY property upon date of such termination.

11.0 INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to the CITY in the performance of this Agreement is that of an independent contractor and not as an agent or employee of the CITY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension or any other CITY benefits. CONTRACTOR'S personnel performing services under this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees or subcontractors of CONTRACTOR and not of the CITY. Further, CONTRACTOR will pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

12.0 SUBCONTRACTORS

The parties understand that any government or non-government agencies (NGAs) that may be utilized by CONTRACTOR in fulfillment of this Agreement may be considered subcontractors to the CONTRACTOR. Nothing herein is intended to create a third party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Notwithstanding the fact that CONTRACTOR may be using subcontractors, CONTRACTOR remains fully responsible for complete and satisfactory performance of the terms of this Agreement.

13.0 CONFIDENTIALITY AND OWNERSHIP

13.1 Confidentiality

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to

CONTRACTOR by the CITY, and other documents to which the CONTRACTOR has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). The CONTRACTOR agrees that both during and after the term of this Agreement, CITY'S Confidential Information shall be considered and kept as the private and privileged records of CITY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of CITY. CONTRACTOR may publish the name, location and other pertinent details concerning factories engaged in the production of apparel for the CITY and may publish and disseminate reports and updates concerning the results of factory investigations and related research upon receiving written authorization of the CITY, which shall not be unreasonably withheld.

In cases where CONTRACTOR determines that the immediate publication or dissemination of reports and/or updates concerning the results of factory investigations is necessary to prevent irreparable harm to workers employed by vendors or their subcontractors, CONTRACTOR will notify CITY immediately in writing pursuant to sections 1.2 and 1.3 of this Contract. CITY will have no less than one full business day to make a determination regarding the publication or dissemination of such information, and shall provide CONTRACTOR with a written decision in that time. If the CITY determines that the publication or dissemination of such information is not appropriate and CONTRACTOR publishes or disseminates such information without written authorization from the CITY, CONTRACTOR hereby agrees that any such publication or dissemination shall be subject to the indemnification provisions contained in Section 14.2 of this Agreement. In addition, CONTRACTOR will notify CITY of such publication or dissemination at the time it occurs, and shall provide CITY with the contents of any communications issued.

13.2 Contractor's Interaction with the Media

CONTRACTOR will refer all inquiries from the news media to CITY, shall immediately contact CITY to inform CITY of the inquiry, and shall comply with the procedures of CITY'S public affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

In cases where CONTRACTOR determines that the immediate publication or dissemination of reports and/or updates concerning the results of factory investigations is necessary to prevent irreparable harm to workers employed by vendors or their subcontractors, CONTRACTOR will notify CITY immediately in writing pursuant to sections 1.2 and 1.3 of this Contract. CITY will have no less than one full business day to make a determination regarding the publication or dissemination of such information, and shall provide CONTRACTOR with a written decision in that time. If the CITY determines that the publication or dissemination of such information is not

appropriate and CONTRACTOR publishes or disseminates such information without written authorization from the CITY, CONTRACTOR hereby agrees that any such publication or dissemination shall be subject to the indemnification provisions contained in Section 14.2 of this Agreement. In addition, CONTRACTOR will notify CITY of such publication or dissemination at the time it occurs, and shall provide CITY with the contents of any communications issued.

13.3 News Releases, Publications, and Endorsements

The CONTRACTOR will not, during the term of this Agreement or at any time thereafter, release or authorize any publication, news release or promotional material that purports to be, in whole or in part, an endorsement or approval of the CONTRACTOR'S performance hereunder by the CITY. The term "CITY" as used herein includes its Departments, Bureaus, Offices and its officers, employees, agents and contractors.

In cases where CONTRACTOR determines that the immediate publication or dissemination of reports and/or updates concerning the results of factory investigations is necessary to prevent irreparable harm to workers employed by vendors or their subcontractors, CONTRACTOR will notify CITY immediately in writing pursuant to sections 1.2 and 1.3 of this Contract. CITY will have no less than one full business day to make a determination regarding the publication or dissemination of such information, and shall provide CONTRACTOR with a written decision in that time. If the CITY determines that the publication or dissemination of such information is not appropriate and CONTRACTOR publishes or disseminates such information without written authorization from the CITY, CONTRACTOR hereby agrees that any such publication or dissemination shall be subject to the indemnification provisions contained in Section 14.2 of this Agreement. In addition, CONTRACTOR will notify CITY of such publication or dissemination at the time it occurs, and shall provide CITY with the contents of any communications issued.

13.4 Ownership

It is understood and agreed that all materials created in the course of providing the services described in Section 4.0 (SERVICES TO BE PROVIDED) are being developed by the CONTRACTOR for the sole and exclusive use of the CITY and that the CITY will be deemed the sole and exclusive owner of all right, title, and interest therein. Such materials will be considered as "work made for hire" (as such are defined under the U.S. Copyright Laws) and, as such, will be owned by and for the benefit of the CITY. The CITY will not disclose the names and/or statements of witnesses interviewed in the course of factory investigations where CONTRACTOR determines this information to be confidential, unless compelled by law or court order. CONTRACTOR may not use or otherwise make public in any

manner, either for profit or not for profit, any of the information or documentation without the prior written consent of the CITY, unless compelled by law or court order. CONTRACTOR may publish the name, location and other pertinent details concerning factories engaged in the production of apparel for the CITY and may publish and disseminate reports and updates concerning the results of factory investigations and related research upon receiving written authorization of the CITY, which shall not be unreasonably withheld.

In the event that it should be determined that any of such materials does not qualify as a "work made for hire," CONTRACTOR will and hereby does assign to the CITY for no additional consideration, all right, title, and interest that it may possess in such materials, including, but not limited to, all copyright and other intellectual property rights relating thereto.

13.5 Requirements Apply to All Subcontractors

The CONTRACTOR will ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

13.6 Continued Requirements

The requirements of this Section survive termination of this Agreement.

14.0 INDEMNITY

14.1 General Indemnification

Other than claims brought by vendors and/or their subcontractors regarding CONTRACTOR findings of violations of City of Los Angeles Administrative Code labor practices, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage 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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the CONTRACTOR or its SUBCONTRACTORS of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

14.2 Special Indemnification

CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands

and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death, injury, or damages 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 CONTRACTOR's or its SUBCONTRACTOR's dissemination or publication of information without the written consent of CITY pursuant to the provisions of Section 13 of this Agreement. The indemnification provisions of this paragraph shall survive expiration or termination of this Contract.

15.0 STANDARD PROVISIONS

The CONTRACTOR must comply with the applicable requirements of the Standard Provisions for CITY Contracts (Rev. 10/03), attached hereto and incorporated herein by reference.

16.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between CITY and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence shall be as follows: the paragraphs in the body of this Agreement followed by the Standard Provisions for CITY Contracts.

This Agreement is executed in four (4) originals, each of which is deemed to be an original.

17.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the persons authorized to bind the parties hereto.

18.0 GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

[Signature page follows]

SIGNATURE PAGE

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

THE CITY OF LOS ANGELES
A municipal California Corporation

WORKER RIGHTS CONSORTIUM
a Non-profit New York Corporation

By _____
Alvin Y. Blain
General Manager and
City Purchasing Agent

By _____
Scott Nova
Executive Director

Date: _____

Date: _____

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

By _____
BETTINA J. SCHENDEL
Deputy City Attorney

By _____
Deputy City Clerk

Date _____

Date: _____

City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number _____