

0220-00540-1716

TRANSMITTAL

TO The City Council		DATE 03/24/2025	COUNCIL FILE NO.  21-1375
FROM The Mayor			COUNCIL DISTRICT Citywide

**Accessory Dwelling Unit Accelerator Program Extension and  
Proposed Amendment to the Contract with ONEgeneration  
for rental assistance payment processing and other services**

Transmitted for your consideration.  
See the City Administrative Officer report attached.

MAYOR

(Carolyn Webb de Macias for)

MWS:YC:VES:EAB:02250093c

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

Date: March 11, 2025

CAO File No. 0220-00540-1716

Council File No. 21-1375

Council District: Citywide

To: The Mayor

From: *for* Matthew W. Szabo, City Administrative Officer *Yolanda Chavez*

Reference: Los Angeles Housing Department transmittal dated January 30, 2025; Received by the City Administrative Officer on January 31, 2025; Additional information received through February 27, 2025

Subject: **EXTENSION OF THE LOS ANGELES ACCESSORY DWELLING UNIT ACCELERATOR PROGRAM AND REQUEST FOR AUTHORITY TO AMEND CITY CONTRACT NO. C-139995 WITH ONEGENERATION**

---

### RECOMMENDATIONS

That the Council:

1. Note and file the Los Angeles Housing Department (LAHD) transmittal dated January 30, 2025;
2. Authorize the continuation of the Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP) for up to two years, subject to the approval of the Mayor;
3. Authorize the General Manager of LAHD, or designee, to retroactively reinstate and amend Contract C-139995 with ONEgeneration to increase the maximum compensation amount by \$988,800 from \$2,965,487 to \$3,001,687 and extend the term by two (2) years through February 28, 2027, to provide tenant subsidies and fees for the LAADUAP in substantial conformance with the attached draft amendment (Attachment 1) subject to the contractor's performance, approval of the City Attorney as to form, and approval of the Mayor; and,
4. Instruct the General Manager of LAHD, or designee, to seek an exemption for one Senior Project Coordinator to oversee the LAADUAP pilot, in accordance with Charter Section 1001(d)(4), based on the position being grant-funded for a term of no more than two years, which may be extended for one additional year, for a maximum exemption period of three years.

## SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to continue the Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP) pilot for up to two additional years to allow sufficient time for program participants to transition to permanent housing. The LAADUAP provides subsidies to accessory dwelling unit (ADU) owners who lease to qualified low-income seniors. The LAADUAP also provides case management services to participants. The LAHD also requests authority to amend the contract with ONEgeneration (Contractor) to increase the contract amount and extend the term by two years.

Funding for the LAADUAP pilot is available within the Affordable Housing Trust Fund and the SB 2 Permanent Local Housing Allocation Fund. A total of \$4.4 million remains available for the LAADUAP pilot as follows:

<b>Table 1. LAADUAP Updated Funding Sources and Balances</b>				
Fund Name	Account	Total Allocated	Spent to Date	Balance
Affordable Housing Trust Fund	43VB50	\$2,415,952	\$839,086	\$1,576,866
SB 2 Permanent Local Housing Allocation Fund	43VB50	\$743,783	743,783	\$0
SB 2 Permanent Local Housing Allocation Fund	43WB50	\$1,417,609	\$61,306	\$1,356,303
SB 2 Permanent Local Housing Allocation Fund	43AB50	\$1,428,390	\$0	\$1,428,390
<b>TOTAL</b>		<b>\$6,005,734</b>	<b>\$1,644,175</b>	<b>\$4,361,559</b>

The LAHD expects the 15 remaining LAADUAP participants to transition to permanent housing by the end of February 2027. Once all participants transition to permanent housing, any remaining funds appropriated for LAADUAP will be released and made available for other eligible uses.

On January 26, 2021, the LAHD issued a Request for Proposal (RFP) to seek a contractor to provide rental assistance payment administration services for five years. The LAHD selected the Contractor as the best qualified proposer under the RFP. On March 18, 2022, the LAHD executed a contract with a maximum compensation of \$2,012,887 for a three-year term beginning March 1, 2022. The proposed amendment will extend the term by two years from three years to five years through February 28, 2027 and increase the maximum compensation by \$988,800 from \$2,012,887 to \$3,001,687. The proposed amendment is necessary to continue to provide rental and utility subsidies for LAADUAP participants, as well as provide funds for tenant emergencies. The original contract was approved by the Council and Mayor on March 11, 2022 (C.F. 21-1375).

To the best of this Office's knowledge, the Contractor has complied with all applicable City procedures and contracting policies.

The LAHD needs to seek an exemption in accordance with Charter Section 1001(d)(4) in order to continue the employment of the Senior Project Coordinator who oversees the LAADUAP pilot.

### **FISCAL IMPACT STATEMENT**

Funding for the proposed contract amendment is available within the Affordable Housing Trust Fund and the SB 2 Permanent Local Housing Allocation Fund. There is no General Fund impact.

### **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies in that one time expenditures will be supported by one time revenues.

### **Attachments**

*MWS:YC:VES:EAB:02250093c*

City of Los Angeles

Tiena Johnson Hall, General Manager  
Tricia Keane, Executive Officer

---

Anna E. Ortega, Assistant General Manager  
Luz C. Santiago, Assistant General Manager



Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT  
1910 Sunset Blvd, Ste 300  
Los Angeles, CA 90026  
Tel: 213.808.8808

---

[housing.lacity.gov](http://housing.lacity.gov)

January 30, 2025

Council File: 21-1375  
Council Districts: Citywide  
Contact Persons: Eric Claros (323) 273-5356  
Becky Gross (213) 808-8545

Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 300, City Hall  
200 N. Spring Street  
Los Angeles, CA 90012

Attention: Thomas Arechiga, Legislative Coordinator

**COUNCIL TRANSMITTAL: REPORT ON THE STATUS OF THE LOS ANGELES ACCESSORY DWELLING UNIT ACCELERATOR PROGRAM AND REQUEST A TWO-YEAR EXTENSION FOR THE CONTINUED OPERATION OF THE PROGRAM, INCLUDING INCREASING FUNDING AMOUNTS; REQUEST FOR AUTHORITY TO AMEND CITY CONTRACT NO. C-139995 WITH ONEGENERATION; AND CONTINUATION OF THE EXEMPTION FOR ONE SENIOR PROJECT COORDINATOR**

**SUMMARY**

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. This transmittal provides information on the status of the Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP) and requests a two-year extension to the program, including amending the contract with ONEgeneration to provide continued services for the existing Accessory Dwelling Unit (ADU) tenants; and an extension to the exemption of the related Senior Project Coordinator position (1538).

On March 11, 2022, the Mayor and City Council approved the LAADUAP as a three-year pilot program, commencing on March 1, 2022, and ending on February 28, 2025 (C.F. No. 21-1375). The program provides shallow rental subsidies to assist qualified tenants in renting Accessory Dwelling Units (ADU) at affordable rents. Qualified tenants are extremely low-income seniors, 62 or older, at or below 30% of the United States Department of Housing and Urban Development (HUD) Area Median Income (AMI). Through a competitive selection process, the City retained a service provider (ONEgeneration) to manage the LAADUAP. Immediately after program commencement, the LAADUAP operated at full

capacity and was able to provide short-term housing for 32 tenants. Since then, 17 tenants have transitioned into long-term housing, and the remaining 15 are on several waitlists for long-term housing. LAHD does not anticipate that all ADU tenants will be placed into permanent homes by the program's end date of February 28, 2025. Recognizing the urgent need for continued services, LAHD requests additional time to continue program operations.

## **RECOMMENDATIONS**

- I. That the Mayor review this transmittal and forward it to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
  - A. AUTHORIZE the continuation of the LAADUAP for two additional years from March 1, 2025, through February 28, 2027;
  - B. AUTHORIZE the General Manager of LAHD, or designee, to amend City contract C-139995 with ONEgeneration to increase the contract amount by \$988,800 for a revised total contract amount not to exceed \$3,001,687 and extend the contract term by two (2) years to February 28, 2027, to provide tenant subsidies and fees for the LAADUAP in substantial conformance with the enclosed draft document (Attachment 1), subject to the contractor's performance and subject to the approval of the City Attorney as to form;
  - C. RESOLVE that the existing Senior Project Coordinator position, Classification Code 1538, is APPROVED and CONFIRMED to be employed in LAHD to oversee the ADU Program and exempted in accordance with Charter Section 1001(d)(4) based on the position being grant-funded for a term of no more than two (2) years, which may be extended for one additional year, for a maximum exemption period of three (3) years; and,
  - D. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with Mayor and City Council actions on this matter, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

## **BACKGROUND**

In 2019, the Mayor's Office Innovation Team (i-team) launched the LAADUAP to strengthen the link between ADU growth and housing supply for households at risk of homelessness. With funding from Bloomberg Philanthropies, the program's initial phase focused on developing the idea with a small cohort of homeowners and determining how to scale this model across the City. In March 2022, the program was handed over to the LAHD. It became a three-year pilot program providing rent subsidies to ADU owners who leased their ADUs to extremely low-income seniors at or below 30% of Area Median Income (AMI) at an affordable price. LAHD provides rental subsidies to offset the difference in price between the current Fair Market Rents (FMR) for the equivalent dwelling unit and 30% of the tenant's annual income. In addition, the program offered case management services through ONEgeneration to assist seniors and landlords in navigating the ADU rental process. The LAADUAP is based on a successful

tenant-matching model that has provided affordable housing, supportive services, and alternative housing options for low-income and formerly homeless seniors since 1978. By participating in the LAADUAP, homeowners increase the City's affordable housing stock and do their part to make the City livable for all Angelenos.

### Program Outcomes

When the LAADUAP was initially launched, the City received overwhelming responses from homeowners and tenants. Staff documented inquiries from over one hundred tenants and one hundred seventy-five ADU owners who expressed an interest in participating in the program. Within the first six months, LAHD had enrolled thirty-two (32) tenants into the program and maintained a waiting list of many other people who also wanted to participate. As part of its implementation process, LAHD reached out to stakeholders in both public and private institutions to develop the concept of using ADUs as affordable housing. For example, LAHD contacted organizations such as the Housing Authority of the City of Los Angeles (HACLA), the Los Angeles Homeless Authority (LAHSA), Menorah Housing Foundation, Thomas Safran and Associates, and Linc Housing. HACLA assisted by registering ADU tenants on their waitlist for Section 8 housing vouchers and permanent supportive housing, providing the contact list of Section 8 landlords, and offering training on their Section 8 voucher program. LAHSA assisted by offering to register ADU tenants to the LA County Coordinated Entry System (CES). Ironically, none of the ADU tenants qualified because they were not considered "homeless" or at risk as defined by CES. However, LAHD was able to register tenants into the LAHSA Housing Management Information System (HMIS) database, which provided a greater opportunity for ADU tenants to be connected with available resources, including permanent housing. Of the initial thirty-two (32) tenants enrolled in the LAADUAP, ten (10) were placed into permanent homes; seven (7) relocated to other placements; three (3) are scheduled to move within the next six months; and the remaining twelve (12) continue to seek placement into permanent homes.

### Program Extension

LAHD is requesting an extension of the program for two additional years from March 1, 2025, through February 28, 2027, to allow time for existing ADU senior tenants to be placed into permanent affordable homes. According to the 2024 Greater Los Angeles Homeless Count conducted by LAHSA, there are over five thousand seniors age 65 or older who are currently experiencing homelessness in the City of Los Angeles. The growing number of seniors, coupled with the fact that by 2030 adults over age 60 will make up one-quarter of California's population (California's Master Plan for Aging, 2021), underscores the urgent need for programs such as this one to ensure stability for older adults.

### Program Funding

The remaining term of the LAADUAP program (inclusive of the ONEGeneration contract) will be funded through the balances remaining from sources previously allocated to the program, as shown in Table 1, below:

TABLE 1, LAADUAP FUNDING SOURCES AND BALANCES						
Fund Type.	Fund No.	Account	C.F.	TOTAL ALLOCATED	SPENT TO DATE	BALANCE
Affordable Housing Trust Fund (AHTF)	44G	43VB50	21-1375	\$2,415,952.21	\$839,086.23	<b>\$1,582,869</b>
SB 2 PLHA, Year 1	64R	43V920	19-0685-S1 - 2022	\$743,783.00	\$743,783.00	<b>\$0.00</b>
SB-2 PLHA, Year 2	64R	43W920	22-0600-S96 19-0685-S1 - 2022	\$1,417,609.00	\$0.00	<b>\$1,417,609</b>
SB-2 PLHA, Year 3	64R	43AB50	19-0685-S1 - 2024	\$1,428,390.00	\$0.00	<b>\$1,428,390</b>
<b>TOTAL</b>				<b>\$6,005,734.21</b>	<b>\$1,582,869.23</b>	<b>\$4,428,868.00</b>

As shown above, to date, LAHD has spent \$1,582,869.23 on operations and services (excluding staff and administrative costs). Previous expenditures were paid through the AHTF funds noted above and Year 1 Senate Bill 2 (SB-2) Permanent Local Housing Allocation (PLHA) funds. The program prioritized spending down the SB-2 funds due to grant funding deadlines; and encumbered the AHTF allocation as needed to cover the remaining program costs.

The additional \$988,800 LAHD is requesting to be added to the ONEgeneration contract will be covered by the above funding sources to pay for the following: 1) LAHD will pay ONEgeneration a fee of \$244,800 for contractual services (Attachment 1), and 2) the allowance for Tenant Subsidies, which is estimated at \$744,000 (\$652,800 for rent subsidies, \$61,200 for utilities, and \$30,000 for tenant emergencies that may arise). These amounts are the same as the current subsidies provided to the existing tenants using the HACLA Payment Standards. At the end of the extension period, any remaining funds will be disencumbered and returned to the appropriate Fund.

#### Staffing – Senior Project Coordinator (1538)

To ensure that adequate staffing is available for the ongoing operation of the LAADUAP, LAHD requests the authority to extend the exemption for the Senior Project Coordinator within LAHD for an additional two years, which may be extended for one additional year, for a maximum exemption period of three years. The exempt Senior Project Coordinator is the assigned Program Manager for the LAADUAP that oversees the program and ensures that work is performed according to applicable federal, state, and local requirements. The manager also solicits participation from ADU homeowners and acts as a liaison between ADU homeowners and tenants. The Senior Project Coordinator builds successful relationships with stakeholders and other permanent housing organizations to ensure that the LAADUAP residents can successfully transition into affordable permanent housing. Staffing costs are allocated through the annual budget process utilizing SB-2/PLHA administrative funding.

#### Cost Effectiveness

The ADU Pilot is a tenant-matching model that has placed lower-income individuals and households into an affordable place to live. In the current housing crisis, where the demand for housing is at its greatest,

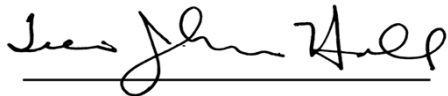


matching tenants to existing ADUs is more time-effective than new construction. New construction requires significantly more resources, financing, staff time, and takes about two years to complete. The LAADUAP program model results in immediate housing opportunities and prevents homelessness for a highly vulnerable population.

**FISCAL IMPACT**

There is no impact on the General Fund through the recommendations in this report. Funding from the Affordable Housing Trust Fund and Senate Bill 2 Permanent Local Housing Allocation grant award will pay for the LAADUAP activities.

Approved By:

A handwritten signature in black ink, appearing to read "Tiena Johnson Hall", is written over a horizontal line.

TIENA JOHNSON HALL

General Manager Los Angeles Housing Department

**ATTACHMENT:**

Attachment 1-First Amended And Restated Professional Services Agreement

---

CITY OF LOS ANGELES  
STANDARD LANGUAGE  
FIRST AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT

---

Agreement No.	C-139995
Project /Program Title:	Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP)
Contractor:	ONEgeneration
Type of Organization:	Non-profit
State Corporate Number:	C1387137
State Award Date:	11/18/2021
Research and Development Award:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Table of Contents

<b>I.</b>	<b>INTRODUCTION .....</b>	<b>3</b>
§101.	Parties to the Agreement .....	3
§102.	Representatives of the Parties and Service of Notices .....	3
§103.	Conditions Precedent to Execution of This Agreement.....	4
<b>II.</b>	<b>TERM AND SERVICES TO BE PROVIDED .....</b>	<b>5</b>
§201.	Time of Performance .....	5
§202.	Services to be Provided by the Contractor .....	5
<b>III.</b>	<b>PAYMENT .....</b>	<b>8</b>
§301.	Compensation and Method of Payment .....	8
<b>IV.</b>	<b>STANDARD PROVISIONS .....</b>	<b>10</b>
§401.	Construction of Provisions and Titles Herein.....	10
§402.	Applicable Law, Interpretation and Enforcement .....	10
§403.	Time of Effectiveness.....	11
§404.	Integrated Contract .....	11
§405.	Amendment.....	11
§406.	Excusable Delays.....	11
§407.	Waiver .....	12
§408.	Suspension.....	12
§409.	Termination .....	12
§410.	Independent Contractor .....	14
§411.	Contractor's Personnel.....	15
§412.	Assignment and Delegation.....	15
§413.	Permits.....	15
§414.	Claims for Labor and Materials.....	15
§415.	Current Los Angeles City Business Tax Registration Certificate Required .....	16
§416.	Retention of Records, Audit, and Reports .....	16
§417.	Bonds .....	16
§418.	Indemnification.....	16
§419.	Intellectual Property Indemnification.....	17
§420.	Intellectual Property Warranty.....	17
§421.	Ownership and License.....	17
§422.	Data Protection.....	18
§423.	Insurance .....	18
§424.	Best Terms .....	19
§425.	Warranty and Responsibility of Contractor .....	19
§426.	Mandatory Provisions Pertaining to Non-Discrimination in Employment .....	19
§427.	Child Support Assignment Orders .....	20
§428.	Living Wage Ordinance .....	20
§429.	Service Contractor Worker Retention Ordinance.....	20
§430.	Access and Accommodations .....	20
§431.	Contractor Responsibility Ordinance.....	21
§432.	Business Inclusion Program .....	21
§433.	Slavery Disclosure Ordinance .....	21
§434.	First Source Hiring Ordinance .....	22
§435.	Local Business Preference Ordinance .....	22
§436.	Iran Contracting Act.....	22
§437.	Restrictions on Campaign Contributions and Fundraising in City Elections .....	22
§438.	Contractors' Use of Criminal History for Consideration of Employment Applications .....	23
§439.	Limitation of City's Obligation to Make Payment to Contractor .....	23

ONEgeneration

First Amended and Restated C-139995

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards ..... 23  
 §441. Compliance with California Public Resource Code Section 5164 ..... 23  
 §442. Possessory Interest Tax ..... 24  
 §443. Confidentiality ..... 24  
 §444. Disclosure of Border Wall Contracting Ordinance ..... 24  
 §445. Compliance with State and Federal Statutes and Regulations ..... 24  
 §446. Conflict of Interest..... 33  
 §447. City’s Additional Remedies ..... 35  
 §448. Payment Does Not Imply Acceptance of Work ..... 35  
 §449. Work Not in Scope of Services..... 36  
 §450. Compliance With Current Applicable Safety Protocols And Laws ..... 36  
 §451. Prohibition Against Duplication Of Benefits ..... 36  
 §452. Contractor Data Reporting ..... 36  
  
**V. ENTIRE AGREEMENT ..... 37**  
 §501. Complete Agreement ..... 37  
 §502. Counterparts and Electronic Signatures ..... 37  
 §503. Ratification Clause ..... 37  
 §504. Number of Pages and Attachments..... 37  
  
**VI. SIGNATURE PAGE ..... 38**

Exhibits

Exhibit A      Required Insurance and Minimum Limits  
                     Insurance Contractual Requirements  
  
 Exhibit B      Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower  
                     Tier Covered Transactions  
  
 Exhibit C      Certification Regarding Lobbying  
  
 Exhibit D      Notice of Prohibition Against Retaliation  
  
 Exhibit E      Management Representation Statement  
  
 Exhibit F      Professional Fee Schedule

FIRST AMENDED AND RESTATED  
AGREEMENT NUMBER C-139995 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
ONEGENERATION

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and ONEgeneration (“Contractor”), a California non-profit corporation.

This Agreement completely amends, restates and replaces in its entirety that certain City of Los Angeles Agreement Number C-139995 executed by the City Clerk on March 18, 2022 and the First Amendment thereto, executed by the City Clerk on April 19, 2022. This Agreement is being amended and restated in order to add additional funds and to extend the term as set forth below.

**RECITALS**

WHEREAS, the Los Angeles Housing Department (“LAHD”), is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, LAHD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project that is the subject of this Agreement has been established by the City as one of the above-described programs, and has been funded in the LAHD budget by the California Department of Housing and Community Development (HCD)-Permanent Local Housing Allocation Plan (PLHA) Program (SB 2) and other eligible administered fund(s); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, on January 26, 2021, the City released a Request for Proposals (RFP) to select a contractor to process rental assistance payments to participating Accessory Dwelling Unit (ADU) homeowners and work with other permanent housing organizations to connect seniors to available programs and services (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, on March 11, 2022, City Council and the Mayor approved the execution of a contract (C-139995) with the Contractor to provide the Services for an amount not to exceed Two Million Twelve Thousand Eight Hundred Eighty-Seven Dollars (\$2,012,887), for a term of three (3) years commencing on March 1, 2022 and ending on February 28, 2025 (Council File Number 21-1375); and

WHEREAS, on March 11, 2022, City Council and the Mayor approved a first amendment to the Agreement to amend the services to be provided by the Contractor (Council File Number 21-1375); and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by the action of the Los Angeles City Council and the Mayor (Council File Number ##-#### adopted by City Council on Month Day, 202# and concurred by the Mayor on Month Day, 202#), which authorizes the General Manager of LAHD to amend the Agreement for the purpose of: (a) adding additional funds in the amount of **Nine Hundred Eighty-Eight Thousand Eight Hundred Dollars (\$988,800)** for a new total of **Three Million One Thousand Six Hundred Eighty-Seven Dollars (\$3,001,687)**; (b) extending the term of the Agreement by two (2) years through February 28, 2027; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement.

[Remainder of page left intentionally blank]

**NOW, THEREFORE**, the City and the Contractor agree as follows:

**I. INTRODUCTION**

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as ONEgeneration, a California non-profit corporation, having its principal office at 17400 Victory Boulevard, Van Nuys, California 91406.

§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:

Tricia Keane, Interim General Manager  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

With copies to:  
Eric Claros, Director, Housing Development Bureau  
Housing Innovation Strategies Division  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

- 2. The representative of the Contractor shall be:

Jenna Hauss, President & CEO  
ONEgeneration  
17400 Victory Boulevard  
Van Nuys, CA 91406  
Jhauss@onegeneration.org

With copies to:  
Lori Resnick, Contract Manager  
Lresnick@onegeneration.org

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.

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. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510 in accordance with §445.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §445.A.1.a.(4)(b) of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit D and made a part hereof. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement.
- E. Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. Compliance with, and/or completion of: an Equal Benefits Ordinance Affidavit in accordance with §426 of this Agreement, a Disclosure Ordinance setting forth the requirements of the Slavery Disclosure Ordinance in accordance with §433 of this Agreement, a First Source Hiring Ordinance Affidavit in accordance with §434 of this Agreement, a Local Business Preference Ordinance in accordance with §435 of this Agreement, and a Disclosure of Border Wall Contracting Ordinance Affidavit in accordance with §444 of this Agreement, all of which are available on the City's Regional Alliance Marketplace for Procurement ("RAMP") at [www.rampla.org](http://www.rampla.org).



G. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with §436 of this Agreement.

## II. TERM AND SERVICES TO BE PROVIDED

### §201. Time of Performance

The term of this Agreement shall commence on **March 1, 2022** and end **February 28, 2027** ("Agreement Term"). The period from March 1, 2025 to February 28, 2027 shall be known as the "Extension Period." Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

### §202. Services to be Provided by the Contractor

The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Los Angeles Accessory Dwelling Unit Accelerator Program ("LAADUAP" or "ADU Program" or "Program") is available to seniors, age 62 or older, who are extremely low income, as defined in the California Health and Safety Code Section 50106 with a maximum of 30% Area Median Income (AMI). The Contractor shall provide the following services for fifteen (15) tenant households (seniors) for up to two (2) years, including, but not limited to:

#### A. Project Launch Deliverables for the Accessory Dwelling Unit Program ("ADU Program" or "Program")

1. Establish policies and procedures for operating the program that includes protocols for the following:
  - a. Monitoring the ADU Program including, but not limited to, providing supportive services, conducting site visits, and enforcing compliance requirements, conducting tenant background checks, conducting eligibility and financial screening, conducting homeowner interviews, and developing procedures for mitigating disputes between tenants and homeowners.
  - b. Accounting processes including, but not limited to, disbursement of rental subsidy and other payments made to the homeowners or tenants.
  - c. Data collection and reporting practices to support broader assessment of pilot efficacy.

- d. Developing and implementing a plan to educate both parties on their responsibilities (Using the California tenants booklet-A Guide to Residential Tenants' and Landlords' Rights and Responsibilities (<https://www.hcd.ca.gov/>) as a reference source)
- e. Developing and implementing a plan to connect tenants to permanent housing placements.

## B. On-going Services

### 1. Tenant and homeowner support

- a. Provide ongoing support for tenants and homeowners to maintain a harmonious relationship. This includes resolving disputes between both parties, as they arise.
- b. Assist tenants in applying for multiple permanent housing waitlists and manage waitlist alerts including, but not limited to, working with the Los Angeles Homeless Services Authority (LAHSA) and/or the Housing Authority of the City of Los Angeles (HACLA) in order to help transition tenants into permanent housing.

### 2. Program monitoring services

- a. Provide seniors with prompt and professional service.
- b. Conduct monthly check-in calls (and site visits when appropriate) with all tenants and homeowners to support and monitor match success, assess tenant health and safety, and assess homeowner satisfaction.
- c. Collect program evaluation data and submit reports on findings.
- d. Conduct and document quarterly site visits to all ADUs.
- e. Complete annual compliance review and reporting. Reporting shall include verification of tenant income and documentation of outstanding issues for each ADU.

### 3. On-going tenant supportive services

- a. Assist tenants in enrolling into programs that offer discounts and other benefits such as, the Southern California Edison CARE program and the LADWP discount program, etc.
- b. Conduct regular assessments of program processes and make recommendations to improve quality and effectiveness in program design.

- c. Re-certify tenants' income eligibility annually to ensure compliance with funding source requirements.

#### 4. Rental subsidy disbursements and compliance services

- a. Disburse monthly rental subsidy payments to ADU homeowners upon program compliance verification.
- b. Track program budget, spending and report on the use of funds.
- c. Maintain supporting documentation for each subsidy disbursement and present upon request by LAHD.

### C. Record Keeping and Reporting

#### 1. The Contractor must routinely maintain and submit to LAHD the following items:

##### a. Eligibility:

(1) Maintain a separate file(s) for each ADU project location that includes information for the ADU homeowner and tenant/(s) whether or not they are accepted into the ADU program. The files must contain all documents for the tenant and ADU homeowners, including application and supporting documents, communication memos and invoices, and disbursements, etc. For applicants who are found to be ineligible for program services, the contractor must maintain a file for each application and the reasons for denial.

(2) The Contractor shall record all project information into an electronic data system. Files will be randomly audited to ensure completeness and compliance with applicable statutes.

##### b. Scope of Work: A description of the work performed by the contractor for each property along with supporting documentation (as necessary).

##### c. Environmental Clearance/Historic Preservation: If federal funds are used, the City and the Contractor must comply with the requirements of the National Environmental Policy Act and Section 106 of the National Historic Preservation Act of 1966. In conformance with these requirements, the Contractor must obtain formal clearance from the City before any repairs may be done to the structure.

##### d. Invoice and Disbursements: An original invoice listing each project for which the contractor is requesting payment must be submitted to LAHD. This invoice must be on the contractor's letterhead and include the name of the homeowner, property address, payment amount requested, and contain the contractor's wet signature or digital signatures (as approved by LAHD).

e. Copies of invoices (from other vendors) submitted to the Contractor along with all supporting documentation and copies of checks for which payment was issued.

f. Reports and Report Schedule: The Contractor shall report to LAHD in writing concerning the status of the grant project, as follows:

(1) Monthly reports: Submit monthly reports to LAHD as needed.

(2) At a minimum, the report should include: (1) confirmation that the tenant lives in the ADU and rent amount; (2) the challenges, successes, and areas of improvement with this placement; and (3) Log use of funds and budget versus actual. NOTE: The report format may change over a period of time as required by LAHD.

(3) In addition, the Contractor shall hold monthly calls on an as-needed basis with LAHD to discuss the status of the pilot project and provide recommendations for changes as needed.

(4) Final report: Submit a final report to LAHD that includes program findings including, but not limited to, number of matches, best practices, areas for program modification, tenant success stories, tenant housing plans, etc. This report is due 60 days after the contract conclusion.

g. Privacy and data security

(1) The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired including, but not limited to, customer lists and customer credit card or other consumer data, (collectively, "City Data").

(2) The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of discovery or reasonable belief of any unauthorized access of City Data ("Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus.

(3) If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

### **III. PAYMENT**

#### **§301. Compensation and Method of Payment**

The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Three Million One Thousand Six Hundred Eighty-Seven Dollars (\$3,001,687)**, based on project deliverables or portions thereof as identified in Section 202 and according to Exhibit F - Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended. Consistent with Exhibit F, compensation is as follows:

- A. **Payment to the Contractor (Fee for Service):** The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Seven Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$769,800), for services rendered during the Agreement Term. During the Extension Period, payment shall be made at the end of each month for an amount not to exceed Ten Thousand Two Hundred Dollars (\$10,200) per month. In the event that all tenants are relocated to permanent housing and occupied ADU are vacated prior to the end of the Agreement Term, the Contractor shall receive a final prorated payment for the month in which all occupied ADU are vacated. Thereafter, monthly compensation to the Contractor shall cease.
- B. **Payment to the Contractor (For Payment of Tenant Obligations):** During the Extension Period, the City shall pay the Contractor an amount not to exceed Seven Hundred Forty-Four Thousand Dollars (\$744,000), to pay tenant obligations such as rent, utilities, and emergency expenses. Disbursement of funds to the Contractor for payment of rental subsidies shall be made in advance, at the beginning of each quarter. Disbursement of funds to the Contractor for payment of tenant utilities and tenant emergencies shall be made on a reimbursable basis at the end of each quarter, with supporting documentation from the Contractor and/or Tenants.
- C. The Contractor shall submit a formal written request for an agreement amendment (see §405 for any additional work beyond the services requested in §202, where compensation for such services is required).
- D. Reimbursement for subcontractor expenses will be at cost and must be pre-approved by LAHD before entering into any agreement with such contractor.
- E. The Contractor shall submit monthly invoices to LAHD, at the end of each month, for payment of "Fee for Services." Each monthly invoice shall be submitted on the Contractor's letterhead and shall include a status report for the ADU program.
- F. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- G. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for 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. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

- H. Funding for all periods of this Agreement is subject to the continuing availability of state funds for this program to the City. The Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of state grant funds.
- I. The Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- J. The Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### **IV. STANDARD PROVISIONS**

##### **§401. 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 the 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.

##### **§402. 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 the 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. The 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 the Contractor.

In any action arising out of this Contract, the 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.

§403. 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 the Contractor by the person or persons authorized to bind the 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 the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. 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 Section 405 herein.

§405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of Section 403.

§406. 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 the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out

of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event the Contractor's delay or failure to perform arises out of a Force Majeure Event, the 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.

#### §407. 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.

#### §408. Suspension

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

#### §409. Termination

##### A. Termination for Convenience

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

##### B. Termination for Breach of Contract



1. Except as provided in Section 406, if the 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, the City may give the Contractor written notice of the default. The 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 the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the 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. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. The Contractor shall immediately notify the City if the 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 the 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, the City may immediately terminate this Contract.
  - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the 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 the Contractor.
- 6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the 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 the 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 Section 409.A “Termination for Convenience”.
  - 8. The rights and remedies of the 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, the 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.

#### §410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The 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 the City.

#### §411. Contractor's Personnel

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

Contractor shall not use Subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Agreement and paying all Subcontractors. The City has the right to approve the Contractor's Subcontractors, and the City reserves the right to request replacement of any Subcontractor. The City does not have any obligation to pay the Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

#### §412. Assignment and Delegation

The Contractor may not, unless it has first obtained the written permission of the 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.

#### §413. Permits

The Contractor and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the Contractor's performance under this Contract and shall pay any fees required therefor. The Contractor shall immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the Contractor's performance of this Contract.

#### §414. Claims for Labor and Materials

The 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 the City property (including reports, documents, and other tangible or intangible matter produced by the 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.

§415. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the 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.

§416. Retention of Records, Audit, and Reports

The 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 the City. These records shall be retained for a period of no less than five years from the later of the following: (1) final payment made by the 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 the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the 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, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the 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.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor 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 the 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 the 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 the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the 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.

#### §419. Intellectual Property Indemnification

The 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 the 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 the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 21) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the 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.

#### §420. Intellectual Property Warranty

The 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.

#### §421. 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 the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. The Contractor hereby assigns to the 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. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The 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 the City irreparable harm. The 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 the City from seeking or obtaining any other relief to which the City may be entitled.

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

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

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

#### §422. Data Protection

- A. The Contractor shall protect, using the most secure means and technology that is commercially available, the 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"). The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the 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. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.
- B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

#### §423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the 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 A hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor's customers for similar goods and services provided under this Contract.

§425. Warranty and Responsibility of Contractor

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

§426. 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. The 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 the City. In performing this Contract, the 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 ([https://bca.lacity.gov/Uploads/ebo/EB\\_Ordinance.pdf](https://bca.lacity.gov/Uploads/ebo/EB_Ordinance.pdf)).
- 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 ([http://clkrep.lacity.org/online/docs/2015/15-0817\\_ORD\\_184292\\_6-27-16.pdf](http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf)).

- 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 ([http://clkrep.lacity.org/online/docs/2015/15-0817\\_ORD\\_184292\\_6-27-16.pdf](http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf)).
- E. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

The 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, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the 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 the 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 the 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 the Contractor for work to be performed under this Contract must include an identical provision ([http://clkrep.lacity.org/online/docs/1997/97-2162\\_ORD\\_172401\\_02-13-1999.pdf](http://clkrep.lacity.org/online/docs/1997/97-2162_ORD_172401_02-13-1999.pdf)).

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision ([http://clkrep.lacity.org/online/docs/1995/95-0654-S2\\_ORD\\_171004\\_05-18-1996.pdf](http://clkrep.lacity.org/online/docs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf)).

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The 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. The 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. The 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.
- F. The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

#### §431. Contractor Responsibility Ordinance

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

#### §432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the 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. The Contractor shall utilize the City's Regional Alliance Marketplace for Procurement ("RAMP") at [www.rampla.org](http://www.rampla.org), to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

#### §433. Slavery Disclosure Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.gov/Uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf>).

§434. First Source Hiring Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.gov/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf>).

§435. Local Business Preference Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision ([https://bca.lacity.gov/Uploads/contracting/LBP\\_Ordinance\\_181910.pdf](https://bca.lacity.gov/Uploads/contracting/LBP_Ordinance_181910.pdf)).

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the 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.”

§437. 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, the Contractor, the Contractor’s principals, and the 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 the 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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

§438. Contractors’ Use of Criminal History for Consideration of Employment Applications

The 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 the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.gov/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>).

§439. 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 the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the 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. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

The 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. The 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, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. 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, the 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 the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the 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.

§442. Possessory Interest Tax

Rights granted to the Contractor by the City may create a possessory interest. The 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, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. The 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 the City or as required by law. The Contractor shall immediately notify the 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.

§444. 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 the City determines that the 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 (<https://bca.lacity.gov/Uploads/sdo/Border%20Wall%20Ordinance.pdf>).

§445. Compliance with State and Federal Statutes and Regulations

A. The Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and the City of

Los Angeles. The Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by the Contractor to the City of any unlawful expenditures.

1. Statutes and Regulations Applicable to All Grant Contracts

- a. The Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. The Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. The Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB) Circulars

The Contractor shall comply with the provisions of 2 C.F.R., Part 200, which provisions supersede OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, the Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 U.S.C. §7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) Americans With Disabilities Act

The Contractor shall comply with the provisions of the Americans with Disabilities Act 42 U.S.C. §12101 *et seq.* and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.

(4) Political and Sectarian Activity Prohibited

- (a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- (b) If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, the Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to the Contractor until the Certification is filed.
- (c) The Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by the Contractor. The Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

#### (5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, the Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all of the Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- (b) The Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

#### (6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be

maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

(7) Subcontracts and Procurement

- (a) The Contractor shall comply with the Federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- (b) The Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.
- (c) The term of the Residential Lease Agreement (Homeowner/Tenant) shall be for a period of one (1) year, unless otherwise noted.

(8) Labor

- (a) The Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- (b) The Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- (c) The Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.
- (d) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code §16645 *et seq.*)

- (e) The Contractor shall comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328).

#### (9) Civil Rights

The Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled “Improving Access to Services for Persons with Limited English Proficiency” (“LEP”), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e); (m) the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

#### (10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real



Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced “one-for-one.”

(11) Environmental

- (a) The Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (33 U.S.C. §1368).
- (b) The Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- (c) The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

- (d) The Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (e) The Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 *et seq.*) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 USC §13212).
- (f) The Contractor shall ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (g) By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

#### (12) Preservation

The Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 *et seq.*).

#### (13) Suspension and Debarment

The Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and the Contractor shall submit a Certification Regarding Debarment, Exhibit B attached hereto, required by Executive Orders 12549 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. The Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

(14) Drug-Free Workplace

The Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §8102, 28 C.F.R. Part 67, and the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

The Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et seq.*)

(16) The Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq.*) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

(17) Faith Based Activities

The Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(18) Pro-Children Act of 1994

(a) The Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

(b) The Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(19) American-Made Equipment Products

The Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

(20) The Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200 which provisions supersede the OMB Circulars.

(21) Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 C.F.R. part 180 and 31 U.S.C. §3321).

#### B. Statutes and Regulations Applicable to This Particular Grant

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. The Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

#### C. Statutes and Regulations Applicable to all HUD Funded Agreements:

##### 1. Equal Access to HUD-Assisted or Insured Housing

###### a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms “sexual orientation” and “gender identity” are defined in 24 C.F.R. §5.100.

###### b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or

housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 C.F.R. §570.3.

#### D. Traveling Expenses

Travel must be approved in advance by the City. The Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R. §200.475.

### §446. Conflict of Interest

#### A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

#### B. Code of Conduct

1. The City requires that all Contractors/Subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to Contractor by LAHD and Contractor acknowledges receipt of Directive FY12-0001. No Agreements and/or Amendments will be executed without Contractor's adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

#### C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
  - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
  - b. The term "financial or other interest" includes, but is not limited to:
    - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
    - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
  - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. Unless an exemption/waiver to Directive FY12-0001 was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

#### §447. City's Additional Remedies

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

#### §448. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although

the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§449. Work Not in Scope of Services

The Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above, including scaling up the ADU program or placing new or additional tenants in ADUs. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. Compliance With Current Applicable Safety Protocols And Laws

The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders to ensure the health and safety of both the Contractor's employees, any subcontractors, and the public.

§451. Prohibition Against Duplication Of Benefits

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses as a result of a Federally-declared disaster or emergency. The "duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. The Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

§452. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an



annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## **V. ENTIRE AGREEMENT**

### **§501. Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

### **§502. Counterparts and Electronic Signatures**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

### **§503. Ratification Clause**

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

### **§504. 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 **thirty-eight (38)** pages and **six (6)** Exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

## VI. SIGNATURE PAGE

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 \_\_\_\_ day of \_\_\_\_, 202#

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By \_\_\_\_\_  
Deputy/Assistant City Attorney

TRICIA KEANE  
Interim General Manager  
Los Angeles Housing Department

Date \_\_\_\_\_

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Luz C. Santiago  
Assistant General Manager

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_\_ day of \_\_\_\_, 202#

For: ONEgeneration, a California non-profit corporation

Date \_\_\_\_\_

By \_\_\_\_\_  
Jenna Hauss  
President & CEO

Unique Entity ID: LEVKM9P7UG96

City Business License Number: 0000611371

Internal Revenue Service Taxpayer Identification Number: 95-4066979

Council File/CAO File Number ##-####; Date of Approval: ##/##/####

Said Agreement is Number C-139995 of City Contracts

**EXHIBIT A**  
Form Gen 146 (Rev. 6/12)  
**Required Insurance and Minimum Limits**

Name: ONEgeneration Date: 01/21/2022

Agreement/Reference: Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP)

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**

---

<input checked="" type="checkbox"/>	<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
		EL \$ <u>1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	

---

<input checked="" type="checkbox"/>	<b>General Liability</b>	
<input checked="" type="checkbox"/>	Products/Completed Operations	\$ <u>1,000,000</u>
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	_____	

---

<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
--------------------------	---	----------

---

<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ <u>1,000,000</u>
-------------------------------------	---	---------------------

---

<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	\$ _____
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	_____	

---

<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	

---

<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

---

**Other:** 1) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**EXHIBIT A**  
**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](http://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, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

**EXHIBIT B**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER C-139995

ONEgeneration  
CONTRACTOR/BORROWER/AGENCY

Jenna Hauss, President & CEO  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit B (cont.)**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**EXHIBIT C**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans**  
**and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER C-139995

ONEgeneration

CONTRACTOR/BORROWER/AGENCY

Jenna Hauss, President & CEO

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT D**  
**CERTIFICATION REGARDING**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance (LWO) shall post in a prominent place, in an area frequented by employees, a copy of the below notice to employees regarding the LWO prohibition against retaliation (available in English at [https://bca.lacity.gov/Uploads/eo/Notice\\_to\\_Employees\\_of\\_Retaliation\\_%28English%29%2002.2024.pdf](https://bca.lacity.gov/Uploads/eo/Notice_to_Employees_of_Retaliation_%28English%29%2002.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/eo/Notice\\_to\\_Employees\\_of\\_Retaliation%20%28Spanish%29%2002.2024.pdf](https://bca.lacity.gov/Uploads/eo/Notice_to_Employees_of_Retaliation%20%28Spanish%29%2002.2024.pdf)). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES**  
**WORKING ON CITY CONTRACTS**  
**RE: LIVING WAGE ORDINANCE AND**  
**PROHIBITION AGAINST RETALIATION**

“§10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-2323.

**CITY OF LOS ANGELES**  
**Department of Public Works**  
**Bureau of Contract Administration**  
**Office of Contract Compliance**  
**1149 S. Broadway Street, Suite 300**  
**Los Angeles, CA 90015**  
**Phone: (213) 847-2323 — Fax: (213) 847-2777**

AGREEMENT NUMBER: C-139995

ONEgeneration  
CONTRACTOR/BORROWER/AGENCY

Jenna Hauss, President & CEO  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT E**  
**MANAGEMENT REPRESENTATION**

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☐ False ☐

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☐ False ☐

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True ☐ False ☐

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☐ False ☐

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True ☐ False ☐

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True ☐ False ☐

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True ☐ False ☐

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True ☐ False ☐

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True ☐ False ☐

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True ☐ False ☐

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
- True ☐ False ☐
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
- True ☐ False ☐
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
- True ☐ False ☐
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
- True ☐ False ☐
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
- True ☐ False ☐
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
- True ☐ False ☐
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.
- True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER C-139995

ONEgeneration

CONTRACTOR/BORROWER/AGENCY

Jenna Hauss, President & CEO

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## **EXHIBIT F**

### **PROFESSIONAL FEE SCHEDULE**

Payment to the Contractor shall be as follows:

#### **A. Initial Period (March 1, 2022 through February 28, 2025)**

##### **1. Fee for Service**

Total Services Amount =	\$525,000
Advance Amount (for Retainer) * =	\$7,500
Payment for 1st month =	\$7,083.33 [\$14,583.33 less retainer (\$7,500)]
Subsequent monthly payment =	\$14,583.33

##### **2. Tenant Obligations**

Total Tenant Obligations Amount =	\$1,487,887
Advance Amount* =	\$123,991 (for 2022/QTR 2 payment of tenant obligations)
Subsequent quarterly payment of tenant obligations **=	not to exceed \$123,991 (see table 1 below)

**Table 1-Payment Schedule for Tenant Obligations (Maximum Amounts)**

Description (Tenant Obligations)	2022			2023				2024				2025	TOTAL
	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	
Tenant Rent Subsidies	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$112,741	\$1,352,887
Tenant Utility	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$90,000
Tenant Emergencies	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$45,000
<b>TOTAL=</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$123,991</b>	<b>\$1,487,887</b>

\*Advance payment shall be made by the City (LAHD) upon execution of contract and review and approval of invoice from ONEgeneration.

\*\*Tenant obligations subsequent quarterly payment= [#tenants x (Rent +Utilities Allowance\*\*\*)]. The quarterly amount shall not exceed \$123,991 (see table 1 above).

**\*\*\*Allowances:**

Tenant Rental Subsidy=\$1,459/tenant  
 Tenant Utilities=\$100/tenant

**B. Extension Period (March 1, 2025, through February 28, 2027)**

**1. Budget for Payment of Contractor's Fee and Tenant's Subsidy**

PAYMENT SUMMARY			
Description	Year 4	Year 5	TOTAL
	(3/1/25 - 2/28/26)	(3/1/26 - 2/28/27)	
Contractual Services=	\$ 120,000	\$ 124,800	\$244,800
Tenant Rent Subsidy=	\$ 320,000	\$ 332,800	\$652,800
Tenant Utility Subsidy=	\$ 30,000	\$ 31,200	\$ 61,200
Tenant Emergency Subsidy=	\$ 15,000	\$ 15,000	\$ 30,000
<b>Sub-Total (Program)=</b>	<b>\$ 485,000</b>	<b>\$ 503,800</b>	<b>\$988,800</b>

**2. Allowance for Tenant Payment**

- a. The amount paid to ADU landlords for the Tenant's Rental Subsidy cannot exceed 66% of the tenant's income.
- b. The amount paid to ADU landlords for Tenant's Utilities Subsidy cannot exceed \$100/month and is based on City of Los Angeles Housing Authority current Payment Standard.