

City of Los Angeles

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June 11, 2025

Council File: 23-0038-S7  
Council District: Citywide  
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Honorable Members of the City Council  
City of Los Angeles  
c/o City Clerk, City Hall  
200 N. Spring Street  
Los Angeles, CA 90012

**COUNCIL TRANSMITTAL: REPORT FROM THE LOS ANGELES HOUSING DEPARTMENT REQUESTING APPROVAL OF THE FISCAL YEAR 2025-2026 UNITED TO HOUSE LOS ANGELES (ULA) EXPENDITURE PLAN AND RELATED APPROVALS**

**SUMMARY**

The United to House Los Angeles (ULA) measure and ordinance requires that by July 1st of each year, the Los Angeles Housing Department (LAHD) provide an expenditure plan to the ULA Citizen Oversight Committee (COC), and the City Council and Mayor. The expenditure plan shall include: (1) an accounting of ULA revenues collected in the previous fiscal year (FY), by expenditure category; (2) an expenditure plan for the subsequent year, which shall comply, to the maximum extent possible, with the program guidelines provided for in the measure; and (3) projected revenues and expenditures for the two subsequent FYs, resulting in a three-year expenditure plan. Consistent with these requirements, each annual Expenditure Plan is determined based on the total ULA revenues collected in the prior FY.

For FY 2025-26, approximately \$424.8 million in revenue is anticipated to be available for allocation to the ten ULA program areas and program administration – double the amount of revenue that was available for allocation in the FY 2024-25 Expenditure Plan. This total consists of approximately \$415.1 million in tax revenue and \$9.7 million in interest revenue. The FY 2025-26 Expenditure Plan allocates \$288.2 million to affordable housing programs and \$102.6 million to homelessness prevention programs. This year's Expenditure Plan completes the multi-year funding adjustments ("true-up") necessitated by the initial allocation of revenue for FY 2023-24.

The draft FY 2025-26 ULA Expenditure Plan was presented to the ULA COC at its meeting on April 24, 2025. Subsequent to that meeting, revenues for the month of April 2025 were provided by the Office of Finance. As a result, minor adjustments were incorporated to reflect the monthly actuals for April, resulting in the enclosed proposed Expenditure Plan for FY 2025-26.

This report contains information on the actual and anticipated revenue generated by Measure ULA, cumulative approved program allocations and the final true-up adjustments implemented in this year's plan, and the FY 2025-26 Expenditure

Plan broken down by program and sub-program. Finally, this report requests the City Council’s approval of the FY 2025-26 ULA Expenditure Plan and related approvals needed to support implementation of ULA Programs.

## **RECOMMENDATIONS**

That the City Council, with the approval of the Mayor:

1. APPROVE the enclosed Fiscal Year 2025-26 United to House Los Angeles (ULA) Expenditure Plan, as submitted by the Los Angeles Housing Department (LAHD).
2. INSTRUCT the City Clerk to place on the agenda for the first regular City Council meeting on July 1, 2025, or shortly thereafter, the following instructions:
  - a. AUTHORIZE the Controller’s office to:
    - i. Establish new appropriation accounts and appropriate funds within the House LA Fund No. 66M as follows:

Account	Account Name	Amount
43CU05	Multifamily Affordable Housing	\$87,943,369
43CU12	Alternative Models:New Construction	\$61,560,358
43CU13	Alternative Models:Preservation	\$26,383,011
43CU14	Acq/Rehab: Small NOAH Program	\$23,451,565
43CU15	Acq/Rehab: Preserving Affordability Program	\$15,634,377
43CU16	Homeownership Opportunities Program	\$15,634,377
43CU17	Capacity-Building Program	\$3,908,594
43CU18	Operating Assistance Program	\$19,542,971
43CU09	Program Stabilization Fund	\$34,167,728
	Total:	\$288,226,350

- ii. Establish new appropriation accounts and appropriate funds within the House LA Fund No. 66M as follows:

Account	Account Name	Amount
43CU19	Short-Term Emergency Assistance	\$3,767,728
43CU06	Income Support for Rent Burdened at risk S and PWD	\$42,681,266

43CU03	Eviction Defense/Prevention	\$39,085,942
43CU02	Tenant Outreach & Education	\$7,817,188
43CU04	Protections from Tenant Harassment	\$9,280,943
	Total:	\$102,633,067

- iii. Transfer \$3,035,984 within the United LA Fund No. 66M Account No. 43CU04 - Protections from Tenant Harassment to the following accounts.

Account No.	Account Name	Amount
43C143	Housing	\$1,850,280
43C299	Reimbursement of General Fund Costs	\$1,185,704
	Total:	\$3,035,984

- iv. Increase appropriation in the amount of \$1,850,280 for Account 001010-Salaries, General within LAHD Fund 100/43.

- v. Transfer \$668,194 within the House LA Fund No. 66M from Account No. 43CU04 - Protections from Tenant Harassment to the following accounts for City Attorney (TAHO):

Account No.	Account Name	Amount
43C112	City Attorney	\$419,535
43C299	Reimbursement of General Fund Costs	\$248,659
	Total:	\$668,194

- vi. Increase appropriation in the amount of 419,535 within the City Attorney, Fund No. 100/12, Account No. 001010-Salaries, General.

3. AUTHORIZE the Controller's office to:

- a. Transfer \$3,083,663 within the House LA Fund No. 66M from Account No. 43Y00D - Homelessness Prevention Programs to the following accounts:

Account No.	Account Name	Amount
43A143	Housing	\$1,776,158
43A299	Reimbursement of General Fund Costs	\$1,307,505
	Total:	\$3,083,663

- b. Increase appropriation in the amount of \$1,776,158 for Account 001010 - Salaries, General within Fund 100/43.
- c. Decrease appropriation in the amount of \$316,627 for Account 43A112 - City Attorney within United LA Fund No. 66M.
- d. Transfer \$618,835 within the House LA Fund No. 66M from Account No. 43Y00D - Homelessness Prevention Programs to the following accounts for City Attorney (TAHO):

Account No.	Account Name	Amount
43A112	City Attorney	\$407,316
43A299	Reimbursement of General Fund Costs	\$211,519
	Total:	\$618,835

- e. Increase appropriation in the net amount of \$90,689 within the City Attorney, Fund No. 100/12, Account No. 001010-Salaries, General.
  - f. Decrease appropriation in the amount of \$228,829 for Account 43Y112 - City Attorney within United LA Fund No. 66M.
  - g. Decrease appropriation in the amount of \$54,818,945 from Account No. 43Y00C - Affordable Housing Program within House LA Fund No. 66M.
4. AUTHORIZE the General Manager of LAHD, or designee, to prepare the Controller Instructions and any necessary technical adjustments consistent with the Mayor and City Council actions, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.
  5. AUTHORIZE the General Manager of LAHD, or designee, to prepare and release a Request for Proposals (RFP) to solicit a qualified agency/contractor for the City's Eviction Defense Program for the purposes of providing comprehensive eviction defense, eviction prevention, tenant outreach and education, and legal support services for income-qualified tenants, including the scope of services described in the ULA Homelessness Prevention Programs Guidelines for eviction defense and prevention, tenant outreach and education, protections from tenant harassment, and the short-term emergency assistance for settlement of rental arrears of low-income tenant households at risk of eviction in the City of Los Angeles (City). The RFP shall be subject to review and approval by the City Attorney as to form, and LAHD shall report back to the Mayor and City Council with the RFP results, recommendation for contractor selection, funding amount, and any necessary Controller instructions. Additionally, direct LAHD to return to City Council with options that would ensure the services detailed above continue to be provided while the RFP process is completed.
  6. AUTHORIZE the General Manager of LAHD, or designee, to execute a Third Amended and Restated Agreement with the Southern California Housing Rights Center (Contract No. C-144360), to extend the term by twelve (12) months through July 31, 2026, to continue performing application screening, eligibility determinations, disbursement of financial assistance, and close-out activities for the ULA Interim Income Support Program, in substantial conformance to the draft document attached (see Attachment B), subject to contractor's performance and approval of the City Attorney as to form.

7. AUTHORIZE the General Manager of LAHD, or designee, to prepare and release a Request for Proposals (RFP) to solicit qualified service providers to design and develop outreach campaigns using public media to inform tenants about the existing protections, programs, and resources offered to them by the City. The RFP shall be subject to review and approval by the City Attorney as to form, and LAHD shall report back to the Mayor and City Council with the RFP results, recommendation for contractor selection, funding amount, and any necessary Controller instructions.
8. AUTHORIZE the General Manager of LAHD, or designee, to execute a Second Amended and Restated Agreement with Keyser Marston Associates, Inc. (Contract No. C-144080) to increase the contract amount by \$214,000 for a new total contract amount not to exceed \$1,014,000, for continued financial analysis and loan underwriting services, in substantial conformance with the draft document attached (see Attachment C), subject to the contractor's performance, funding availability, and approval of the City Attorney as to form.
9. AUTHORIZE the General Manager of LAHD, or designee, to expend up to \$15,634,376.63 in ULA Homeownership Opportunities Program funds, through the City's existing Low Income Purchase Assistance Program using the previously-approved Low Income Purchase Assistance Program Guidelines (Council File 22-0038), to provide down payment assistance to qualifying lower-income households who are first-time homebuyers.
10. AUTHORIZE the General Manager of LAHD, or designee, to make the following funds available through a Notice of Funding Availability (NOFA): Multifamily Affordable Housing Program - \$87,943,369; Alternative Models for Permanent Affordable Housing: New Construction Program - \$61,560,358; Alternative Models for Permanent Affordable Housing: Preservation Program - \$26,383,011; Acquisition and Rehabilitation of Affordable Housing: Preserving Affordability Program - \$15,634,377; and Operating Assistance Program - \$19,542,971.

#### **ULA REVENUE AVAILABLE FOR EXPENDITURE PLANNING**

The collection of the ULA transfer tax began on April 1, 2023. From that date through April 2025, the Office of Finance received a total of \$661,720,940 in ULA revenue. This total reflects \$15,576,372 received in FY 2022-23 (April 1 through June 30, 2023), plus \$296,689,220 received in FY 2023-24 (July 1, 2023, through June 1, 2024) and \$349,455,347 received so far in FY 2024-25 (July 1, 2024, through April 30, 2025).

Before the close out of FY 2024-25 on June 30, 2025, the City will receive two additional months of ULA revenue (May and June), which, based on average monthly revenue collected over the course of the fiscal year,<sup>1</sup> is forecasted to total \$65.6 million. As a result, LAHD estimates that the City will have collected a total of \$424.8 million in ULA revenue by the end of FY 2024-25 (June 30, 2025). Table 1 shows the amount of revenue received each fiscal year as well as the interest accrued on collected revenue.

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<sup>1</sup> Average monthly receipts used in the forecasting for the remainder of FY 2024-25 (\$32,815,947) was calculated excluding January 2025, which had significantly higher receipts than all other months to-date.

Table 1. Anticipated ULA Revenue through FY 2026-27

<b><u>Fiscal Year</u></b>	<b><u>Tax Revenue</u></b>	<b><u>Interest Revenue</u></b>	<b><u>Total</u></b>
FY 2022-23 (Actual)	\$15,576,372.33	\$4,174.70	<b>\$15,580,547.03</b>
FY 2023-24 (Actual)	\$296,689,220.32	\$5,686,575.39	<b>\$302,375,795.71</b>
FY 2024-25 (Actual and Forecast)	\$415,087,241.72 <sup>2</sup>	\$9,733,120.70 <sup>3</sup>	<b>\$424,820,362.42</b>
FY 2025-26 (Forecast)	\$415,087,241.72	\$6,226,308.63	<b>\$421,313,550.34</b>
FY 2026-27 (Forecast)	\$415,087,241.72	\$6,226,308.63	<b>\$421,313,550.34</b>
<b>Total</b>	<b>\$1,557,500,489.11</b>	<b>\$27,876,488.05</b>	<b>\$1,585,376,977.16</b>

Given currently available information, LAHD assumes annual tax revenue for the subsequent two FYs will be equal to the amount of tax revenue forecast for FY 2024-25, which is approximately \$415.1 million each FY. Monthly collections in FY 2024-25 and since inception of the ULA transfer tax have been trending higher. In the event that actual revenues exceed this estimate, LAHD will revise revenue estimates and expenditures in subsequent expenditure plans. To estimate interest revenue for the subsequent two FYs, LAHD conservatively assumes a 1.5% interest rate, yielding \$6.2 million in estimated interest revenue annually.

## **CUMULATIVE APPROVED ALLOCATIONS TO-DATE AND REMAINING TRUE-UP**

### **Origin of True-Up Requirement**

The ULA measure and ordinance establish ten program categories and provide specific allocation percentages that govern how program spending must be distributed across administration and program categories.

Given pending litigation and, at the time, a potential ballot measure challenging ULA's validity, the City's approved FY 2023-24 Budget only authorized LAHD to spend up to \$150 million in ULA revenue as that revenue came in, and limited spending to six designated program categories and program administration. On August 30, 2023, the City Council approved the ULA FY 2023-24 Expenditure Plan and corresponding Interim Program Guidelines, which created a framework for allocating and spending up to \$150 million in ULA revenues. The City Council subsequently approved a revised FY 2023-24 Expenditure Plan on October 31, 2023, reallocating \$12 million from the Income Support for Rent Burdened At-Risk Seniors and Persons with Disabilities Program to the Short-Term Emergency Assistance Program in order to maximize the immediate impact of the City's investment of ULA funds and provide additional needed rental assistance to eligible housing insecure tenants in the wake of the City's eviction moratorium expiration. As a result, the inaugural ULA Expenditure Plan

<sup>2</sup> FY 2024-25 receipts estimate derived by adding actual receipts from July 1, 2024, through March 31, 2025, to projected receipts for May and June 2025 (calculated with the average monthly receipts for the Fiscal Year as per footnote 1).

<sup>3</sup> FY 2024-25 interest estimate derived by adding actual interest as of April 29, 2025, plus projected interest for May and June 2025 (calculated with the average monthly receipts for the FY as per footnote 1 and a 1.5% assumed interest rate).

did not align with the measure’s prescribed spending percentages, necessitating adjustments to allocations in subsequent years.

During the FY 2024-25 City budget process, the City Council directed LAHD via motion to submit to the COC and then to the City Council an FY 2024-25 ULA Expenditure Plan that allocated funds for the coming year so that cumulative spending for ULA’s first two FYs was aligned with ULA’s prescribed allocation requirements to the greatest degree possible based on cash-on-hand as of June 30, 2024 – in other words, “trueing up” the expenditures. Consistent with City Council direction, the FY 2024-25 Expenditure Plan was based on revenue collected as of June 30, 2024, minus the initial \$150 million LAHD was authorized to spend in Fiscal Year 2023-24. Because cash-on-hand for FY 2024-25 was insufficient to allow for cumulative spending to completely realign with ULA’s prescribed spending percentages, further true-up must occur for one final fiscal year: FY 2025-26.

Cumulative Approved Allocations To-Date

Table 2 shows the cumulative approved allocations through FY 2024-25, reflecting which program areas still require true-up in FY 2025-26.

*Table 2. Cumulative Approved Allocations through FY 2024-25*

<b>Total Revenue collected through June 30, 2024</b>		<b>\$317,929,514.05</b>	
Combined Approved FY 2023-24/2024-25 Allocations			
<b><u>Expenditure Category</u></b>	<b><u>ULA-Prescribed Allocation</u></b>	<b><u>Approved Expenditure Amount</u></b>	<b><u>Actual Percent Allocated</u></b>
<b>House LA Fund - Administration</b>	<b>8%</b>	<b>\$ 25,434,361.12</b>	<b>8%</b>
Citizen Oversight Committee	3%	\$ 763,030.83	3%
Administration - Program Support	97%	\$ 24,671,330.29	97%
<b>House LA Fund - Programs</b>	<b>92%</b>	<b>\$ 292,495,152.93</b>	<b>92%</b>
<b>Affordable Housing Programs</b>			
Multifamily Affordable Housing	22.5%	\$ 65,811,409.41	22.5%
Alternative Models for Permanent Affordable Housing	22.5%	\$ 65,811,409.41	22.5%
Acquisition & Rehabilitation of Affordable Housing	10%	\$ 29,249,515.29	10%
Homeownership Opportunities, Capacity-Building & Operating Assistance	10%	\$ 29,249,515.29	10%
Program Stabilization Fund	5%	\$ -	0%
<b>Affordable Housing Programs - Subtotal</b>	<b>70%</b>	<b>\$ 190,121,849.40</b>	<b>65%</b>
<b>Homelessness Prevention Programs</b>			
Short-Term Emergency Assistance	5%	\$ 30,400,000.00	10.4%
Income Support for Rent-Burdened At-Risk Seniors & Persons with Disabilities	10%	\$ 25,654,191.17	8.8%
Eviction Defense & Prevention	10%	\$ 29,249,515.29	10%

Tenant Outreach & Education	2%	\$ 5,849,903.06	2%
Protections from Tenant Harassment	3%	\$ 11,219,694.00	3.8%
<b>Homelessness Prevention Programs - Subtotal</b>	<b>30%</b>	<b>\$ 102,373,303.52</b>	<b>35%</b>

Six of ten program categories completed true-up with the allocations approved in the FY 2024-25 expenditure plan. Four remaining program areas require further adjustment in FY 2025-26 to complete true-up:

- **Program Stabilization Fund:** Cumulative allocations for FY 2023-24 and FY 2024-25 resulted in a 0% allocation to this program category; final true-up adjustment is required in FY 2025-26 to realign with the required 5% program allocation.

The Program Stabilization Fund is intended to be allocated 5% of the program funds annually, to serve as a stabilization fund that may be used to address periodic revenue shortfalls for other ULA programs that require a consistent revenue stream, as advised by LAHD and the COC, and subject to City Council approval. Truing up this allocation will enable the creation of this stabilization fund.

- **Short-Term Emergency Assistance:** Cumulative allocations for FY 2023-24 and FY 2024-25 resulted in a 10.4% allocation to this program category; final true-up adjustment is required in FY 2025-26 to realign with the required 5% program allocation.
- **Income Support for Rent-Burdened Seniors & Persons with Disabilities:** Cumulative allocations for FY 2023-24 and FY 2024-25 resulted in an 8.8% allocation to this program category; final true-up adjustment is required in FY 2025-26 to realign with the required 10% program allocation.
- **Protections from Tenant Harassment:** Cumulative allocations for FY 2023-24 and FY 2024-25 resulted in a 3.8% allocation to this program category; final true-up adjustment is required in FY 2025-26 to realign with the required 3% program allocation.

## **FISCAL YEAR 2025-26 EXPENDITURE PLAN DETAIL**

### **True-up Completion**

As described above, four program categories require final minor true-up adjustments in the coming fiscal year in order to realign cumulative program allocations with the requirements of the ULA measure and ordinance. Below is a summary of the true-up adjustments included in the FY 2025-26 Expenditure Plan, which will conclude the necessary true-up process.

- **Program Stabilization Fund** (ULA requires 5% allocation): Increase allocation to 8.7% (\$34,167,728) for FY 2025-26 to complete program true-up. Cumulative allocations through FY 2025-26 therefore result in a 5% allocation to this program category, consistent with the Measure and ordinance requirements.
- **Short-Term Emergency Assistance** (ULA requires 5% allocation): Reduce allocation to 1% (\$3,767,728) for FY 2025-26 to complete program true-up. Cumulative allocations through FY 2025-26 therefore result in a 5% allocation to this program category, consistent with the Measure and ordinance requirements.
- **Income Support for Rent-Burdened Seniors & Persons with Disabilities** (ULA requires 10% allocation): Increase allocation to 10.9% (\$42,681,266) for FY 2025-26 to complete program true-up. Cumulative allocations



through FY 2025-26 therefore result in a 10% allocation to this program category, consistent with the Measure and ordinance requirements.

- **Protections from Tenant Harassment** (ULA requires 3% allocation): Reduce allocation to 2.4% (\$9,280,943) for FY 2025-26 to complete program true-up. Cumulative allocations through FY 2025-26 therefore result in a 3% allocation to this program category, consistent with the Measure and ordinance requirements.

#### FY 2025-26 Expenditure Plan

Attachment A shows the proposed Expenditure Plan for FY 2025-26, incorporating the above-described remaining true-up adjustments.

In addition to the proposed allocation for FY 2025-26, any remaining unspent funds from prior fiscal years will roll over and continue to be available in their approved expenditure programs in FY 2025-26. This includes funds allocated to the Affordable Housing Programs, which are intended to be made available through the Super NOFA proposed for Fall 2025.

#### FY 2026-27 and FY 2027-28 Proposed Expenditure Plans

Attachment A also includes draft proposed Expenditure Plans for the subsequent two FYs, as stipulated by the ULA measure and ordinance. These Expenditure Plans assume receipts to be equal to the amount forecasted for FY 2024-25 and calculate interest by applying a 1.5% interest rate on collected receipts. This results in a total anticipated revenue, available in each of the two fiscal years, of approximately \$421.3 million. Since the true-up will be completed in FY 2025-26, the proposed expenditure plans for these subsequent two fiscal years are in alignment with the allocation formulas stipulated in the ULA measure and ordinance.

#### Subprogram Allocation to the Acquisition & Rehabilitation Subprograms for FY 2027-28

The program guidelines approved by the COC and City Council for the Acquisition & Rehabilitation of Affordable Housing program stipulate that at least 60% of the Acquisition & Rehabilitation program funds must be apportioned to the Small Naturally Occurring Affordable Housing (NOAH) subprogram in FYs 2025-26 and 2026-27. No more than 40% of the Acquisition & Rehabilitation program funds shall be allocated to the Preserving Affordability subprogram in those FYs. Subsequent to those years, the allocation between the two programs is intended to be based on anticipated need and a realistic demonstrated pipeline of potential projects in each program. This includes a data-driven evaluation of City preservation needs, specifically looking at affordable housing that may be at risk of covenant and/or regulatory agreement expiration through a range of data sources.

Data available through the California Housing and Community Development Department (HCD) via State Preservation Notice Law is one such data source identified to help inform preservation needs. This list provides a three-year horizon for projects with expiring affordability. That list currently includes 16 projects in the City of Los Angeles, representing units that are set to expire on or before 2028. For the purposes of informing FY 2027-28 allocations, it is necessary to evaluate a broader pool of available preservation data sources in order to estimate potential projects that may be at risk of affordability loss by the end of calendar year 2029.<sup>4</sup> This resulted in an estimated total of 5,085 units located in 191 projects that may be eligible for ULA preservation funds over the next three fiscal years. Based on current cost estimates,<sup>5</sup> preservation of all of these units could carry a total cost of approximately \$1.2 billion in City subsidy.

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<sup>4</sup> Data sourced from an internal LAHD compilation of at-risk affordable units.

<sup>5</sup> Cost estimates assume that ULA funds would cover one-third of total preservation costs, at a per-unit subsidy of roughly \$230,000.

Many of these covenants will ultimately be preserved as projects refinance and assume new covenants, or as requirements of the U.S. Department of Housing and Urban Development (HUD) necessitate depending on funding sources. However, taking into account the total funds proposed for allocation to the Acquisition & Rehabilitation Preserving Affordability subprogram in FYs 2024-25, 2025-26, and 2026-27, total funds available for this purpose across those three years is anticipated to be just \$45.8 million. This suggests a likely continued need for funding to be allocated to this subprogram in FY 2027-28. Therefore, at this time, LAHD recommends maintaining the 40% allocation to this subprogram for FY 2027-28. As implementation ramps up in the upcoming FY through the first NOFA anticipated in Fall 2025, as more information becomes available, and as future needs assessments are completed, LAHD will revisit this analysis and may recommend refining this subprogram allocation to better target ULA preservation funds.

### **IMPLEMENTATION ACTIONS**

The recommendations included in this report address necessary approvals needed to facilitate implementation of ULA Program funds for FY 2025-26. These recommendations address the following ULA programs:

#### **Affordable Housing Programs**

Several of the ULA Affordable Housing Programs are planned to be implemented through a Notice of Funding Availability (NOFA) in Fall 2025. Programs to be included in the NOFA are: the Multifamily Affordable Housing, Alternative Models: New Construction, Alternative Models: Preservation, Acquisition & Rehabilitation: Preserving Affordability, and Operating Assistance Programs. LAHD will submit the NOFA program regulations and Term Sheets to the Mayor and City Council for approval before issuing the NOFA. The requested recommendations included in this report would allow the funds allocated to those programs for FY 2025-26 to be made available in the upcoming NOFA, along with other previously authorized funds.

Additionally, this report includes a recommendation to add ULA Administration funding to the contract with Keyser Marston Associates, Inc. (City Contract No. C-144080). That contract provides expert analysis and advice regarding the financial structuring of affordable and supportive housing projects and programs, supports implementation of financial restructuring efforts, and provides additional services as needed consistent with the terms of the current contract. The contract is currently in its second year and is pending authority (via the Program Year 51 Consolidated Plan process) to amend and restate these agreements for an additional one-year term, for a new contract term of July 1, 2023, through June 30, 2026. Usage of the current contract's allocation of Multifamily Housing Finance Fund (MHFF, Fund 815) monies has recently increased due to higher levels of activity within the Troubled Assets Unit of the Asset Management Division's Loan Portfolio Section. In addition, the same funding source for this contract is being accessed for work related to the LAHD Super NOFA, which includes several ULA programs. The ULA work is anticipated to increase and funding specific to these ULA efforts must be added to avoid overcommitting the MHFF funds.

#### **Homeownership Opportunities**

As provided by the ULA Homeownership Opportunities Program Guidelines, allocated program funds are implemented via LAHD's Low Income Purchase Assistance (LIPA) Program. The requested recommendation included in this report would enable those program funds to be administered in this manner, along with other previously authorized funds.

#### **Short-Term Emergency Assistance**

The Short-Term Emergency Assistance Program will be allocated a total of \$3,767,728 for FY 2025-26, reflecting adjustments necessary due to true-up calculations. These adjustments ensure cumulative funding aligns with expenditure requirements. The ULA Emergency Rental Assistance Program (ERAP) faces feasibility challenges due to high

implementation costs. A significant portion of the \$3.7 million allocation would be required to support administration, reducing the amount available for direct rental assistance. This financial imbalance makes launching another full round of rental assistance impractical. Therefore, for this year LAHD recommends using the \$3.7 million for rental arrears settlement funds, which could utilize the existing administration infrastructure in place through the Eviction Defense Program. This adjustment directs funds to be used in the settlement of eviction cases, ensuring rental arrears are resolved for income-qualifying households at risk of displacement. The approach aligns with ULA Program Guidelines and helps prevent homelessness. The funds will be distributed through the Eviction Defense Program contract, contingent on completing the required procurement process.

#### Eviction Defense & Prevention

The FY 2025-26 allocated amount of \$39,085,942 will be used to fund services under the ULA Eviction Defense & Prevention Program, through the Eviction Defense Program contract, contingent on completing the required procurement process. This funding ensures support for tenant protections and eviction prevention efforts.

#### Tenant Outreach & Education

The proposed FY 2025-26 Expenditure Plan designates \$7,817,188 for Tenant Outreach & Education, with allocations as follows:

- \$1 million is intended for a procured vendor to manage public outreach and media campaigns on ULA Programs, focusing on educating tenants about their rights, available resources, and homelessness prevention. The selection process for this vendor is still underway.
- The remainder of Program funds (\$6,817,188) would be directed to the Eviction Defense Program contract, contingent on completing the required procurement process. This funding will support community partners in strengthening tenant education initiatives.

#### Protections from Tenant Harassment

For FY 2025-26, the Protections from Tenant Harassment Program will receive \$9,280,943.06 in funding, allocated as follows:

- \$2,784,282.92 - 30% of which is managed by non-profit organizations - is designated for continued Tenant Anti-Harassment Ordinance (TAHO) targeted outreach and education services. These services will be provided through the Eviction Defense Program contract, contingent on completing the required procurement process.
- \$3,704,178 for LAHD and City Attorney staffing to support and enforce TAHO.
- \$2,792,482.14 is reserved for a non-profit administrator who will oversee the legal representation services. The selection process for the administrator is underway, with proposals from qualified non-profit legal service providers due by June 2, 2025.

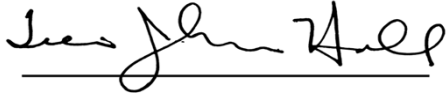
#### **CONCLUSION**

The Department looks forward to the City Council's consideration of the proposed ULA Fiscal Year 2025-2026 Expenditure Plan and related implementation actions.

#### **FISCAL IMPACT STATEMENT**

There is no impact to the General Fund. The recommendations in this report will be funded by revenues collected from ULA. In the event ULA is invalidated, the City's General Fund may be obligated to cover any spent funds.

Approved By:

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

TIENA JOHNSON HALL

General Manager

Los Angeles Housing Department

ATTACHMENTS:

Attachment A - ULA FY 25-26 Expenditure Plan

Attachment B - SCHRC\_C- 144360 3rd ARA\_DRAFT

Attachment C - Keyser C-144080 2nd ARA\_DRAFT

**ATTACHMENT A: ULA FY 2025-26 EXPENDITURE PLAN**

Table 1. FY 2025-26 Expenditure Plan Reflecting True-Up

<b>Total Revenue</b>	\$424,847,191.11		
<b>Expenditure Category</b>	<b>ULA Prescribed Allocation</b>	<b>Proposed Expenditure Plan FY 25/26</b>	<b>Percent Allocated FY 25/26</b>
<b>House LA Fund - Administration</b>	<b>8%</b>	<b>\$33,987,775.29</b>	<b>8%</b>
Citizen Oversight Committee	3%	\$1,019,633.26	3%
Administration - Program Support	97%	\$32,968,142.03	97%
<b>House LA Fund - Programs</b>	<b>92%</b>	<b>\$390,859,415.82</b>	<b>92%</b>
<b>Affordable Housing Program</b>			
Multifamily Affordable Housing	22.5%	\$87,943,368.56	22.5%
Alternative Models for Permanent Affordable Housing	22.5%	\$87,943,368.56	22.5%
Alternative Models: New Construction Program	70%	\$61,560,357.99	
Alternative Models: Preservation Program	30%	\$26,383,010.57	
Acquisition & Rehabilitation of Affordable Housing	10%	\$39,085,941.58	10%
Acq/Rehab: Small NOAH Program	60%	\$23,451,564.95	
Acq/Rehab: Preserving Affordability Program	40%	\$15,634,376.63	
Homeownership Opportunities, Capacity-Building & Operating Assistance	10%	\$39,085,941.58	10%
Homeownership Opportunities Program	40%	\$15,634,376.63	
Capacity-Building Program	10%	\$3,908,594.16	
Operating Assistance Program	50%	\$19,542,970.79	
Program Stabilization Fund	5%	\$34,167,728.44	8.7%
<b>Affordable Housing Program - Subtotal</b>	<b>70%</b>	<b>\$288,226,348.72</b>	<b>73.7%</b>
<b>Homelessness Prevention Program</b>			
Short-term Emergency Assistance	5%	\$3,767,728.44	1%
Income Support for Rent-Burdened At-Risk Seniors & Persons with Disabilities	10%	\$42,681,265.70	10.9%
Eviction Defense/Prevention	10%	\$39,085,941.58	10%
Tenant Outreach & Education	2%	\$7,817,188.32	2%
Protections from Tenant Harassment	3%	\$9,280,943.06	2.4%
<b>Homelessness Prevention Program - Subtotal</b>	<b>30%</b>	<b>\$102,633,067.10</b>	<b>26.3%</b>
<b>Total</b>	<b>100%</b>	<b>\$424,847,191.11</b>	<b>100%</b>

Table 2. FY 2026-27 Expenditure Plan

<b>Total Revenue</b>	<b>\$421,313,550.34</b>		
<b>Expenditure Category</b>	<b>ULA Prescribed Allocation</b>	<b>Proposed Expenditure Plan FY 26/27</b>	<b>Percent Allocated FY 26/27</b>
<b>House LA Fund - Administration</b>	<b>8%</b>	<b>\$33,705,084.03</b>	<b>8%</b>
Citizen Oversight Committee	3%	\$1,011,152.52	3%
Administration - Program Support	97%	\$32,693,931.51	97%
<b>House LA Fund - Programs</b>	<b>92%</b>	<b>\$387,608,466.32</b>	<b>92%</b>
<b>Affordable Housing Program</b>			
Multifamily Affordable Housing	22.5%	\$87,211,904.92	22.5%
Alternative Models for Permanent Affordable Housing	22.5%	\$87,211,904.92	22.5%
Alternative Models: New Construction Program	85%	\$74,130,119.18	
Alternative Models: Preservation Program	15%	\$13,081,785.74	
Acquisition & Rehabilitation of Affordable Housing	10%	\$38,760,846.63	10%
Acq/Rehab: Small NOAH Program	60%	\$23,256,507.98	
Acq/Rehab: Preserving Affordability Program	40%	\$15,504,338.65	
Homeownership Opportunities, Capacity-Building & Operating Assistance	10%	\$38,760,846.63	10%
Homeownership Opportunities Program	40%	\$15,504,338.65	
Capacity-Building Program	10%	\$3,876,084.66	
Operating Assistance Program	50%	\$19,380,423.32	
Program Stabilization Fund	5%	\$19,380,423.32	5.0%
<b>Affordable Housing Program - Subtotal</b>	<b>70%</b>	<b>\$271,325,926.42</b>	<b>70.0%</b>
<b>Homelessness Prevention Program</b>			
Short-term Emergency Assistance	5%	\$19,380,423.32	5.0%
Income Support for Rent-Burdened At-Risk Seniors & Persons with Disabilities	10%	\$38,760,846.63	10%
Eviction Defense/Prevention	10%	\$38,760,846.63	10%
Tenant Outreach & Education	2%	\$7,752,169.33	2%
Protections from Tenant Harassment	3%	\$11,628,253.99	3%
<b>Homelessness Prevention Program - Subtotal</b>	<b>30%</b>	<b>\$116,282,539.89</b>	<b>30.0%</b>
<b>Total</b>	<b>100%</b>	<b>\$421,313,550.34</b>	<b>100%</b>

Table 3. FY 2027-28 Expenditure Plan

<b>Total Revenue</b>	<b>\$421,313,550.34</b>		
<b>Expenditure Category</b>	<b>ULA Prescribed Allocation</b>	<b>Proposed Expenditure Plan FY 26/27</b>	<b>Percent Allocated FY 26/27</b>
<b>House LA Fund - Administration</b>	<b>8%</b>	<b>\$33,705,084.03</b>	<b>8%</b>
Citizen Oversight Committee	3%	\$1,011,152.52	3%
Administration - Program Support	97%	\$32,693,931.51	97%
<b>House LA Fund - Programs</b>	<b>92%</b>	<b>\$387,608,466.32</b>	<b>92%</b>
<b>Affordable Housing Program</b>			
Multifamily Affordable Housing	22.5%	\$87,211,904.92	22.5%
Alternative Models for Permanent Affordable Housing	22.5%	\$87,211,904.92	22.5%
Alternative Models: New Construction Program	85%	\$74,130,119.18	
Alternative Models: Preservation Program	15%	\$13,081,785.74	
Acquisition & Rehabilitation of Affordable Housing	10%	\$38,760,846.63	10%
Acq/Rehab: Small NOAH Program	60%	\$23,256,507.98	
Acq/Rehab: Preserving Affordability Program	40%	\$15,504,338.65	
Homeownership Opportunities, Capacity-Building & Operating Assistance	10%	\$38,760,846.63	10%
Homeownership Opportunities Program	40%	\$15,504,338.65	
Capacity-Building Program	10%	\$3,876,084.66	
Operating Assistance Program	50%	\$19,380,423.32	
Program Stabilization Fund	5%	\$19,380,423.32	5%
<b>Affordable Housing Program - Subtotal</b>	<b>70%</b>	<b>\$271,325,926.42</b>	<b>70%</b>
<b>Homelessness Prevention Program</b>			
Short-term Emergency Assistance	5%	\$19,380,423.32	5%
Income Support for Rent-Burdened At-Risk Seniors & Persons with Disabilities	10%	\$38,760,846.63	10%
Eviction Defense/Prevention	10%	\$38,760,846.63	10%
Tenant Outreach & Education	2%	\$7,752,169.33	2%
Protections from Tenant Harassment	3%	\$11,628,253.99	3%
<b>Homelessness Prevention Program - Subtotal</b>	<b>30%</b>	<b>\$116,282,539.89</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>	<b>\$421,313,550.34</b>	<b>100%</b>



**THIRD AMENDED AND RESTATED**  
**PROFESSIONAL SERVICES AGREEMENT**

Contract No.	C-144360
Contractor:	Southern California Housing Rights Center
Type of Organization	Nonprofit Corporation
State Corporation No.	C0552630
Title:	ULA Short-Term Emergency Assistance Program and Income Support for Rent-Burdened At-Risk Seniors and Persons with Disabilities Program
Council File Nos.	23-0038, 23-0038-S5, and 23-0038-S7

[Remainder of page left intentionally blank.]

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THIRD AMENDED AND RESTATED  
AGREEMENT NUMBER C-144360 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER

This Third 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 Southern California Housing Rights Center, a California non-profit corporation (“Contractor”).

This Agreement completely amends, restates and replaces in its entirety that certain City of Los Angeles Contract Number C-144360, executed by the City Clerk on October 6, 2023, as amended by the First Amendment thereto, executed by the City Clerk on March 11, 2024 (First Amendment), as amended and restated by the First Amended and Restated Agreement executed by the City Clerk on September 4, 2024 (First Amended and Restated Agreement), and as amended and restated by the Second Amended and Restated Agreement executed by the City Clerk on December 2, 2024 (Second Amended and Restated Agreement). This Agreement amends and restates City of Los Angeles Contract Number C-144360, the First Amendment thereto, the First Amended and Restated Agreement, and the Second Amended and Restated Agreement in order to extend the term as set forth below.

**W I T N E S S E T H**

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, the City 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 which is the subject of this Agreement has been established by the City as one of the above-described programs; and

WHEREAS, in November of 2022, City voters approved the Measure United to House LA (“Measure ULA”), a Homeless and Housings Solutions Tax; and

WHEREAS, Measure ULA establishes funding for the City’s Homeless Prevention Programs, including Short-Term Emergency Assistance, Eviction Defense/Prevention, Tenant Outreach and Education, Protection from Tenant Harassment Program and

Income Support for Rent-Burdened At-Risk Seniors and Persons with Disabilities Program; and

WHEREAS, Measure ULA programs must be implemented even though the validity of Measure ULA is being challenged; and

WHEREAS, LAHD is designated by the City to direct, coordinate, manage and administer Measure ULA programs; and

WHEREAS, Section 231(i) of the City Charter and Chapter 3, Section 8.21 et seq., of the City Administrative Code (“LAAC”) empower the Mayor of the City to declare the existence of a local emergency as a result of any occurrence, by which, by reason it is magnitude, is or is likely to become beyond the control of normal services, personnel, equipment, and facilities of the regulatory constituted branches and departments of City government; and

WHEREAS, on December 12, 2022, the Mayor issued a Declaration of Local Housing and Homelessness Emergency in the City which was renewed on July 7, 2023 and remains in effect; and

WHEREAS, the Declaration of Local and Housing Homelessness Emergency directs all City Departments to take necessary steps for the protection of life, health and safety of residents in the City of Los Angeles; and

WHEREAS, on May 24, 2023, City Council approved the Mayor’s FY 2023-24 budget, authorizing the expenditure of One Hundred Fifty Million Dollars (\$150,000,000) of Measure ULA proceeds for the City’s Homeless Prevention Programs (Council File Number: 23-0600) with Twenty Million Dollars (\$20,000,000) earmarked for the ULA Short-Term Emergency Assistance Program (ULA Short-Term ERAP) (Council File Number: 23-0038); and

WHEREAS, on August 29, 2023 and September 11, 2023, City Council and the Mayor approved the execution of a sole source contract (C-144360) with Contractor for it to assist the City with the administration of the ULA Short-Term ERAP, including the issuance of rental assistance payments. The initial contract was for an amount not to exceed Twenty Million Seven Hundred Thousand Dollars (\$20,700,000) of Measure ULA Proceeds (up to Eighteen Million Four Hundred Thousand Dollars (\$18,400,000) was for rental assistance and up to Two Million Three Hundred Thousand Dollars (\$2,300,000) for administrative costs), for a term of one-year commencing August 1, 2023 and ending on July 31, 2024 (Council File Number: 23-0038); and

WHEREAS, the justification for the sole source contract was the Mayor’s Declaration of Emergency, the Contractor’s past experience assisting the City with prior iterations of rental assistance programs during Covid-19 and the need to expeditiously administer the ULA Short-Term ERAP given the fact that tenants with Covid-19 rental

arrears owed between October 2021 through January 2023 was due by February 1, 2024 in order to avoid eviction; and

WHEREAS, on October 31, 2023 and November 2, 2023, City Council and the Mayor approved a first amendment to the sole source contract (C-144360) to add an additional Twelve Million Dollars (\$12,000,000) consisting of Measure ULA proceeds to be used for additional rental assistance only, for a new contract total of Thirty-Two Million Seven Hundred Thousand Dollars (\$32,700,000) (Council File Number: 23-0038). No additional time was added to the term; and

WHEREAS, on May 7, 2024 and May 17, 2024, City Council and the Mayor approved a second amendment to the sole source contract (C-144360) – the First Amended and Restated Agreement – to add an additional Three Million Ninety-Five Thousand Three Hundred Fifty-One Dollars and Seventy Three Cents (\$3,095,351.73) (consisting of Two Million Eight Hundred Fifty Two Thousand Dollars (\$2,852,000) of Measure ULA proceeds and Two Hundred Forty Three Thousand Three Hundred Fifty-One Dollars and Seventy Three Cents (\$243,351.73) of Emergency Rental Assistance Subsidy Trust Funds) for a new contract total of Thirty-Five Million Seven Hundred Ninety-Five Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$35,795,351.73) and to extend the term of the contract by twelve (12) months through July 31, 2025 so that the Contractor could continue to administer the ULA Short-Term ERAP and perform necessary close out activities (Council File Number: 23-0038-S5); and

WHEREAS, of the Thirty-Five Million Seven Hundred Ninety-Five Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$35,795,351.73), up to Thirty Million Six Hundred Forty-Three Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$30,643,351.73) was to be disbursed for rental assistance and Five Million One Hundred Fifty-Two Thousand Dollars (\$5,152,000) was to be expended on performing the various services required for administration and close out activities for the ULA Short Term ERAP; and

WHEREAS, the justification for the First Amended and Restated Agreement included the fact that the ULA Short Term-ERAP was approaching the close out phase, which rendered a new competitive bidding process impractical and undesirable under City Charter Section 371(e)(10); and

WHEREAS, on October 09, 2024 and October 17, 2024, City Council and the Mayor approved the amendment and restatement of the sole source contract (C-144360) – the Second Amended and Restated Agreement – to add an additional Ten Million Seven Hundred Sixty Thousand Dollars (\$10,760,000) to perform application screening, eligibility determinations, and disbursement of financial assistance for the implementation of the ULA Short-Term Emergency Assistance Program and Income Support for Rent-Burdened At-Risk Seniors and Persons with Disabilities Program (the “ULA Interim Income Support Program”), for a new contract total of Forty-Six Million Five Hundred Fifty-Five Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents

(\$46,555,351.73) (Council File Number: 23-0038). No additional time was added to the term; and

WHEREAS, of the Forty-Six Million Five Hundred Fifty-Five Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$46,555,351.73) contemplated under this Agreement, up to Forty Million Five Hundred Twenty-Three Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$40,523,351.73) shall be disbursed for rental and income assistance and Six Million Thirty-Two Thousand Dollars (\$6,032,000) shall be expended on performing the various services required for the administration of the ULA Interim Income Support Program under this Agreement; and

WHEREAS, the justification for the Second Amended and Restated Agreement included the fact that: the ULA Interim Income Support Program was based off of the existing infrastructure of the ULA Short-Term ERAP; the Contractor already had the necessary information from applicants who applied for, but for various reasons, including but not limited to, not being qualified for, the ULA Short-Term ERAP, to identify who qualified for the ULA Interim Income Support Program; and the Contractor was in the best position to efficiently administer the ULA Interim Income Support Program due to their experience administering the ULA Short-Term ERAP; all of the foregoing rendered a new competitive bidding process impractical and undesirable under City Charter Section 371(e)(10); and

WHEREAS, on **Month Day**, 2025 and **Month Day**, 2025, City Council and the Mayor approved the amendment and restatement of the sole source contract (C-144360) – the Third Amended and Restated Agreement – to extend the Agreement by twelve (12) months through July 31, 2026 (Council File Number 23-0038-S7) to continue performing application screening, eligibility determinations, disbursement of financial assistance, and close-out activities for the ULA Interim Income Support Program. No additional funds were added to the Agreement; and

WHEREAS, the justification for further amending and restating the sole source contract (C-144360) includes the fact that the ULA Interim Income Support Program is approaching the close out phase, which renders a new competitive bidding process impractical and undesirable under City Charter Section 371(e)(10).

[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 Southern California Housing Rights Center, is a California non-profit corporation, having its principal office at 3255 Wilshire Blvd., Suite 1150, Los Angeles, California 90010.

### **§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:

Tiena Johnson Hall, General Manager  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

With copies to:

Marcella DeShurley, Director, Rent Stabilization Division  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

- 2. The representative of the Contractor shall be:

Chancela Al-Mansour, Executive Director  
Southern California Housing Rights Center  
3255 Wilshire Blvd, Suite 1150  
Los Angeles, CA 90010  
calmansour@housingrightscenter.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal



delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

#### §103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with §423 of this Agreement and attached hereto as Exhibit A.
- B. A Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B and the Los Angeles Administrative Code §10.37 *et seq.*
- C. A Certification of Compliance with each of the following, including the City's Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §446, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) website at [www.rampla.org](http://www.rampla.org) prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 ("LAHD Code of Conduct") and agrees to abide therewith.

## II. TERM AND SERVICES TO BE PROVIDED

#### §201. Time of Performance

The term of this Agreement shall commence on August 1, 2023 and end July 31, 2026. 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 meets the insurance requirements as required herein.

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

- I. Short-Term Emergency Assistance Program

- A. **Scope of Work:** The Contractor shall provide contractual services as provided in the work task schedule set forth in this section and provide itemized billing for services as per the Fee Schedule in Exhibit C-1. Exhibit C-1 (Fee Schedule) is attached hereto and incorporated herein by reference. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.
- B. The Contractor shall complete the Scope of Work during the Contract Term, except as otherwise provided herein.
- C. United to House LA (Measure ULA) Short-Term Emergency Assistance Program
  - 1. The United to House LA (Measure ULA) Short-Term Emergency Assistance Program has an objective to prevent homelessness and stabilize housing by providing short-term emergency financial assistance to low-income tenant households in the City of Los Angeles who are experiencing a loss or decrease in household income due to a one-time economic hardship for a short-term period of up to 6 months. Priority eligibility shall be established for lower-income households.
  - 2. The Fiscal Year 2023-2024 ULA Short-Term Emergency Assistance will be exclusively used for rental arrears payments to eligible property owners on behalf of eligible tenants. The program will provide a one-time payment of up to six months of the entirety of rent payments.
  - 3. The work tasks include but are not limited to the following:
    - a. Administer the ULA Short-Term Emergency Assistance Program in accordance with the following program guidelines approved under Council File Number 23-0038. Eligible households must:
      - 1) Reside in the City of Los Angeles;
      - 2) Be obligated to pay rent on a residential rental dwelling;
      - 3) Be experiencing or have experienced a loss or decrease in household income due to an economic hardship;
      - 4) Provide documentation of income at or below 80% of Area Median Income (AMI) as of December 31st of the year prior to application date based upon income limits set by the U.S. Department of Housing and Urban Development (HUD);

- 5) As necessary, applicants must provide contact information (name, address telephone, email) for their landlord; and
  - 6) Tenants must still be in possession of the rental unit for which the renter assistance is requested, with no court adjudication requiring surrender of the rental unit.
- b. Short-Term Emergency Assistance priorities will be given to applicants who meet one or more of the following eligibility requirements:
- 1) Households are from a "Small Housing Provider" defined as an owner of 12 rental housing units or less.
  - 2) Household is considered extremely low income at/or below 30% of AMI.
  - 3) Household has minor children and/or seniors aged 65 and above or people with disabilities.
  - 4) Households for whom up to six months' rent will satisfy their entire debt for the unit they currently inhabit.
  - 5) Households who have entered into an agreement to repay the remaining rent arrears affordably.
  - 6) Households that are extremely rent burdened, paying more than 50% of total household income for rent each month.
  - 7) Households that are at high risk of becoming homeless (includes but is not limited to households with past due rent or an eviction notice, unsafe or unhealthy living conditions, or any other similar risk).
- c. Use LAHD system for tracking and administering the Short-Term Emergency Assistance Program in accordance with the above eligibility requirements. The System must track applications received; rental unit addresses and names of tenants approved for rental assistance; household income(s); landlord information for tenants and/or landlords determined to be eligible; types of assistance or referrals provided to both accepted and rejected applicants; outcome of applications; total of funds advanced to landlords by household and in total; and any other data recommended by the Contractor or requested by LAHD.

- d. Hire, supervise and train subcontractors responsible for assisting with eligibility determinations and issuing rental arrear payments.
- e. Develop and/or distribute application forms and training materials, which must be approved by LAHD.
- f. Assist LAHD and LAHD-approved agencies in administering the Short-Term Emergency Assistance Program.
- g. As directed by LAHD, draft documentation, electronic communications, materials, and advertisements in furtherance of the Short-Term Emergency Assistance Program.
- h. Submit timely written program materials, reports, templates or forms as required by LAHD in order to meet project timelines.
- i. Review, monitor, track, process and determine program and funding eligibility of Short-Term Emergency Assistance Program applicants through review of documentation received. All information must be entered into the Short-Term Emergency Assistance Program system.
- j. Assist with and conduct education and outreach for the Short-Term Emergency Assistance Program.
- k. Communicate with tenant and landlords and obtain required eligibility documentation from both parties.
- l. Enter the final eligibility information of each applicant: total household income, total number of household members, verify economic hardship, verify the tenant has unpaid rent, capture payment to the landlord, and complete fraud detection measures. All information must be entered into the Short-Term Emergency Assistance Program system.
- m. Issue rental arrears assistance payment to eligible property owners on behalf of eligible tenants. Payments to the landlord must be entered into the Short-Term Emergency Assistance Program system. Payments will be made directly to the applicant's landlord, property management firm, or the landlord's designated agent. Only one payment will be made to a landlord per eligible household equal to the total amount awarded for the covered period based on the eligibility of the current household occupants. No direct payments will be made to tenant applicants.

- n. Review, research, and follow up on payment discrepancies such as rent assistance checks returned to LAHD or the Contractor, lost in the mail, reissued checks, and fraudulent or suspect disbursements.
- o. Ensure the Short-Term Emergency Assistance Program application payment files are kept updated on all required data points.
- p. Maintain a detailed accounting of all Contractor payments to ensure all payments are expended and do not exceed the program budget.
- q. Submit weekly Short-Term Emergency Assistance Program determination application files for payment processing.
- r. Prepare and submit weekly reports on applications reviewed, approved, and the number and amount of rental assistance payments approved. Provide LAHD with a weekly invoice based on applications processed.
- s. Issue Form 1099 directly to landlords that are paid for rental arrears assistance.
- t. Prepare and provide reports regarding the Short-Term Emergency Assistance Program outcomes, as requested by LAHD and a final summary, evaluation and closeout report at the conclusion of the Short-Term Emergency Assistance Program.

II. Interim Income Support for Rent-Burdened At-Risk Seniors and Persons with Disabilities Program

- A. **Scope of Work:** The Contractor shall provide contractual services as provided in the work task schedule set forth in this section and provide itemized billing for services as per the Fee Schedule in Exhibit C-2. Exhibit C-2 (Fee Schedule) is attached hereto and incorporated herein by reference. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.
- B. The Contractor shall complete the Scope of Work during the Contract Term, except as otherwise provided herein.
- C. The United to House LA (Measure ULA) Interim Income Support for Rent-Burdened At-Risk Seniors and Persons with Disabilities (Interim Income Support) Program has an objective to provide one-time cash assistance payments to eligible households that include seniors and/or people with disabilities who are at-risk of being displaced from their homes.

D. The Fiscal Year 2023-2024 Measure ULA Interim Income Support Program will alleviate financial hardship of our most vulnerable Angelenos by providing a one-time cash payment to eligible households to help meet their basic needs. In the process of administering the ULA Short-Term Rental Assistance Program, LAHD identified households with members who are seniors and/or persons with disabilities who are at-risk of housing displacement, and whose need for assistance exceeded the program's ability to adequately address those needs. Payments will be made directly to tenants to determine how best to use the cash assistance.

E. The work tasks include but are not limited to the following:

1. Measure ULA Interim Income Support Program

a. Administer the Measure ULA Interim Income Support Program (Interim Income Support Program) in accordance with the following program guidelines approved under Council File Number 23-0038. Eligible participants must meet all of the following criteria:

1) Household resides in the City of Los Angeles;

2) One or more individuals within the household must be a Senior and/or a Person with Disability:

a. Senior - person who is at least 65 years of age or older at the time of application;

b. Person with Disability - a person who has a physical or mental impairment that substantially limits one or more major life activities, such as hearing, seeing, speaking, walking, breathing, performing manual tasks, caring for oneself, learning, or working;

3) Provide documentation of income at or below 50% of Area Median Income (AMI) as of December 31st of the year prior to application date based upon income limits set by the U.S. Department of Housing and Urban Development (HUD);

4) Applied for, but did not receive ULA Short-Term Rental Assistance Program payments because their overall assistance needs exceeded the program's ability to address those needs, or because available funding was exhausted;

5) Applicants' monthly rent cannot exceed \$4,000 per month.

- b. Use LAHD system for tracking and administering the Interim Income Support Program in accordance with the above eligibility requirements. The System must track applications received; rental unit addresses and names of tenants approved for rental assistance; household income(s); types of assistance or referrals provided to both accepted and rejected applicants; outcome of applications; total of funds advanced to tenants and/or landlords by household and in total; referral, participation and completion of benefits and tax counseling; and any other data recommended by the Contractor or requested by LAHD.
- c. Hire, supervise, train and coordinate subcontractors responsible for assisting with eligibility determinations, and issuing cash assistance payments.
- d. Partner and collaborate with agencies to refer potential recipients to receive benefits and tax counseling to understand the impact of cash assistance.
- e. Develop and/or distribute application forms and training materials, which must be approved by LAHD. All applications must include the following signed attestation by the applicant:

“I attest under penalty of perjury by signing my name below that I will use the payment, if any, that I receive under this program, only to help meet my basic needs pursuant to the intended purpose(s) of the program, such as paying the costs of health care, food, transportation, utilities, housing and other necessities. I understand that if I use the payment I receive under this program to pay for expenses that are not within the intended purpose(s) of the program that I shall be required to pay that amount back to the City and that the City shall be entitled to take appropriate legal action against me to collect that amount back. I also understand that I am required to keep receipts for any expenditures for a period of six (6) years in the event of program audit.”
- f. Assist LAHD and LAHD-approved agencies in administering the Interim Income Support Program.
- g. As directed by LAHD, draft documentation, electronic communications, materials, and advertisements in furtherance of the Interim Income Support Program.

- h. Submit timely written program materials, reports, templates or forms as required by LAHD in order to meet project timelines.
- i. Review, monitor, track, process and determine program and funding eligibility of Interim Income Support Program applicants through review of documentation received. All information must be entered into the Interim Income Support Program system.
- j. Assist with and conduct education and outreach for the Interim Income Support Program.
- k. Communicate with tenants and landlords and obtain required eligibility documentation from both parties.
- l. Enter the final eligibility information of each tenant: proof of residency, proof of age, proof of disability, total household income, total number of household members, verify economic hardship, verify the tenant has unpaid rent, verify monthly rent amount, capture payment to the tenant or landlord, and complete fraud detection measures. All information must be entered into the Interim Income Support Program system.
- m. Issue cash assistance payment to eligible tenants or landlords on behalf of eligible tenants. Payments to the tenant or landlord must be entered into the Interim Income Support Program system. Payments will be made directly to the tenant or landlord, property management firm, or the landlord's designated agent. Only one payment will be made to a tenant or landlord per eligible household equal to the total amount awarded for the covered period based on the eligibility of the current household occupants.
- n. Review, research, and follow up on payment discrepancies such as cash assistance checks returned to LAHD or the Contractor, lost in the mail, reissued checks, and fraudulent or suspect disbursements.
- o. Ensure the Interim Income Support Program application payment files are kept updated on all required data points.
- p. Maintain a detailed accounting of all Contractor payments to ensure all payments are expended and do not exceed the program budget.
- q. Submit weekly Interim Income Support Program determination application files for payment processing.



- r. Prepare and submit weekly reports on applications reviewed, approved, number of referred eligible participants referred for benefits and tax counseling, and the number and amount of cash assistance payments approved. Provide LAHD with a weekly invoice based on applications processed.
- s. Issue Form 1099 directly to landlords that are paid for tenant's rental arrears.
- t. Prepare and provide reports regarding the Interim Income Support Program outcomes, as requested by LAHD and a final summary, evaluation and closeout report at the conclusion of the Interim Income Support Program.

### **III. PAYMENT**

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

- A. The total Agreement price is Forty-Six Million Five Hundred Fifty-Five Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$46,555,351.73).

Of the Forty-Six Million Five Hundred Fifty-Five Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$46,555,351.73) contemplated under this Agreement, up to Forty Million Five Hundred Twenty-Three Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$40,523,351.73) shall be disbursed for rental and income assistance and Six Million Thirty-Two Thousand Dollars (\$6,032,000) shall be expended on performing the various services required under this Agreement.

- B. Of the total amount paid under this Agreement, Contractor may request the approval of advance payment from the City in an amount not to exceed Forty Million Five Hundred Twenty-Three Thousand Three Hundred Fifty-One Dollars and Seventy-Three Cents (\$40,523,351.73) to assist qualifying tenants eligible for rental aid and income assistance payments. Contractor in receipt of advance payment(s) authorized by the City shall provide LAHD with supporting documentation for all reasonable and allowable rental assistance payments incurred and unallowable expenditures are to be immediately returned.
- C. The Contractor shall submit weekly invoices to LAHD. Each weekly invoice shall: a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement

detailing the work completed for the week. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. 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.
- F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- G. 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 Agreement 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 Agreement. The language of this Agreement 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 Agreement and any agent thereof. 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 Agreement 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 Agreement with no additional compensation paid to the Contractor.

In any action arising out of this Agreement, or otherwise, the Contractor consents to personal jurisdiction, and agrees to bring and/or litigate all actions and claims, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement 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 Agreement shall not be affected.

#### §403. Time of Effectiveness

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

- A. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. This Agreement 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 Agreement as to form; and
- D. This Agreement 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 Agreement.

#### §404. Fully Integrated Contract

This Agreement and all Exhibits attached hereto set forth all of the rights and duties of the parties with respect to the subject matter of this Agreement, and replaces any and all previous agreements, contracts or understandings, whether written or oral, relating thereto or arising from any other City contract. This Agreement may be amended only as provided for in the provisions of §405 herein.

#### §405. Amendment

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

#### §406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 waive and have no further claims against the City under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, 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 §406, if the Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, 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 Agreement due to the Contractor's breach of this Agreement.
2. If the default under this Agreement is due to the Contractor's failure to maintain the insurance required under this Agreement, the Contractor shall immediately: (1) suspend performance of any services under this Agreement for which insurance was required; and (2) notify its employees and Subcontractors of the loss of

insurance coverage and the 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 Agreement.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Agreement.
5. Acts of Moral Turpitude
  - a. In the event the City terminates this Agreement as provided in this section, 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 Agreement.
  - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Agreement after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Agreement.
  - 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 Agreement, 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 Agreement as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services from another contractor 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 Agreement 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 Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §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 Agreement.
  - 9. Contractor shall not take any action nor be involved in any circumstance that would create a conflict of interest or adverse interests as to the City, its Departments, employees, and elected officials.
- C. In the event that this Agreement 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 Agreement 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 provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. The Contractor agrees to 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. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of any Subcontractors. The City does not have any obligation to pay Contractor's Subcontractors, and nothing herein creates any privity of contract or legal obligations as between the City and any Subcontractors.

#### §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 Agreement, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

#### §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 Agreement 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 Agreement.

#### §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 Agreement so as to prevent any lien or other claim under any provision of law from arising against 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 Agreement.

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

For the duration of this Agreement, 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 tenant and landlord contacts and records of financial requests and transactions, pertaining to the performance of this Agreement, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Agreement, or (3) termination of this Agreement. The records will be subject to examination and audit by authorized City personnel or the City's representatives at any time, and any other authorized person or entity. The Contractor agrees to use due diligence in assisting the City requesting to examine any business records related to this Agreement. The Contractor shall provide any reports requested by the City regarding performance of this Agreement. Any subcontract thereto entered into by the Contractor, and work product related, for work to be performed under this Agreement must include identical provisions as provided herein and be made available for City review at the Contractor's sole expense.

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 Agreement.

#### §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 willful legal misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor shall, without reservation of rights, 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, agents, and subcontractors, 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 Agreement. This provision will survive expiration or termination of this Agreement.

#### §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, without reservation of rights, 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 Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Agreement. 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 Agreement. This provision will survive expiration or termination of this Agreement.

#### §420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Agreement 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 Agreement including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation and spreadsheets, 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 Agreement (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 Agreement. 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 Agreement 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 Agreement, 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 Agreement shall include this provision to contractually bind its Subcontractors performing work under this Agreement 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, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, 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 to the City, 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 Agreement 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 Agreement.

#### §424. Best Terms

Throughout the term of this Agreement, 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 Agreement.

#### §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 Agreement 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 Agreement, 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 Agreement by reference..
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Agreement.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

Any subcontract entered into by the Contractor for work to be performed under this Agreement must include an identical provision as set forth in §426 herein.

#### §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 Agreement. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Agreement must include an identical provision.

#### §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 Agreement 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 Agreement must include an identical provision.

#### §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 a protected class nor 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 Agreement 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.

The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the Contractor for work to be performed under this Agreement must include an identical provision as set forth in §430 herein.

#### §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 Agreement. The Contractor shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://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 Agreement must include an identical provision.

#### §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 Agreement must include an identical provision.

#### §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 Agreement must include an identical provision..

#### §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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement:

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

You are a subcontractor on City of Los Angeles Contract # C-144360. 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 elected for City office during the twelve month period 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 Agreement must include an identical provision.

§439. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Agreement, 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 Agreement. 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 Agreement.

§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 Interests 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, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Agreement (collectively "Confidential Information") are confidential. The Contractor shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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 Agreement.

#### §444. Contractor Data Reporting

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

#### §445. 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 the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the 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 the Contractor and approved by LAHD in writing prior to the execution of this Agreement, the 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 the Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

#### §446. Disclosure of Border Wall Contracting Ordinance

The 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.

#### §447. City's Additional Remedies

The 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 the City of any cause of action that the City may have against the Contractor. The 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 the Contractor in relation to this Agreement and other transactions between the City and the Contractor.

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

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the 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 the City and upon rejection must be replaced by the 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 §202 above. If it is determined that the request is outside of the scope of work, the 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 the 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 the Contractor's employees, any subcontractors, and the public.

### **VI. ENTIRE AGREEMENT**

#### §501. Complete Agreement

This Agreement and Exhibits A to C attached hereto contains the full and complete Agreement and Contract between the two parties. No verbal agreement nor

conversation nor previous contract(s) 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

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

#### §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-seven (37)** pages, and three (3) Exhibits A to C, 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 the next page.]

**VI. SIGNATURE PAGE**

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

APPROVED AS TO FORM:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

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

TIENA JOHNSON HALL  
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:

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

PETTY F. SANTOS, Interim City Clerk

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

Date \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

For: Southern California Housing Rights  
Center, a California non-profit  
corporation

By \_\_\_\_\_  
Chancela Al-Mansour  
Executive Director and  
Chief Executive Officer

City Business License Number: 0000948688-0001-6

Internal Revenue Service ID Number: 95-2572642

Council File Number: 23-0038-S7; Dates of Approval: ###/###/2025 (Council) & ###/###/2025 (Mayor)

Said Agreement is Number C-144360 of City Contracts



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

Name: Southern California Housing Rights Center Date: 09/08/2023

Agreement/Reference: ULA Short-Term Emergency Assistance Program

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

LIMITS

☒ **Workers' Compensation – Workers' Compensation (WC) and** WC Statutory  
**Employer's Liability (EL)** EL \$ 1,000,000  
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers  
☐ Jones Act

☒ **General Liability**  
☒ Products/Completed Operations ☐ Sexual Misconduct \$ 1,000,000  
☐ Fire Legal Liability ☐ \_\_\_\_\_

☐ **Automobile Liability** \$ \_\_\_\_\_  
(for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions) \$ 1,000,000  
Discovery Period 12 Months After Completion of Work or Date of Termination.

☐ **Property Insurance** \$ \_\_\_\_\_  
(to cover replacement cost of building -as determined by insurance company)  
☐ All Risk Coverage ☐ Boiler and Machinery  
☐ Flood ☐ Builder's Risk  
☐ Earthquake ☐ \_\_\_\_\_

☐ **Pollution Liability** \$ \_\_\_\_\_  
☐ \_\_\_\_\_

☐ **Surety Bonds – Performance and Payment (Labor and Materials) Bonds** 100% of the contract price  
☐ **Crime Insurance** \$ \_\_\_\_\_

**Other:** 1) 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. 2) If a contractor has no employees, and decides to not cover herself/himself for workers' compensation, such contractor must complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <https://cao.lacity.org/risk/insuranceforms.htm> 3) To comply with insurance requirements, contractors' insurance broker or agent must submit their

insurance certificate to the City's designated site for insurance compliance and tracking – KwikComply: <https://kwikcomply.org> 4) Insurance certificates must be re-submitted prior to policy expiration date(s) throughout the term of the contract.

## **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**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

An employer subject to the Living Wage Ordinance 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 (also available in English at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(English\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(Spanish\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.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**

“Section 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 City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

**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  
[BCA.EEOE@LACITY.ORG](mailto:BCA.EEOE@LACITY.ORG)**

**EXHIBIT C**  
**FEE SCHEDULE**

The services rendered by the contractor will be compensated upon approval of the invoice and in accordance with the project cost table below.

**1. MEASURE ULA SHORT-TERM EMERGENCY ASSISTANCE PROGRAM**

Phase 1 -Training and Onboarding			
Role	Quantity	Estimated Number of Weeks	
Processors	50	2	
Pod Leads	4	2	
Payment Pod Leads	1	2	
Team Lead	1	2	
Average weekly rate			<b>\$45,800</b>
Sub-total			<b>\$91,600</b>
Phase 2 - Application Review			
Role	Quantity	Estimated Number of Weeks	
Processors	50	14	
Pod Leads	4	14	
Payment Pod Leads	1	14	
Team Lead	1	14	
Average weekly rate			<b>\$127,800</b>
Sub-total			<b>\$1,789,200</b>
Phase 3 - Rental Payment Preparation and 1099 Processing			
Role	Quantity	Estimated Number of Weeks	
Processors	50	4	
Pod Leads	4	4	
Payment Pod Leads	1	4	
Team Lead	1	4	
Average weekly rate			<b>\$123,600</b>
Sub-total			<b>\$494,400</b>

Phase 4 - Rental Payment Disbursement			
Role	Quantity	Estimated Number of Weeks	
Processors	30	24	
Pod Leads	2	24	
Payment Pod Leads	1	24	
Team Lead	1	24	
Average weekly rate			<b>\$87,158</b>
Sub-total			<b>\$2,091,800</b>
Phase 5 - Payment Resolution and Closeout			
Role	Quantity	Estimated Number of Weeks	
Processors	25	4	
Pod Leads	1	4	
Payment Pod Leads	1	4	
Team Lead	1	4	
Average weekly rate			<b>\$51,000</b>
Sub-total			<b>\$204,000</b>
SCHRC Administration Costs			
Description			Total
SCHRC administration and accounting staff			<b>\$415,100</b>
SCHRC bank fees, check processing fees, mail postage/ delivery of checks/payments and IRS 1099 TINs fees <sup>1</sup>			<b>\$65,900</b>
Sub-total			<b>\$481,000</b>
Total Cost			<b>\$5,152,000</b>

Contractor reserves the right to re-allocate budget as necessary to best serve project needs; however, in no event shall the total cost exceed the fixed fee amount unless LAHD requests that the Contractor complete work beyond the agreed upon scope.

<sup>1</sup> IRS 1099 TINs fees are associated with charges that SCHRC receives when a landlord provides a tax number that is not correct.

**EXHIBIT C**  
**FEE SCHEDULE**

**2. MEASURE ULA INTERIM INCOME SUPPORT FOR RENT-BURDENED AT-RISK SENIORS AND PERSONS WITH DISABILITIES PROGRAM**

Phase 1 -Training and Onboarding			
Role	Quantity	Estimated Number of Weeks	
Processors	8	1	
Pod Leads	2	1	
Payment Pod Leads	1	1	
Team Lead	1	1	
Average weekly rate			<b>\$25,200</b>
Sub-total			<b>\$25,200</b>
Phase 2 - Application Selection and Referral Submission			
Role	Quantity	Estimated Number of Weeks	
Processors	8	2	
Pod Leads	2	2	
Payment Pod Leads	1	2	
Team Lead	1	2	
Average weekly rate			<b>\$40,600</b>
Sub-total			<b>\$81,200</b>
Phase 3 - Application Processing and Payment Preparation			
Role	Quantity	Estimated Number of Weeks	
Processors	8	6	
Pod Leads	2	6	
Payment Pod Leads	1	6	
Team Lead	1	6	
Average weekly rate			<b>\$40,600</b>
Sub-total			<b>\$243,600</b>
Phase 4 - Payment Disbursement			
Role	Quantity	Estimated Number of Weeks	
Processors	8	6	



Pod Leads	2	6	
Payment Pod Leads	1	6	
Team Lead	1	6	
Average weekly rate			<b>\$34,333</b>
Sub-total			<b>\$206,000</b>
<b>Phase 5 - Payment Resolution and Closeout</b>			
<b>Role</b>	<b>Quantity</b>	<b>Estimated Number of Weeks</b>	
Processors	8	5	
Pod Leads	2	5	
Payment Pod Leads	1	5	
Team Lead	1	5	
Average weekly rate			<b>\$20,800</b>
Sub-total			<b>\$104,000</b>
<b>SCHRC Administration Costs</b>			
<b>Description</b>			<b>Total</b>
SCHRC administration and accounting staff			<b>\$184,500</b>
SCHRC bank fees, check processing fees, mail postage/ delivery of checks/payments and IRS 1099 TINs fees <sup>2</sup>			<b>\$35,500</b>
Sub-total			<b>\$220,000</b>
Total Cost			<b>\$880,000</b>

Contractor reserves the right to re-allocate budget as necessary to best serve project needs; however, in no event shall the total cost exceed the fixed fee amount unless LAHD requests that the Contractor complete work beyond the agreed upon scope.

<sup>2</sup> IRS 1099 TINs fees are associated with charges that SCHRC receives when a landlord provides a tax number that is not correct.

CITY OF LOS ANGELES  
STANDARD LANGUAGE  
HOME INVESTMENT IN AFFORDABLE HOUSING  
SECOND AMENDED AND RESTATED AGREEMENT

Agreement No.	C-144080
Project /Program Title:	Financial Analysis and Loan Underwriting Services
Contractor:	Keyser Marston Associates, Inc.
Type of Organization:	For-Profit Corporation
State Corporate Number:	777759
UEID Number:	M3QPV8PHWB15
CFDA Number:	HOME 14.239
Federal Award Identification Number (FAIN):	M-24-MC-06-0519
Federal Award Date:	TBA
Research and Development Award:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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## 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	Certification Regarding Notice of Prohibition Against Retaliation
Exhibit E	Management Representation Statement
Exhibit F	Professional Fee Schedule

SECOND AMENDED AND RESTATED  
AGREEMENT NUMBER C-144080 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
KEYSER MARSTON ASSOCIATES, INC.

THIS SECOND AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Keyser Marston Associates, Inc. (“Contractor”), a California for-profit corporation.

This Agreement completely amends, restates and replaces in its entirety that certain City of Los Angeles Agreement Number C-144080 executed by the City Clerk on September 5, 2023, as amended by the First Amendment thereto, executed by the City Clerk on March 12, 2024 (First Amendment), and as amended and restated by the First Amended and Restated Agreement executed by the City Clerk on October 18, 2024 (First Amended and Restated Agreement). This Agreement is being amended and restated in order to add additional funds 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, the City 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 U.S. Department of Housing and Urban Development Grantor/HUD pursuant to the HOME Investment Partnerships Program and other eligible administered funds; 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 July 25, 2022, the City released a Request for Proposals (RFP) to select a contractor to provide financial analysis and loan underwriting services (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, on June 9, 2023 and June 13, 2022, City Council and the Mayor approved the execution of a contract (C-144080) with the Contractor to provide the Services for an amount not to exceed One Hundred Thousand Dollars (\$100,000), for a term of twelve (12) months

commencing on July 1, 2023 and ending on June 30, 2024 (Council File Number 22-1205-S1); and

WHEREAS, on December 12, 2023 and December 21, 2023, City Council and the Mayor approved a First Amendment to the contract (C-144080) to (a) add additional funds in the amount of Five Hundred Thousand Dollars (\$500,000) for a new contract total of Six Hundred Thousand Dollars (\$600,000) (Council File Number 23-0321-S1); and

WHEREAS, on June 18, 2024 and June 27, 2024, City Council and the Mayor approved a First Amended and Restated Agreement to the contract (C-144080) to (a) add additional funds in the amount of Two Hundred Thousand Dollars (\$200,000) for a new contract total of Eight Hundred Thousand Dollars (\$800,000); and (b) extend the term of the Agreement to June 30, 2025 (Council File Number 24-0500); and

WHEREAS, the City and the Contractor are desirous of further amending and restating the Agreement as authorized by the action of the Los Angeles City Council and the Mayor (Council File Number 23-0038-S7 adopted by City Council on **Month ##, 2025** and concurred by the Mayor on **Month ##, 2025**), which authorizes the General Manager of LAHD to further amend the Agreement for the purpose of: (a) adding additional funds in the amount of **Two Hundred Fourteen Thousand Dollars (\$214,000)** for a new total of **One Million Fourteen Thousand Dollars (\$1,014,000)**, and (b) 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:

**1. 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 Keyser Marston Associates, Inc., having its principal office at:  
1299 Fourth Street, Suite 408, San Rafael, California 94901.

**§102. Representatives of the Parties and Service of Notices**

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:

- A. The representative of the City shall be, unless otherwise stated in the Agreement:

Tiena Johnson Hall, General Manager  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

With copies to:  
Craig Arceneaux, Acting Assistant General Manager  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

- B. The representative of the Contractor shall be:

Julie Romey, Senior Principal  
Keyser Marston Associates, Inc.  
777 South Figueroa Street, Suite 2555  
Los Angeles, CA 90017  
jromey@keysermarston.com  
(213) 622-8095

With copies to:  
Diane Chambers, Chief Financial Officer  
1299 Fourth Street, Suite 408



San Rafael, CA 94901  
dchambers@keysermarston.com  
(415) 398-3050

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 as required by the City in accordance with Section §423 and attached hereto as Exhibit A and 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.(12) 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.(3)(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.

H. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §446.B.1. of this Agreement and agrees to abide therewith.

## **2. TERM AND SERVICES TO BE PROVIDED**

### **§201. Time of Performance**

The term of this Agreement shall commence on **July 1, 2023** and end **June 30, 2025**. 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 §104 above, and the insurance requirements as set 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 Contractor shall provide services as follows:**

**A. The Contractor shall provide LAHD with expert analysis and advice regarding the financial structuring of affordable and supportive housing projects and programs. The financial services performed will include, but not be limited to:**

- 1. Pro forma review and underwriting for new affordable and supportive housing projects;**
- 2. Pro forma review and underwriting for refinancing and loan restructuring proposals for existing affordable and supportive housing projects; and**
- 3. Analysis of LAHD affordable and supportive housing lending programs.**

**B. The Contractor shall have expertise in all aspects of financial analysis and underwriting relative to the planning, implementing, and preservation of affordable housing development projects in Los Angeles. The qualified individual(s) or firm(s) shall be knowledgeable in areas of real estate loan underwriting including, but not limited to:**

- 1. Federal and state Low Income Housing Tax Credit (LIHTC) financing requirements including both 4% and 9% LIHTC structures;**

2. Taxable and non-taxable bond financing;
  3. Affordable and market rate pro forma analysis;
  4. Single-family and multi-family pro forma analysis;
  5. Recapitalization analysis;
  6. Project debt and cash flow analysis;
  7. Commercial debt and equity financing;
  8. Project ownership structures; and
  9. Mixed-use development pro forma analysis.
- C. The Contractor shall have experience in various housing development finance programs, such as finance programs sponsored by the U.S Department of Housing and Urban Development (HUD), California State Housing and Community Development Department, Community Redevelopment Housing Set Aside funds, Los Angeles County, and the City of Los Angeles.
- D. The Contractor shall render the following services on an as-needed basis to LAHD, which may include, but not be limited to, the tasks stated below:
1. Perform pro forma analysis on proposed affordable housing developments including reviewing of hard and soft costs development costs, operating costs, land costs and revenue projections. Analyses may include financial gap analysis, residual land value analysis and analysis of financial options.
  2. Evaluate financial stability of the developer, including the review and evaluation of financial statements, staffing, current projects and capacity to carry out the project as proposed.
  3. Evaluate the pre-development, construction, bridge, other interim and permanent financing structure for the proposed developments and make funding recommendations.
  4. Evaluate the project tax credits basis projections and tax credits syndications assumptions and their impact on the financing package.
  5. Evaluate the use of private debt, equity or other sources that will be used to maximize the leveraging of public funds.
  6. Assist in identifying and structuring alternative funding sources and analyze the impact that multi-funding sources will have on the project.

7. Analyze the potential of using tax exempt bonds and 4% tax credits as alternative project financing.
8. Evaluate property appraisals for accuracy and projected future values.
9. Perform risk analysis in order to balance the City's financial interest with housing development policies and goals.
10. Coordinate the development of affordable housing projects through the use of public/private financing and applicable HUD programs.
11. Evaluate and monitor project consultant(s) contract(s).
12. Evaluate property management plans and management contracts.
13. Assist in the evaluation of new sources of funding.
14. Assist in the evaluation of mixed-use development and Permanent Supportive Housing Program Projects.
15. Assist in identifying issues that may impact the Affordable Housing Managed Pipeline (AHMP) Notice of Funding Availability (NOFA) and provide assistance in drafting the NOFA. Provide assistance to developers and City staff in the area of land use and entitlement process.
16. Assist in the development and implementation of affordable housing financing and asset management policies and procedures, including the development of standardized loan applications, pro formas, report formats and procedure manuals.
17. Assist in the development of new and innovative financing programs and techniques to maximize the production and preservation of affordable housing at minimum cost to the City.
18. Evaluate existing affordable housing projects and loans in the LAHD portfolio for loan workouts and potential recapitalization and refinancing opportunities, including debt and cash flow analysis, equity analysis, and physical needs assessment.
19. Assist in developing a preservation and revitalization strategy for at-risk or underperforming affordable housing projects.
20. Identify funding resources for the recapitalization or refinancing of existing affordable housing projects.

21. Provide assistance to developers and City staff in the area of land use and entitlement process.
22. Provide training to City staff on specific issues impacting the funding and preservation of City projects.
23. Assist LAHD by providing specialized knowledge and expertise in tax-exempt bond programs and specialized consulting on housing program matters.
24. Monitor and follow-up on loan originations, bond redemptions, and ensure the recapture of scheduled redemptions in the Draw Down Program.
25. Provide detailed quantitative analyses of alternative structuring options, comparing costs, risks, interest rate risks, cost of issuance, time frames, and other advantages and disadvantages.

### 3. **PAYMENT**

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

- A. 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 **One Million Fourteen Thousand Dollars (\$1,014,000)**, 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.
- B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall a) be submitted on the Contractor's letterhead, b) include the name, hours and rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies and e) shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Any and all direct expenses must be documented and will be paid only in conformance with City policy and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. 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.

- E. Funding for all periods of this Contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- F. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- G. 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.

#### **4. 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 §405 herein.

#### §405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of §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 the 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 §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 §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 shall have 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 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 of this Contract. 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 three 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 the 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 the 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.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by 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.

§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.

§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 the 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.

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.

§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.

§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.

§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 # C-144080. 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.

§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 Interests 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, City Data (as that term is defined in §422), 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, and shall prohibit its employees and subcontractors from providing or disclosing, 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.

§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) 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.

### (4) 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.

### (5) 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.

(6) 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.

(7) 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).

#### (8) 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;

#### (9) 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.”

(10) 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 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.
- (f) 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.

(11) 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.*).

(12) 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.

(13) 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.

(14) 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.*)

(15) 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).

(16) Faith Based Activities

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

(17) 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.

(18) 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.

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

(20) 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**

1. The 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. 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:
  - a. The HOME Investment Partnerships Program Act 24 C.F.R. parts 92 *et seq.*
  - b. 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, and 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/Sub-Contractors 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 the 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 the 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 the Contractor and approved by LAHD in writing prior to the execution of this Agreement, the 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 the Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

#### §447. City’s Additional Remedies

The 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 the City of any cause of action that the City may have against the Contractor. The 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 the Contractor in relation to this Agreement and other transactions between the City and the Contractor.

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

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the 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 the City and upon rejection must be replaced by the 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. If it is determined that the request is outside of the scope of work, the 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 the

Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. 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.

§451. 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.

§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.

**5. 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

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§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-six (36)** 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.]



**6. 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:

HYDEE FELDSTEIN SOTO, City Attorney

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

For: CITY OF LOS ANGELES

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

TIENA JOHNSON HALL  
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:

PETTY F. SANTOS, Interim City Clerk

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

For: Keyser Marston Associates, Inc., a for-profit corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kathleen H. Head  
President

By: \_\_\_\_\_  
Julie L. Romey  
Vice President & Assistant Secretary

CFDA Number: HOME 14.239

Unique Entity Identification (UEID) Number: M3QPV8PHWB15

City Business License Number: 0000118582-0001-8

Internal Revenue Service ID Number: 94-2363741

Council File/CAO File Number: 23-0038-S7; Date of Approval: Month Day, 2025

Said Agreement is Number C-144080 of City Contracts

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

Name: Keyser Marston Associates Inc. Date: 07/17/2023

Agreement/Reference: Financial Analysis & Loan Underwriting Services

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

**LIMITS**

☒ **Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)** WC Statutory  
EL \$ 1,000,000

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers  
☐ Jones Act

☒ **General Liability** City of LA to be named as an Additional Insured

☒ Products/Completed Operations ☐ Sexual Misconduct \$ 1,000,000  
☐ Fire Legal Liability ☐ \_\_\_\_\_

☐ **Automobile Liability** \$ \_\_\_\_\_  
(for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions) \$ 1,000,000  
Discovery Period 12 Months After Completion of Work or Date of Termination.

☐ **Property Insurance** \$ \_\_\_\_\_  
(to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery  
☐ Flood ☐ Builder's Risk  
☐ Earthquake ☐ \_\_\_\_\_

☐ **Pollution Liability** \$ \_\_\_\_\_  
☐ \_\_\_\_\_

☐ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds 100% of the contract price

☐ **Crime Insurance** \$ \_\_\_\_\_

Other: 1) 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. 2) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>.

**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, PSC-3, 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 §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-144080

Keyser Marston Associates, Inc.  
CONTRACTOR/BORROWER/AGENCY

Kathleen H. Head, President  
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 12549 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 §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.

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Keyser Marston Associates, Inc.  
CONTRACTOR/BORROWER/AGENCY

Kathleen H. Head, President  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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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 (also available in English at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(English\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(Spanish\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.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**

“Section 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 City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

**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  
[BCA.EEOE@LACITY.ORG](mailto:BCA.EEOE@LACITY.ORG)**

AGREEMENT NUMBER: C-144080

Keyser Marston Associates, Inc.  
CONTRACTOR/BORROWER/AGENCY

Kathleen H. Head, President  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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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-144080

Keyser Marston Associates, Inc.  
CONTRACTOR/BORROWER/AGENCY

Kathleen H. Head, President  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT F**  
**PROFESSIONAL FEE SCHEDULE**

**Services will be compensated according to the following fee schedule:**

CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$305.00
SENIOR PRINCIPALS*	\$295.00
PRINCIPALS*	\$275.00
MANAGERS*	\$245.00
SENIOR ASSOCIATES	\$205.00
ASSOCIATES	\$185.00
SENIOR ANALYSTS	\$170.00
ANALYSTS	\$145.00
TECHNICAL STAFF	\$105.00
ADMINISTRATIVE STAFF	\$90.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing.

Contractor's hourly billing rates shall be fixed for the duration of this Agreement. Direct costs for expenses such as travel, data purchase, meals, etc. will be passed on to the City without markup. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in accordance with City policies and procedures. Any and all direct costs for expenses must be documented and will be paid only in conformance with City policies and procedures.

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\* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.