

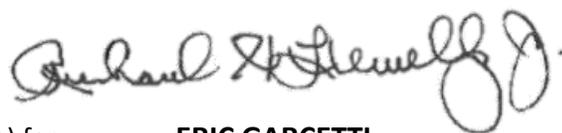
TRANSMITTAL

To: **THE COUNCIL**

Date: **11/19/21**

From: **THE MAYOR**

**ED3 REVIEW WAIVED AND TRANSMITTED FOR YOUR CONSIDERATION.
PLEASE SEE ATTACHED.**

A handwritten signature in black ink, appearing to read "Richard Llewellyn". The signature is written in a cursive, flowing style.

(Rich Llewellyn) for

ERIC GARCETTI
Mayor

Ann Sewill, General Manager
Tricia Keane, Executive Officer

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

City of Los Angeles



LOS ANGELES HOUSING DEPARTMENT

1200 West 7th Street, 9th Floor
Los Angeles, CA 90017
Tel: 213.808.8808

housing.lacity.org

Eric Garcetti, Mayor

November 16, 2021

Council File: 19-0685,
Council Districts: Citywide
Contact Persons: Courtney Durham: (213) 808-8833
Magdalena Zakaryan: (213) 808 8592

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO NEGOTIATE AND EXECUTE CONTRACT WITH ONEgeneration AND RELATED ACTIONS; AUTHORITY TO CREATE AN EXEMPT SENIOR PROJECT COORDINATOR POSITION; AND AFFORDABLE HOUSING REPORT BACK RELATIVE TO IMPLEMENTATION OF THE LOS ANGELES ACCESSORY DWELLING UNIT ACCELERATOR PROGRAM

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal LAHD requests authority for the following actions to implement the Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP): 1) to negotiate and execute a contract with ONEgeneration (Service Provider), for a period of five years; 2) to create and establish necessary related accounts, and 3) to create an exempt Senior Project Coordinator (Class 1538) staff position. In addition, through this transmittal LAHD is reporting back to Housing Committee on the LAADUAP (C.F. No. 21-0600-S18).

In 2019, Mayor Garcetti's Innovation Team (i-team) launched the LAADUAP after being awarded a \$1.0 million innovation grant from the Bloomberg Philanthropies and subsequently reached out to LAHD for assistance in developing the LAADUAP. The LAADUAP is a five-year pilot program that explores the feasibility of using an Accessory Dwelling Unit (ADU) as a form of housing that is immediately available to extremely low-income seniors at or below 30% of the United States Department of Housing and Urban Development (HUD) Area Median Income and age 62 or older. To encourage ADU homeowners to participate in the program, the City of Los Angeles (City) offers a number of incentives, including shallow

rent subsidies, free landlord services (from an experienced service provider), and guaranteed rental payments at Fair Market Rents (FMRs). To date, the program has successfully provided shelter for several seniors who would otherwise be homeless. To continue this effort, LAHD is seeking approval of the recommendations included in this report.

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the Controller to
 - 1. APPROPRIATE \$2,600,000.00 from General City Purpose Fund No. 100/56, Account No. 000970 - Los Angeles Accessory Dwelling Unit Accelerator, to the Affordable Housing Trust Fund, Fund No. 44G/43, New Account No. 43VB50-ADU Accelerator Program, as shown in Table 1, below.

TABLE 1		
Account No.	Account Name	Amount
43V143	LAHD	\$ 197,131.51
43VB50	ADU Accelerator Program	\$ 2,296,102.03
43V299	Related Cost	\$ 106,766.46
Total =		\$ 2,600,000.00

- 2. Increase appropriations within LAHD Fund 100/43 as shown in Table 2 below

TABLE 2		
Account No.	Account Name	Amount
001010	Salaries, General	\$ 160,965.12
001070	Salaries, As Needed	\$ 12,021.62
006030	Leasing	\$ 24,144.77
TOTAL =		\$197,131.51

- B. AUTHORIZE the LAHD General Manager or designee, to
 - 1. Execute a five-year contract agreement with ONEgeneration to manage the LAADUAP, commencing on or about November 1, 2021 through October 31, 2026; and
 - 2. Allocate funding to ONEgeneration, for implementation of the LAADUAP, as shown in the Table 3 below, subject to review and approval by the City Attorney as to form and in compliance with the City’s contracting requirements.

Table 3						
Description	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	TOTAL
Contractual Services (ONEgeneration)	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Tenant Rent Subsidies	\$526,752	\$769,824	\$1,027,368	\$1,058,148	\$1,089,612	\$4,471,704
Tenant Utility	\$37,200	\$52,800	\$68,400	\$68,400	\$68,400	\$295,200
Contingency Allowance	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
TOTAL=	\$753,952	\$1,012,624	\$1,285,768	\$1,316,548	\$1,348,012	\$5,716,904

- C. RESOLVE that the position for one Exempt Senior Project Coordinator (Class Code 1538) within LAHD is approved, subject to position allocation by the Personnel Department and paygrade determination by the CAO. RESOLVE FURTHER that this position BE EXEMPTED from Civil Service provisions under City Charter Section 1001(f)(4), based on the position being grant-funded, for a term of no more than two years and may be extended for one additional year for a maximum exemption period of three years.
- D. AUTHORIZE the General Manager of LAHD, or designee to reimburse up to \$200,000 of ADU Program funds (the Affordable Housing Trust Fund, Fund No. 44G/43, New Account No. 43VB50-ADU Accelerator Program) to the Mayor's Fund for Los Angeles, for ADU expenditures incurred during the months of January 2022 and February 2022, while the program transitions over to LAHD, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.
- E. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and any necessary technical adjustments consistent with Mayor and City Council actions, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

BACKGROUND

Older Adults at Risk

Three out of four households living in Los Angeles are rent-burdened, meaning more than 30% of their household income is spent on rent and utilities, making Los Angeles one of the most rent-burdened cities in the country. Research shows that rent-burdened households cut back on basic needs, including food, transportation, and medication in order to afford rent¹. In Los Angeles County, more than 60% of extremely low-income older adult households are severely rent-burdened, meaning they spend more than half of their incomes on rent and utilities. Many senior housing programs are at capacity and have years-long waitlists. According to the 2020 Greater Los Angeles Homeless Count, the number of seniors (age 62 years and over) experiencing homelessness has increased by more than 20%. The growing number of seniors coupled with the fact that by 2030, adults over age 60 will make up one-quarter of California’s

¹ <https://news.usc.edu/179928/los-angeles-rent-burdened-households-basic-needs-usc-research/>

population (California's Master Plan for Aging, 2021), underscores the urgent need to design homelessness prevention programs to ensure stability for older adults.

ADU Housing Stock

In the midst of LA's current housing crisis, ADUs have become critical to the City's ability to expand and diversify the supply of housing. ADUs have quickly emerged as the fastest-growing segment of new housing in Los Angeles. Between 2015 and 2019, the City of Los Angeles Department of Building and Safety issued permits for approximately 13,345 ADUs and continues to approve ADU permits at an average rate of 1,050 each quarter. With the increase in ADUs across Los Angeles, Mayor Garcetti's i-team saw the opportunity to leverage this new housing stock to pilot a homelessness prevention program that increases affordable housing for seniors. The i-team sought a grant from Bloomberg Philanthropies to develop a pilot program aimed at increasing access to ADUs for older adults at risk of becoming homeless. Working together with LAHD, the i-team evaluated various approaches and ultimately developed the LAADUAP, the first senior homelessness prevention program in the region.

LAADUAP Program Description

The LAADUAP is a five-year pilot program that provides immediate housing for older adults, thereby preventing them from becoming homeless, while they wait for affordable permanent housing placements. The program pairs extremely low-income seniors with homeowners that are willing to rent their ADUs for a minimum period of five years. ADU homeowners receive benefits such as tenant screening and timely rent, while older adults receive secure, affordable housing, ongoing assistance and enrollment in various senior discount programs and services. The LAADUAP has piloted this housing model with various permanent housing organizations that provide housing for very low-income older adults in the City of Los Angeles. The LAADUAP is working with these housing organizations to receive tenant referrals from their waitlists and house these clients in ADUs while they wait for permanent housing.

Currently, the program is overseen by the i-team with the assistance of LAHD staff. It is projected that after December 31, 2021, the program will be completely turned over to LAHD for continued operation. To ensure a smooth, uninterrupted transition of services and facilitate implementation, LAHD is requesting approval of various actions, including the approval of ONEgeneration as the service provider, who was selected through a competitive RFP process as the qualified contractor to implement the LAADUAP for the next five years. ONEgeneration will implement the day-to-day responsibilities of the program and have various responsibilities, including, but not limited to: marketing, outreach, enrollment and screening for prospective tenants, disbursement of rent subsidies, site inspections, monitoring, and reporting. A detailed scope of work for ONEgeneration is shown in the attached draft proforma Professional Services Agreement (**Attachment 1**, see Sect. 202).

LAADUAP Implementation Process

The LAADUAP implementation process is illustrated in a flowchart provided as **Attachment 2**.

Marketing and Outreach

In an effort to increase awareness of the LAADUAP and encourage ADU homeowners to participate in the program, the i-team launched a robust outreach campaign, which included: a) launching the LAADUAP website platform, <https://adu.lacity.org/>; b) mailing over 17,000 postcards to ADU homeowners; c) sending email blasts to over 500 people; d) launching a social media campaign using platforms such as Facebook (@LAADUAP), Instagram (@LAADUAP), LinkedIn (@LA ADU Accelerator Program), Twitter (@LAINnovates), and Next Door (@Los Angeles Innovation Team); and e) conducting a series of informational presentations. Additionally, the program has reached out to several non-profit affordable housing developers to encourage them to partner with the LAADUAP by accepting them on their waiting list for a permanent subsidized unit. These responsibilities will be conducted by LAHD (Senior Project Coordinator) after December 2021.

Application/Screening/Selection

ADU Homeowners that express an interest in participating in the program will be required to complete an application and undergo a screening and background check. The city will verify that the ADU structure was legally permitted, is in a habitable condition and minimally meets Federal Health and Safety Quality Standards (HQS).

Seniors (ADU Tenants) that are currently on the waiting list of a participating permanent housing provider will be invited to complete an application for participation in the LAADUAP. Subsequently, the applicant will be screened and placed into ADU housing if successful. This approach provides immediate housing and secures placement into permanent housing thereafter. To be eligible for the LAADUAP, the applicant must meet the following requirements: a) age 62 or older; b) extremely low income, at or below 30% AMI per the State of CA; c) reside in the County of Los Angeles within the last year; d) pass a background check; and e) be accepted by the ADU homeowner. The Service Provider will oversee the marketing, outreach, application, screening, and selection processes for all ADU tenants.

Services

The City will provide rental assistance (subsidy) to offset the difference in price between, a) the current Fair Market Rents (FMR) for the equivalent dwelling unit, established annually by the U.S. Department of Housing and Urban Development-HUD, and b) 30% of the tenant's annual income. For example, in the case of a one-bedroom unit, where a tenant has an annual income of \$18,000 (or \$1,500 per month) and based on the market rate rents for 2021 (Table 4), the tenant would be required to pay \$450 in rent, and the City will pay the difference as a subsidy to the ADU owner, which works out to be \$1,315, plus the cost of utilities. Allowances for utilities are based on the Housing Authority of the City of Los Angeles (HACLA) Housing Choice Voucher Program. The Service Provider will process payments to each participating ADU homeowner on a monthly basis, which is part of the advance request that LAHD is requesting for ONEgeneration. In addition, the Service Provider will work with other permanent housing organizations to connect seniors to available programs and services, such as meals, health and social services, and other enrichment activities.

Table 4				
HUD Fair Market Rents (FMR) for 2021				
Description	Unit Type			
	Studio	One-bedroom	Two-bedroom	Three-bedroom
Rents	\$1,369	\$1,765	\$2,263	\$2,735

Budget

In 2019, the City of Los Angeles received a \$1.0 million grant from the Bloomberg Philanthropies to start the LAADUAP. It is projected that this amount will be fully expended by the end of December 2021, at the time of the LAADUAP transition to LAHD.

In July 2020, the Mayor and City Council authorized funding from the California Department of Housing and Community Development (HCD), Permanent Local Housing Allocation Plan (PLHA) Program (SB 2), for the LAADUAP (C.F. No. 19-0685). The allocation of SB2 funds for both FY21 and FY22 combined is \$2,678,916 (1,048,783 for FY21 + \$1,630,133 for FY22), and projected to be approximately \$1.0 million for each of FY 23, FY 24 and FY 25. LAHD is currently routing another transmittal - SB 2 Report Back, which contains controller language for appropriating the SB2 funds for the LAADUAP.

Additionally, in May 2021, the Mayor and City Council authorized \$2.6 million from the City’s 2022 Fiscal Year Budget-General City Purposes Appropriations (C.F. No. 21-0060-S18) for the LAADUAP which will be initially used to fund program activities after Jan. 1, 2022 when the program comes over to LAHD. Thus, the total funding available to the LAADUP for a period of five years is estimated to be approximately \$8,278,916. A summary of this budget and funding allocation is shown in **Attachment 3**.

As a contingency plan, to ensure that ADU program services are uninterrupted and tenants are able to meet their rental obligations for the months of January 2022 and February 2022, while the program is transitioning to LAHD, the Mayor’s Fund for Los Angeles will continue to pay for ADU program activities from its funding reserves and LAHD will reimburse up to \$200,000 of ADU Program funds (the Affordable Housing Trust Fund, Fund No. 44G/43, New Account No. 43VB50-ADU Accelerator Program) to the Mayor's Fund for Los Angeles, for ADU expenditures incurred during the months of January 2022 and February 2022.

Funding Allocation

It is estimated that the Service Provider will be paid \$875,000 over the period of five years for the services provided and as described in the attached draft proforma Professional Services Agreement (**Attachment 1**, see Section 3). A LAHD allocation for direct administrative expenses is budgeted at \$413,946 (or 5%), and funding for program expenses and staff directly involved with ADU program delivery activities is budgeted at \$7,864,970 (or 95%). Rental subsidies, utilities and emergency allowances are budgeted at \$4,841,901. LAHD will be conducting semi-annual audits of ONEgeneration financial records to ensure compliance and before any subsequent disbursements are released. The ending balance of the ADU budget is \$684,329. LAHD held this amount as a safeguard to mitigate the risk of SB 2 funding that has not

yet been received for the final three years of the pilot program. It is assumed that this amount will be expended by the program by serving additional clients prior to the ending of the five-year pilot.

Staffing

All staffing and their role in the implementation process are illustrated in **Attachment 4**

In the initial design and development stages of the ADU Program, LAHD has assigned a Rehabilitation Project Coordinator 1 (RPC) to assist the i-team in developing the ADU program to date. As of January 1, 2022, when the program is transitioned to LAHD, the RPC will spend approximately 50% of their time providing administrative oversight to the program, including budget and staffing updates, tracking performance goals, disputes resolution, and presentations and correspondence to management, stakeholders, staff, and City Council. The RPC will additionally train and supervise subordinate staff on the core objectives of the program and provide direct assistance to the Service Provider regarding implementation issues for the LAADUAP.

To ensure that sufficient staffing is available for the ongoing operation of the LAADUAP, LAHD is requesting the creation of an exempt Senior Project Coordinator (Class 1538) at 100% FTE to act as a dedicated Program Administrator, act as a program monitor, and ensure that work for the LAADUAP is performed in accordance with applicable federal, state and local requirements. This individual will oversee the contractor's work (ONEgeneration), solicit participation from ADU homeowners, and act as a liaison for both ADU homeowners and tenants. In addition, the Senior Project Coordinator will collaborate and build successful relationships with stakeholders and other permanent housing organizations to ensure that the LAADUAP residents can successfully transition into affordable permanent housing. During the course of the program, the Senior Project Coordinator will evaluate the program activities by conducting surveys and make recommendations to senior management regarding how the program could be improved. This individual will also ensure that risk mitigation strategies are deployed and best practices are utilized with an emphasis on homeowner education and case management of tenants. Other miscellaneous tasks performed by the Senior Project Coordinator include, but are not limited to, acting as an intermediary (as necessary) between ADU homeowners and the Service Provider, working on the program policy and procedural manual, managing the program's website, and preparing written and oral presentations for management and stakeholders' meetings. The position description for Senior Project Coordinator is shown as **Attachment #5** and provided for reference.

The LAADUAP will also assign an existing part-time As-Needed Admin Clerk position for approximately 1000 hours per year to assist with administrative tasks. This individual will assist with responding to telephone calls and other correspondence and referring inquiries to the appropriate resources. Additional duties include sorting, classifying, indexing, cross-referencing, and filing correspondence, reports, and other documents; assistance with database management; proofreading reports for errors; preparing routine correspondence, reports, and statistical information; and other tasks as needed.

LAHD will assign a part-time Accountant I (25% FTE) to monitor the overall program budget and funding activities. The accountant will set up various accounts within the City financial system, process disbursement requests from the Service Provider and conduct periodic audits of the service provider files to ensure fiduciary compliance.

Request for Proposals (RFP) Process

On July 31, 2020, the Mayor and City Council approved LAHD's request to develop and issue a request for proposals (RFP) to obtain a qualified contractor for implementation of SB-2 program activities, including the LAADUAP (C.F. No. 19-0685).

Charter Section 1022 Review

On May 15, 2020, LAHD requested a determination from the Personnel Department, based on the provisions of Charter Section 1022, on whether or not the City currently has the staff available to perform the required services sought under this RFP. While the Personnel Department found that City employees could perform the proposed scope of work, the Office of the City Administrative Officer (CAO) determined that it would be more feasible to contract out the services.

RFP Process and Scoring

On January 26, 2021, LAHD released a Request for Proposals (RFP) to solicit proposals from qualified service providers to design, develop and implement service delivery procedures for the LAADUAP as described in the RFP scope of work. The RFP was posted on the Los Angeles Business Assistance Virtual Network (LABAVN). In addition, interested parties consisting of City Council offices and the City's Business Source Centers were notified of the RFP release as well. Proposals were accepted only from individuals or organizations that met the following criteria. Proposers must:

1. Be qualified to conduct business in the State of California as evidenced by the organization's business registration with the California Secretary of State;
2. Be in good standing with the California Secretary of State, if a corporation or limited liability company;
3. Have not been determined to be non-responsible, or have been debarred by the City, pursuant to the Contractor Responsibility Ordinance;
4. Have not been debarred by the federal government, the State of California, or other local government;
5. Have a minimum of three (3) years continuous experience serving low-income tenants, with two (2) of those years providing tenants with shared housing accommodations or similar type of work;

6. Not have any outstanding debt, which has not been repaid, or for which a repayment agreement plan has not been implemented, if the proposer has previously contracted with the State of California or the City of Los Angeles. If the proposer has contracted with LAHD previously, the proposer must not have any outstanding disallowed costs or other outstanding liabilities to the City.

Table 5, below, lists LAHD’s criteria for evaluating proposals:

Table 5 - Evaluation Criteria	Points
<u>Demonstrated Effectiveness and Capacity</u> Program operations, marketing experience, and intake screening experience	40
<u>Related Service Experience</u> Description of experience and references	20
<u>Service Delivery Plan</u> Marketing plan; intake screening plan; ongoing monitoring and support services; dispute resolution and reporting	20
<u>Fees and In-Kind Contributions</u> Accurate and complete proposed budget, with supporting budget narrative	20
Total Possible Points=	100

Contractor Selection Process

LAHD received only one proposal in response to the RFP and was deemed responsive after a preliminary review by LAHD staff. An evaluation team was formed, consisting of one staff member from LAHD and another from the City Planning Department. The proposal was evaluated on its own merit for content, responsiveness, clarity, relevance, cost, and strict adherence to the instructions in the RFP. Table 6 below indicates the final score of LAHD’s recommended contractor.

Table 6 - RFP Proposal Scoring	
Proposer	Score (Total of 100 Points Possible)
ONEgeneration	87

On April 1, 2021, ONEgeneration was notified of the proposal review results and funding recommendation. ONEgeneration was also informed of its appeal rights; however, no appeals requests were received.

Accomplishments

In October of 2019, the i-team reached out to approximately 4,000 ADU property owners that recently obtained ADU permits from the Los Angeles Department of Building and Safety (via direct mail) and subsequently launched the City’s LAADUAP website (<https://adu.lacity.org/>). The website provides a wealth of information to homeowners that are interested in building ADUs and offers them the opportunity of applying for the City’s ADU Accelerator Program. In November 2019, the city received 40

applications from homeowners that expressed an interest in participating in City's ADU Program. These applications were screened and subsequently reviewed by team members from the Mayor's Office of Citywide Homelessness Initiative (MOCHI) program, the i-team, and LAHD staff. The review process included an evaluation of the physical building structure, site characteristics, neighborhood amenities, and programmatic fit. To date, the LAADUAP has successfully established partnerships with 19 ADU homeowners and placed 24 seniors in ADU homes. There are currently eight (8) additional ADU owners (capacity for 11 tenants) that express an interest in participating in the program. By the end of 2021, LAHD anticipates finding homes for 35 seniors. Within the five-year program period, LAHD anticipates providing and sustaining housing for approximately 57-75 seniors, subject to funding availability. **Attachment 6** provides an Impact Report that was recently prepared for the LAADUAP and is provided as for reference.

Cost-Effectiveness

The proposed ADU Pilot is a tenant-matching model, which is aimed at immediately placing lower-income individuals and households into an affordable place to live. In the current housing crisis, where the demand for housing is at its greatest need, matching tenants to existing ADUs is more cost and time-effective than constructing a new building, which requires significantly more resources for the construction financing and staff time, and takes about two years to complete. LAADUAP will result in an immediate housing opportunity for a greater number of at-risk households within the five-year implementation when compared to constructing a new building or renovating existing units.

FISCAL IMPACT

There is no current impact to the General Fund. Funding from various sources including, the City's 2022 Fiscal Year Budget-General City Purposes Appropriations (allocated to the LAADUAP) and the California Department of Housing and Community Development (HCD) - Permanent Local Housing Allocation Plan (PLHA) Program (SB 2) five-year allocation, will pay for the LAADUAP activities.

Approved By:



ANN SEWILL
General Manager
Los Angeles Housing Department

ATTACHMENTS:

- ATTACHMENT 1 (Professional Service Agreement proforma)
- ATTACHMENT 2 (Implementation)
- ATTACHMENT 3 (Budget)
- ATTACHMENT 4 (Staffing)
- ATTACHMENT 5 (Position Description)
- ATTACHMENT 6 (Impact Report)

CITY OF LOS ANGELES
STANDARD LANGUAGE
PROFESSIONAL SERVICES AGREEMENT

Agreement No. _____

Project /Program Title: Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUAP)

Contractor: ONEgeneration

Doing Business As: N/A

Type of Organization: Non-profit

State Corporate Number: C1387137

State Award Date: <<State Award Date>>

Research and Development Award: Yes No

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EXHIBITS

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

DRAFT

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
ONE GENERATION

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and ONEgeneration, a California non-profit corporation, hereinafter called the Contractor.

RECITALS

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

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

WHEREAS, the project that is the subject of this Agreement, hereinafter called the Agreement, has been established by the City as one of the above-described programs, and has been funded in the LAHD budget by the California Department of Housing and Community Development (HCD)-Permanent Local Housing Allocation Plan (PLHA) Program (SB 2); and the City's 2022 Fiscal Year Budget-General City Purposes Appropriations; 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, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 19-0685 and **XX-XXXX** approved by City Council on June 30, 2020 and **XXXX ##, 2021**, and concurred by the Mayor on July 1, 2020 and **XXXX ##, 2021**, respectively) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

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 Main Street, Los Angeles, California 90012

B. The Contractor, known as ONEgeneration, having its principal office at:

17400 Victory Boulevard, Van Nuys, California 91406

§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:

Ann Sewill, General Manager
Los Angeles Housing Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Magdalena Zakaryan, Interim Director
Los Angeles Housing Department
Housing Strategies and Services Division
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Jenna Hauss, President & CEO
17400 Victory Boulevard
Van Nuys, CA 91406
Jhauss@onegeneration.org
818-708-6610

With copies to:

Lori Resnick, Contract Manager
Lresnick@onegeneration.org
818-708-4755

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 accord with this section, within five (5) working days of said change.

§103. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. 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.

§104. 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 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29 CFR Parts 97.35 and 98.510 in accordance with §445.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with 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. A Notice of Prohibition Against Retaliation attached as Exhibit D to this Agreement - Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance
- E. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428.
- G. A Certification of Compliance With 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 §444 of this Agreement.

H. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of the Executive Directive Number FY 12-0001.

I. An Iran Contracting Act of 2010 Compliance Affidavit.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on November 1, 2021 and end on October 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 insurance required in §423 herein.

§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 the following services including, but not limited to:

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

1. Establish policies and procedures for operating the program that includes protocols for the following:
 - a. Matching tenants with homeowners including, but not limited to, conducting tenant background checks, eligibility and financial screening, conducting homeowner interviews, and developing procedures for mitigating disputes between tenants and homeowners.
 - b. Monitoring the ADU Program including, but not limited to, providing supportive services, conducting site visits, and enforcing compliance requirements. Providing a list of interview questions for tenants and homeowners during the matching process.
 - c. Accounting processes including, but not limited to, disbursement of rental subsidy and other payments made to the homeowners or tenants.
 - d. Data collection and reporting practices to support broader assessment of pilot efficacy.
 - e. Developing and implementing a plan to educate both parties on their responsibilities (Using the California tenants booklet-A Guide to Residential

Tenants’ and Landlords’ Rights and Responsibilities (<https://www.hcd.ca.gov/>) as a reference source)

- f. Developing and implementing a plan to connect tenants to permanent housing placements.

B. On-going Services

1. Marketing

- a. Advertise the Program through digital and traditional outreach practices including integrating with the City’s existing tools to solicit and secure a pool of qualified homeowners and eligible tenants. Marketing material shall include the standard Fair Housing logo and/or the “Equal Housing Opportunity” slogan and should not exclude persons in protected classes, people of certain racial or ethnic backgrounds, or persons with disabilities.
- b. Conduct outreach activities to ensure there is a constant pool of eligible tenants (minimum of three) ready to be matched to ADU’s at all times.

2. Screening for Program Eligibility

- a. Provide assistance to seniors in completing the application to participate in the ADU Program (as necessary).
- b. Ensure compliance with all non-discrimination, equal opportunity, and fair housing laws, and ensure that the Program is accessible to persons with disabilities.
- c. Use the existing waiting list of pre-qualified tenants from participating affordable housing organizations that offer permanent housing to initiate the screening and eligibility review process for the ADU housing.
- d. Screen potential tenants in accordance with the U.S. Department of Housing and Urban Development (HUD), tenant-based voucher program (which participating affordable housing organizations are required to follow).

(1) The Program shall be available to seniors that are age 62 (or older) and are extremely low income. “Extremely Low Income” has the meaning set forth in California Health and Safety Code Section 50079.5, which is a maximum of 30 percent of AMI.

(2) Area Median Income or “AMI” means the most recent applicable county median family income published by the California Department of Housing and Community Development, available at the following link: <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf>

- (3) Obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the ADU Program. In order to obtain access to the records, the Contractor must require every applicant to submit a consent form signed by each adult household member.
 - (4) Vetting shall include, but not be limited to, a review of the tenant's income, age, assets, debts, and a criminal background check.
 - (5) Screen applicants for behavior and suitability for participation in the ADU Program. In doing so, the Contractor may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of tenants or homeowners (as the case may be). Additionally, applicants that do not provide complete information related to eligibility, including income, expenses, family composition or rent (misrepresentation), may be deemed unsuitable to participate in the ADU Program.
3. Tenant and homeowner matching and support services
- a. Partner with the City to help screen potential homeowners during the interview process.
 - b. Conduct site visits and interviews with homeowners to assess ideal tenant/homeowner match.
 - c. Determine that properties are properly maintained in decent, safe, and sanitary condition, and are in good repair.
 - d. Maintain a waiting list and provide ADU homeowners with at least three pre-qualified tenant referrals on a rolling basis.
 - e. Provide assistance to tenants and homeowners in completing the required documentation.
 - f. Each time a tenant moves into an ADU, the Contractor shall take a complete inventory of all items in the unit (fixable and non-fixable); take photos and have both the homeowner(s) and tenant(s) sign documents acknowledging the unit's condition. This information will be used as a baseline to assess the condition of the unit upon move-out.
 - g. Provide on-going support for tenants and homeowners to maintain a harmonious relationship. This includes resolving disputes between both parties, as they arise.
 - h. Assist tenants in applying for multiple permanent housing waitlists and manage waitlist alerts.

4. Program monitoring services
 - a. Provide seniors with prompt and professional service.
 - b. Conduct monthly check-in calls (and site visits when appropriate) with all tenants and homeowners to support and monitor success of matches, assess tenant health and safety, and homeowner satisfaction.
 - c. Collect program evaluation data and submit reports on findings.
 - d. Conduct and document annual site visits to all ADUs.
 - e. Complete annual compliance review and reporting. Reporting shall include verification of tenant income and documentation of outstanding issues for each ADU.
5. On-going tenant supportive services
 - a. Assist tenants in enrolling into programs that offer discounts and other benefits such as, the Southern California Edison CARE program and the LADWP discount program, etc.
 - b. Conduct regular assessments of program processes and make recommendations to improve quality and effectiveness in program design.
 - c. Re-certify tenants' income eligibility annually to ensure compliance with funding source requirements.
6. Rental subsidy disbursements and compliance services
 - a. Disburse monthly rental subsidy payments to ADU homeowners upon program compliance verification.
 - b. Track program budget, spending and report on the use of funds.
 - c. Maintain supporting documentation for each subsidy disbursement and present upon request by LAHD.

C. Record Keeping and Reporting

1. The Contractor must routinely maintain and submit to LAHD the following items:
 - a. Eligibility:
 - (1) Maintain a separate file(s) for each ADU project location that includes information for the ADU homeowner and tenant/(s) whether or not they are accepted into the ADU program. The files must contain all documents for the tenant and ADU homeowners, including application and supporting documents, communication memos and invoices, and disbursements, etc.

For applicants who are found to be ineligible for program services, the contractor must maintain a file for each application and the reasons for denial.

- (2) The Contractor shall record all project information into an electronic data system. Files will be randomly audited to ensure completeness and compliance with applicable statutes.
- b. **Scope of Work:** A description of the work performed by the contractor for each property along with supporting documentation (as necessary).
 - c. **Environmental Clearance/Historic Preservation:** If federal funds are used, the City and the Contractor must comply with the requirements of the National Environmental Policy Act and Section 106 of the National Historic Preservation Act of 1966. In conformance with these requirements, the Contractor must obtain formal clearance from the City before any repairs may be done to the structure.
 - d. **Invoice and Disbursements:** An original invoice listing each project for which the contractor is requesting payment must be submitted to LAHD. This invoice must be on the contractor's letterhead and include the name of the homeowner, property address, payment amount requested, and contain the contractor's wet signature or digital signatures (as approved by LAHD).
 - e. **Copies of invoices (from other vendors)** submitted to the Contractor along with all supporting documentation and copies of checks for which payment was issued.
 - f. **Reports and Report Schedule:** The Contractor shall report to LAHD in writing concerning the status of the grant project, as follows:
 - (1) **Monthly reports:** Submit monthly reports to LAHD and (copy to Los Angeles Innovation Team – “i-team”) as needed:
 - (2) At a minimum, the report should include: (1) confirmation that the tenant lives in the ADU and rent amount; (2) the challenges, successes, and areas of improvement with this placement; and (3) Log use of funds and budget versus actual. NOTE: The report format may change over a period of time as required by LAHD.
 - (3) In addition, the Contractor shall hold monthly calls on an as-needed basis with LAHD/i-team to discuss the status of the pilot project and provide recommendations for changes as needed.
 - (4) **Final report:** Submit a final report to LAHD/i-team that includes program findings including, but not limited to, number of matches, best practices, areas for program modification, tenant success stories, tenant housing plans, etc. This report is due 60 days after the contract conclusion.

g. Privacy and data security

- (1) The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired including, but not limited to, customer lists and customer credit card or other consumer data, (collectively, “City Data”).
- (2) The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of discovery or reasonable belief of any unauthorized access of City Data (“Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (“Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus.
- (3) If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

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, **Eight Hundred and Seventy-Five Thousand Dollars (\$875,000)**, for a period of five (5) years. Such funds shall be paid from HCD-SB 2 for FY 2021 and FY 2025 and the City’s FY 2022 Budget-General Purpose funds, which has been allocated for ADU Program activities. Compensation for the first year of service shall not exceed, **One Hundred and Seventy-Five Thousand Dollars (\$175,000)**, less any advance retainer fees paid to the contractor, unless agreed upon in writing from LAHD.
- B. The City shall pay an initial retainer fee of **Seven Thousand Five Hundred Dollars (\$7,500.00)**, commencing with the execution of this Agreement (the “Retainer Fee”). This amount shall be credited towards the final payment due to the contractor
- C. The contract shall submit a formal written request for a contract amendment (see §405 for any additional work beyond the services requested in §202, where compensation for such services is required.
- D. Reimbursement for subcontractor expenses will be at cost and must be pre-approved by LAHD before entering into any agreement with such contractor.
- E. The Contractor shall submit monthly invoices to LAHD. 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. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

- F. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.
- G. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- H. 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.
- I. Funding for all periods of this contract is subject to the continuing availability of state 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 state grant funds.
- J. The Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- K. The Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

§302. Escrow Account

- A. The Contractor shall establish an Escrow Account at a bank or financial institution approved by the City, for the purpose of depositing funds provided to the contractor for paying **rental subsidies, utilities and emergency expenses** on behalf of the tenant. The total amount of funds is estimated to be approximately Four Million, Eight Hundred and Forty-One Thousand, Nine Hundred and Four Dollars (\$4,841,904) over the five-year term, subject to continued availability of funds or program operations (Shown in Exhibit F). The escrow account shall be maintained by the Contractor during the contract term. All interest and other earnings attributable to advance monies shall be credited to the Escrow Account. Any unspent money in the Escrow account after the close of the contract period should be immediately returned to the City.
 - 1. For the payment of **tenant rental subsidies**, upon execution of contract, the City shall advance up to, Five Hundred and Twenty Six Thousand, Seven Hundred and Fifty Two Dollars for Year 1 to ONEgeneration, and make subsequent annual disbursements, for Year 2, Year 3, Year 4 and Year 5 respectively, for a total

amount, not to exceed, Four Million Four Hundred and Seventy-One Thousand, Seven Hundred and Four Dollars (\$4,471,704), as shown in the Exhibit F.

2. For the payment of **tenant utilities**, upon execution of contract, the City shall advance up to, Thirty-Seven Thousand, Two Hundred Dollars for Year 1 to ONEgeneration, and make subsequent annual disbursements, for Year 2, Year 3, Year 4 and Year 5 respectively, for a total amount, not to exceed, Two Hundred and Ninety-Five Thousand, Two Hundred Dollars (\$295,200), as shown in the Exhibit F.
3. For the payment of **tenant emergencies**, upon execution of contract, the City shall advance up to, Fifteen Thousand, Dollars for Year 1 to ONEgeneration, and make subsequent annual disbursements, for Year 2, Year 3, Year 4 and Year 5 respectively, for a total amount, not to exceed, Seventy Five Thousand Dollars (\$75,000), as shown in the Exhibit F.

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 Section 405 herein.

§405. Amendment

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

§406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the

Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event the Contractor's delay or failure to perform arises out of a Force Majeure Event, the Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§407. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

Except as provided in Section 6, 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.

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

7. 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 provided or approved by the City, 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. 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, 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 Subcontractors. The City does not have any obligation to pay

Contractor's Subcontractors, and nothing herein creates any privity between the City and the 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 Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

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

§414. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against the City property (including reports, documents, and other tangible or intangible matter produced by the Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

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

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

§416. Retention of Records, Audit, and Reports

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than five years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized 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 (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf).
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf).
- E. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (http://clkrep.lacity.org/online/docs/1997/97-2162_ORD_172401_02-13-1999.pdf).

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

The Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (http://clkrep.lacity.org/onlinedocs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf).

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to 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.
- F. The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf>).

§434. First Source Hiring Ordinance

The Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf>).

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision ([https://bca.lacity.org/Uploads/contracting/LBP Ordinance 181910.pdf](https://bca.lacity.org/Uploads/contracting/LBP%20Ordinance%20181910.pdf)).

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§437. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected the 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 the City officials or candidates for elected the City office for twelve months after this Contract is signed. Additionally, a the 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 the Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“City”) officials and candidates for elected the 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 or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

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

The Contractor shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>).

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

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

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

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the Contractor’s sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§442. Possessory Interest Tax

Rights granted to the Contractor by the City may create a possessory interest. The Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access

to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50 (<https://bca.lacity.org/Uploads/sdo/Border%20Wall%20Ordinance.pdf>).

§445. Compliance with Statutes and Regulations

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 Contractor to City of any unlawful expenditures.

A. Statutes and Regulations Applicable To All Grant Contracts

1. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. 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. Records Inspection

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

b. 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 five (5) 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.

c. Subcontracts and Procurement

Contractor shall comply with the State 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.

d. Labor

(1) 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).

(2) 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).

(3) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.

(4) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)

(5) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

e. 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 five (5) 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.

f. Subcontracts and Procurement

- (1) 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.
- (2) 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.

g. Labor

- (1) 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.FR. 900, Subpart F).
- (2) 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.
- (3) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.
- (4) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)
- (5) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

h. Civil Rights

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) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, 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 USC §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;

i. Relocation Requirements

(1) 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.

(2) 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. Section 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.”

j. Environmental

(1) 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.

(2) 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 Section 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); (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 (38 U.S.C. 1368).

(3) 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.

(4) 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.

- (5) 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.
- (6) 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.
- (7) 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.

k. Preservation

Contractor shall comply with Section 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.*).

(1) Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 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 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. 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.

(2) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(3) Animal Welfare

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

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

(5) Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

(6) Pro-Children Act of 1994

Contractor must 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.

a. 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.

(7) American-Made Equipment Products

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.

(8) Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200 which provision supersedes the OMB Circulars.

(9) 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 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable To This Particular Grant

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

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

C. Statues 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 CFR §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 CFR §570.3.

D. Traveling Expenses

Travel must be approved in advance by the City and included in the Budget. 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. §200.474.

§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 FY12-0001. No Agreements and/or Amendments will be executed without City approval 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. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§447. City's Additional Remedies

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

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§449. Work Not In Scope of Services

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

§450. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the

person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order: http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blan_ket_Isolation.pdf

§451. Compliance with Current Applicable Safety Protocols and Laws

- A. The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders related to the COVID-19 pandemic to ensure the health and safety of both the Contractor's employees, any subcontractors, and the public.
- B. Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

§452 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 because of a major disaster or emergency. "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. Recipients 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.

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 Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes **thirty-eight (38) pages**, and **six (6) Exhibits**, which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Los Angeles Housing Department

Date: _____

By: _____
Luz C. Santiago
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

For: ONEgeneration, A California non-profit corporation

Date: _____

By: _____
Jenna Hauss
President & CEO

(Contractor's Corporate Seal)

D-U-N-S® Number: 070055913

CFDA Number: TBD

City Business License Number: 0000611371

Internal Revenue Service ID Number: 95-4066979

Council File/CAO File Number: XX-XXXX; Date of Approval: XXXX ##, 2021

Said Agreement is Number _____ of City Contracts

EXHIBIT A
Form Gen 146 (Rev. 9/06)
REQUIRED INSURANCE AND MINIMUM LIMITS

Name: ONEgeneration.

Date: 5/21/2020

Agreement/Reference: Accessory Dwelling Unit Accelerator Program Senior Service Provider RFP

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

		LIMITS
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$ <u>1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<input checked="" type="checkbox"/>	General Liability	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Automobile Liability	\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$ _____
	Discovery Period _____	
<input type="checkbox"/>	Property Insurance (to cover replacement cost of building -as determined by insurance company)	\$ _____
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
<input type="checkbox"/>	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.

EXHIBIT A
INSTRUCTIONS AND
INFORMATION
ON COMPLYING WITH CITY
INSURANCE REQUIREMENTS

(Share this information with your

insurance agent or broker.)

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

GENERAL INFORMATION

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and selfinsurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18 – [Instructions and Information on Complying with City Insurance Requirements](#))

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

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER _____

«Contractor»

CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

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

AGREEMENT NUMBER _____

«Contractor»

CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
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 www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_spanish.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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-1922.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 — Fax: (213) 847-2777**

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 _____

«Contractor»

CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

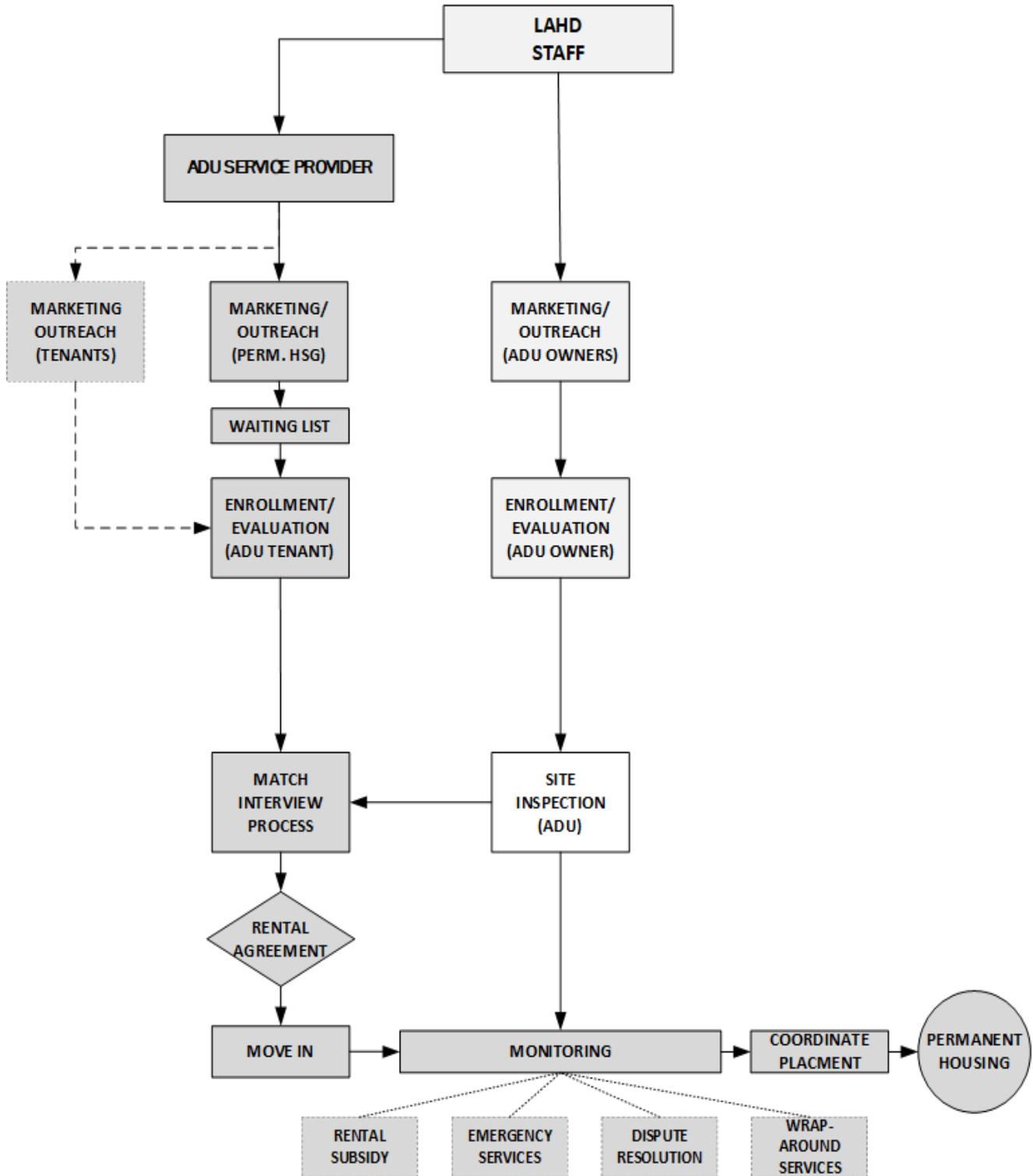
EXHIBIT F

PROFESSIONAL FEE SCHEDULE

Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Contractual Services (ONEgeneration)	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Tenant Rent Subsidies	\$526,752	\$769,824	\$1,027,368	\$1,058,148	\$1,089,612	\$4,471,704
Tenant Utility	\$37,200	\$52,800	\$68,400	\$68,400	\$68,400	\$295,200
Tenant Emergencies	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
TOTAL=	\$753,952	\$1,012,624	\$1,285,768	\$1,316,548	\$1,348,012	\$5,716,904

ATTACHMENT 2

LAADUAP IMPLEMENTATION PROCESS



ATTACHMENT #3

Accessory Dwelling Unit (ADU) Budget Summary

Funding Sources for the ADU Program		TOTAL
General City Purposes Appropriations (C.F. No. 21-0060)	\$	2,600,000
SB2 Five Year Program Allocation (~1mm/yr)	\$	5,678,916
TOTAL=	\$	8,278,916

Annual Funding for the ADU Program

Year	FY 21	FY 22	FY 23	FY 24	FY 25	TOTAL
Total Funding Available	\$ 5,278,916	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000		\$ 8,278,916

Program Costs by Account and Fiscal Year

Account No.	Account Title	FY 21	FY 22	FY 23	FY 24	FY 25	TOTAL
1010	Salaries, General	\$160,965	\$230,665	\$237,585	\$244,713	\$110,281	\$984,209
1070	Salaries, As Needed	\$12,022	\$24,644	\$25,260	\$25,892	\$0	\$87,818
TBD Special Acct	Contractual Services	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
6010	Office & Administrativ	\$0	\$4,500	\$0	\$0	\$0	\$4,500
6030	Leasing	\$24,145	\$34,600	\$35,638	\$36,707	\$16,542	\$147,631
43*299	Related Cost	\$106,766	\$153,365	\$157,960	\$162,692	\$72,741	\$653,524
	Fund Totals	\$478,898	\$622,774	\$631,443	\$645,004	\$374,564	\$2,752,683

Contingency Allowance

	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
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Rent Subsidies & Utility Allowance

Balance/ Available For Rent Subsidies	\$4,785,018	\$362,226	\$353,557	\$339,996	-\$389,564	\$5,451,233
Total Tenant Served (cumulative)	31	44	57	57	57	
Total Rental Subsidy	\$526,752	\$769,824	\$1,027,368	\$1,058,148	\$1,089,612	\$4,471,704
Total Utility Allowance	\$37,200	\$52,800	\$68,400	\$68,400	\$68,400	\$295,200
	\$563,952	\$822,624	\$1,095,768	\$1,126,548	\$1,158,012	\$4,766,904

Total Expenses

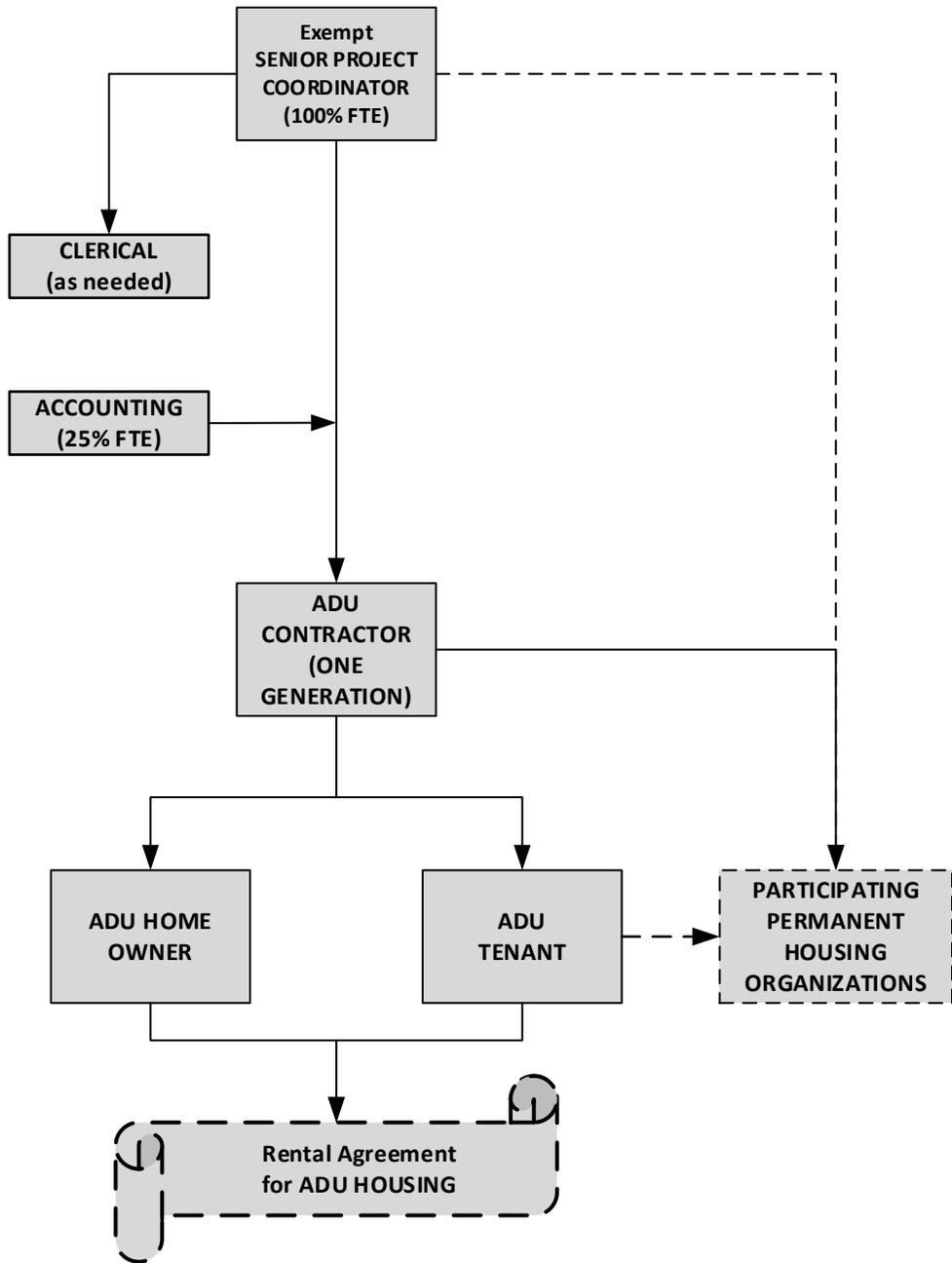
Program Costs + Contingency Costs + Rent Subsidies & Utility Allowance	\$ 1,057,850	\$ 1,460,398	\$ 1,742,211	\$ 1,786,552	\$ 1,547,576	\$ 4,766,904
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Ending Balance

ADU Ending Balance	\$ 4,221,066	\$ (460,398)	\$ (742,211)	\$ (786,552)	\$ (1,547,576)	\$ 684,329
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ATTACHMENT 4

**LOS ANGELES ACCESSORY
DWELLING UNIT ACCELERATOR
PROGRAM (LAADUAP) STAFFING**



ATTACHMENT 5

POSITION DESCRIPTION

Sr. Project Coordinator (1538)

(exempt)

POSITION DESCRIPTION**DO NOT USE THIS SPACE****City of Los Angeles**

1. Name of Employee: VACANT		2. Employee's Present Class Title/Code: Sr. Project Coordinator (1538)		3. Present Salary or Wage Rate:	
4. Reason for Preparing Description:				Date Prepared	
<input checked="" type="checkbox"/> New Position <input type="checkbox"/> Change in Existing Position				<input type="checkbox"/> Routine Report of Duties <input type="checkbox"/> Review for Proper Allocation	
5. Location of office or place of work: 1200 W. 7th St., 9th Fl., Los Angeles, CA 90017				6. Name of Department <u>Los Angeles Housing Department (LAHD)</u>	
				Division <u>Housing Strategies & Services</u> Section <u>Housing Strategies</u>	
7. Name and title of the person from whom you ordinarily receive instructions and who supervises or reviews your work: Name <u>Mr. Courtney Durham</u> Title <u>Rehab. Project Coordinator</u>					
8. Describe in detail the duties and work of this position, describing each duty in a separate paragraph. Begin with the duties that normally take most of your time and then describe the duties that are infrequent. Be certain to tell what is done, how it is done and what materials or equipment are used. Using percentages, show the distribution of the total working time. Also, if the duties and responsibilities of the position have changed, indicate how and when the changes occurred.					
PERCENT OF TIME	DUTIES				
30%	Plan and direct the work of staff in performing grant and contract administration functions, which includes: preparing Request for Proposals, developing contracts with qualifying agencies to provide direct services, overseeing contractor work for compliance with federal, state and city rules and regulations, reviewing contract budgets and any subsequent budget modifications, approving and preparing budget approval letters for management signature, monitoring and measuring performance, and providing any technical assistance and guidance to all contracted agencies.				
30%	Prepare and coordinate required grant reports for the Los Angeles Accessory Dwelling Unit Accelerator Program (LAADUP) including reports on performance measures. Serves as liaison with state and local representatives on performance reporting. collaborate and build successful relationships with stakeholders and other permanent housing organizations to ensure that residents can successfully transition into permanent homes. Act as a liaison for both ADU homeowners and tenants in resolving disputes. Work with LAHD staff on SB2 grant budget, contracts, and program planning. Prepare written reports and correspondences, including transmittals to Mayor and Council and reports to the oversight board on the status of the LAADUAP, budget and performance.				
20%	Research, evaluate and prepare necessary policy recommendations to management on best practices or strategies to regarding how the program could be improved. This individual will also ensure that risk mitigation strategies are deployed and best practices are utilized with an emphasis on homeowner education and wraparound case management of tenants. Support development of the department goals scorecard. Coordinate internal and external training, seminars, discussions, and conferences. Track legislation and state notices regarding the grant and funding.				
10%	Supervise clerical staff. Hire, train, and evaluate staff, assign work, provide oversight, identify performance issues and implement corrective action plans. Monitor work flow and assignments to maximize production and achieve unit goals.				
9. How long have the duties been substantially as described above? _____					
10. List any machinery or equipment operated and any unusual or hazardous working conditions. Personal computer, photocopier, scanner, calculator, telephone, and automobile.					
11. Percent of time spent supervising (training and evaluating employees, assigning and reviewing work). <u>10%</u>					
12. Indicate the number of employees supervised by class titles. Part Time Clerical (As needed staff) 1,000 hrs /yr					
13. I certify that the above statements are my own and to the best of my knowledge are accurate and complete.					
Signature _____		Date _____		Phone No. _____	

ATTACHMENT 6

LAADUAP
IMPACT REPORT

LA ADU ACCELERATOR PROGRAM



Impact Report

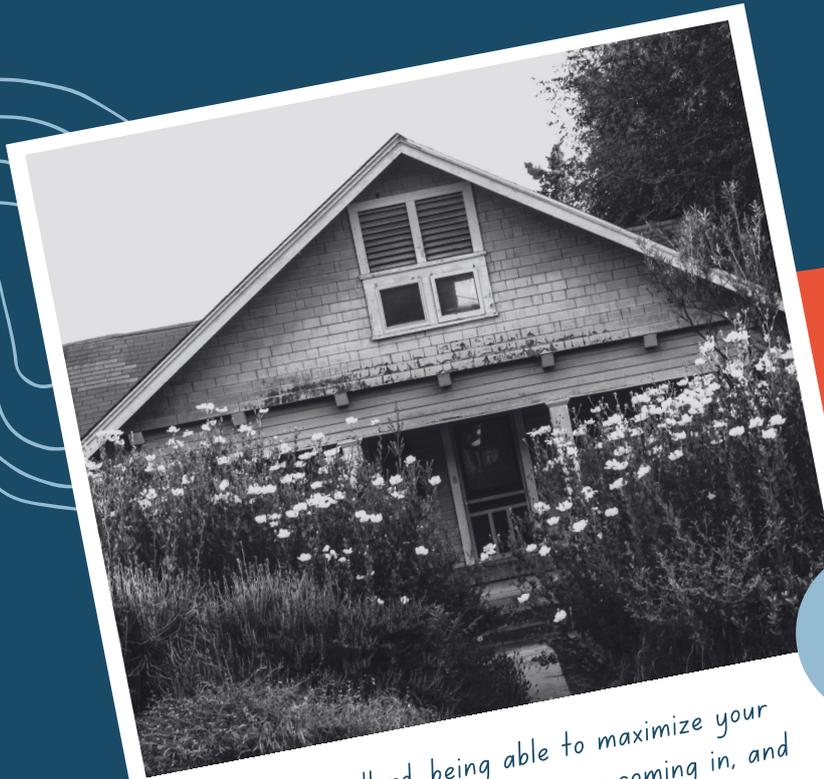
REPORT BY
THE LOS ANGELES
INNOVATION TEAM

2021

TABLE OF CONTENTS

- 03.** About the Program
- 04.** Program Team and Partners
- 05.** Program Motivation
- 09.** How the Program Works
- 10.** Resident Impact
- 19.** Strategic Impact
- 23.** Program Steps
- 24.** Program History





*"As a landlord, being able to maximize your property, have passive income coming in, and being able to provide a stable home for a senior is an amazing feeling."
- Erica, Homeowner*

ABOUT THE LA ADU Accelerator Program

Operated by the City of Los Angeles, the LA ADU Accelerator Program pairs housing-insecure older adults with homeowners willing to rent their accessory dwelling units (ADUs) for five years. In exchange, homeowners receive benefits such as tenant screening and timely rent. Older adults receive secure and affordable housing and supportive wraparound services. The goal of this pilot program is to establish proven homelessness prevention strategies to keep older adults aging in place.

PROGRAM TEAM AND PARTNERS

The Los Angeles Innovation Team

Housed within Los Angeles Mayor Eric Garcetti's Office, the Los Angeles Innovation Team manages the LA ADU Accelerator Program. In 2022, the program will be administered by the City's Housing and Community Investment Department (HCID).

ONEGeneration

A premiere senior service provider in west San Fernando Valley, ONEGeneration provides case management to both homeowners and tenants participating in the LA ADU Accelerator Program.

Los Angeles Housing and Community Investment Department (HCID)

HCID manages the City's housing development and related programs. In 2022, HCID will oversee the LA ADU Accelerator Program.

The Mayor's Fund for Los Angeles

The Mayor's Fund for Los Angeles is a non-profit organization that manages the LA ADU Accelerator Program's grant funding and contracts with partners.

Bloomberg Philanthropies

A private philanthropy focused on government innovation, Bloomberg Philanthropies created the 2018 U.S. Mayors Challenge competition, of which Los Angeles was one of nine winners. The LA ADU Accelerator Program was made possible by a \$1 million grant from winning this competition.

PROGRAM MOTIVATION

THE HOUSING CRISIS IN LOS ANGELES

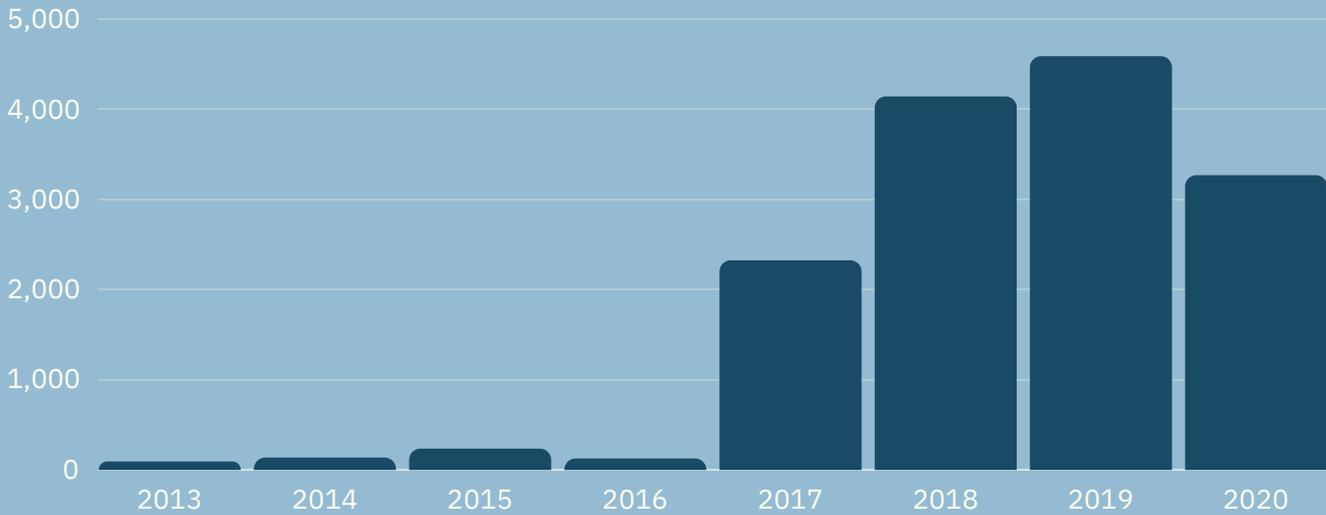
Three out of four households living in Los Angeles are rent-burdened, meaning more than 30% of their household income is spent on rent and utilities (USC, 2020), making Los Angeles one of the most rent-burdened cities in the country. Research shows that rent-burdened households cut back on basic needs — including food, transportation, and medication — in order to afford rent.

To combat the region’s ongoing affordable housing challenges, accessory dwelling units (ADUs) — also known as granny flats and backyard homes — are a promising solution, as they are less expensive to build than many other housing types. ADUs are secondary residential units on a property with a proposed or existing home. They are allowed on most residential lots, and now make up 22% of Los Angeles’s new housing production.



ADU image courtesy of Duvivier Architects

ADU Permits Issued by Year in Los Angeles



The ADU Movement in Los Angeles

Although nearly 500,000 single-family homes in Los Angeles can accommodate an ADU, only 343 ADUs were legally constructed between 2003 and 2015. Barriers such as conflicting and restrictive State and local laws; deficiency of ADU financing options; and an overly complex building process limited the potential for ADU development.

To address these challenges, the L.A. Innovation Team advocated for statewide policy changes to stimulate ADU development, and partnered with City departments to improve the ADU permitting process. In 2017, informed by the team’s research, California enacted new laws that significantly reduced regulatory hurdles.

In 2020, five additional bills further streamlined the ADU construction and approval process.

The City’s renewed commitment to making ADUs easy and affordable to build has led to a significant rise in ADU construction. ADU permit applications across Los Angeles grew from an average of 157 applications per year from 2013 - 2016 to nearly 5,700 in 2020 — an increase of more than 4,000%.

Like Los Angeles, other local jurisdictions, private companies, and nonprofits have also sought to take advantage of the State’s policy changes and launch programs to encourage ADU growth. This ADU building boom creates a unique opportunity to rapidly increase the region’s affordable housing stock.

4,506%

Increase in ADU permit applications in the City of Los Angeles since California State laws went into effect in 2017

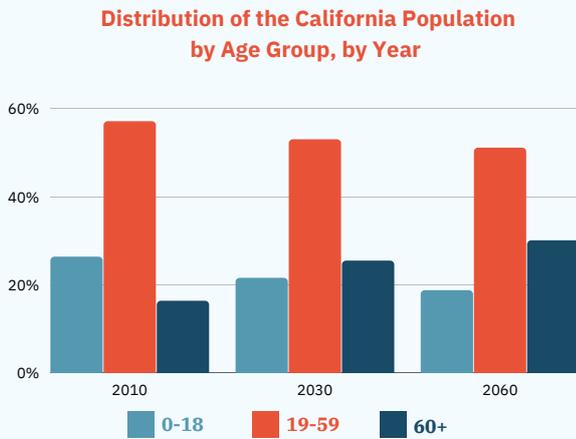
Source: Los Angeles Department of Building and Safety

8,854

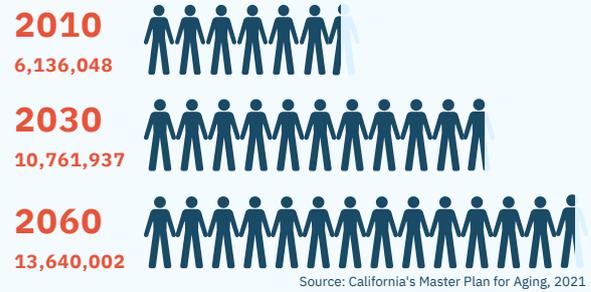
ADUs with Certificate of Occupancy in the City of Los Angeles

Source: Los Angeles Department of Building and Safety

Adults over 60 will make up one quarter of California's population by 2030



Number of Californians Age 60+ by Year



OLDER ADULTS AT RISK

While people of all ages are affected by the region’s housing affordability crisis, data show that older adults — who often live primarily on fixed Social Security incomes — are especially vulnerable to falling into homelessness when they can’t afford rising housing costs. In Los Angeles County, more than 60% of extremely low-income older adult households are severely rent burdened, meaning they spend more than half of their incomes on rent and utilities ([California Housing Partnership, 2020](#)). To compound this problem, there are limited affordable housing options for low-income older Angelenos. Many senior housing programs are at capacity and have years-long waitlists. According to the [2020 Greater Los Angeles Homeless Count](#), the number of older adults (age 62 years and over) experiencing homelessness increased by more than 20%. This — coupled with the fact that by 2030, adults over age 60 will make up one quarter of California’s population ([California’s Master Plan for Aging, 2021](#)) — underscores the urgent need to design homelessness prevention programs to ensure stability for older adults.

MATCHING CHALLENGE WITH OPPORTUNITY

With the increase in ADUs across Los Angeles, we saw the opportunity to leverage this new housing stock to pilot a homelessness prevention program that increases affordable housing access for the city’s older adults.

Over the course of a year, we engaged residents and subject-matter experts to identify older Angelenos' unique challenges, and used these insights to design a program that is holistic and responsive to their needs, while also incentivizing homeowners to partner in this effort. Participating tenants pay 30% of their income in rent, ensuring they do not have to sacrifice other essential items — such as food or medicine — to afford housing. ADUs are an ideal housing typology for older adults, as they offer private but non-isolating living spaces and are often near public transit. We have also partnered with a leading senior service organization to provide wraparound case management to ensure stability and support for all participants.

HOW THE PROGRAM WORKS

The LA ADU Accelerator Program partners with homeowners to rent their ADUs to housing-insecure older adults for five years. In exchange, homeowners receive benefits such as tenant screening, timely and competitive rent, and landlord support. Tenants receive affordable housing and wraparound support services to ensure they do not fall into homelessness.

Homeowners receive the following monthly rental payments for their units*:

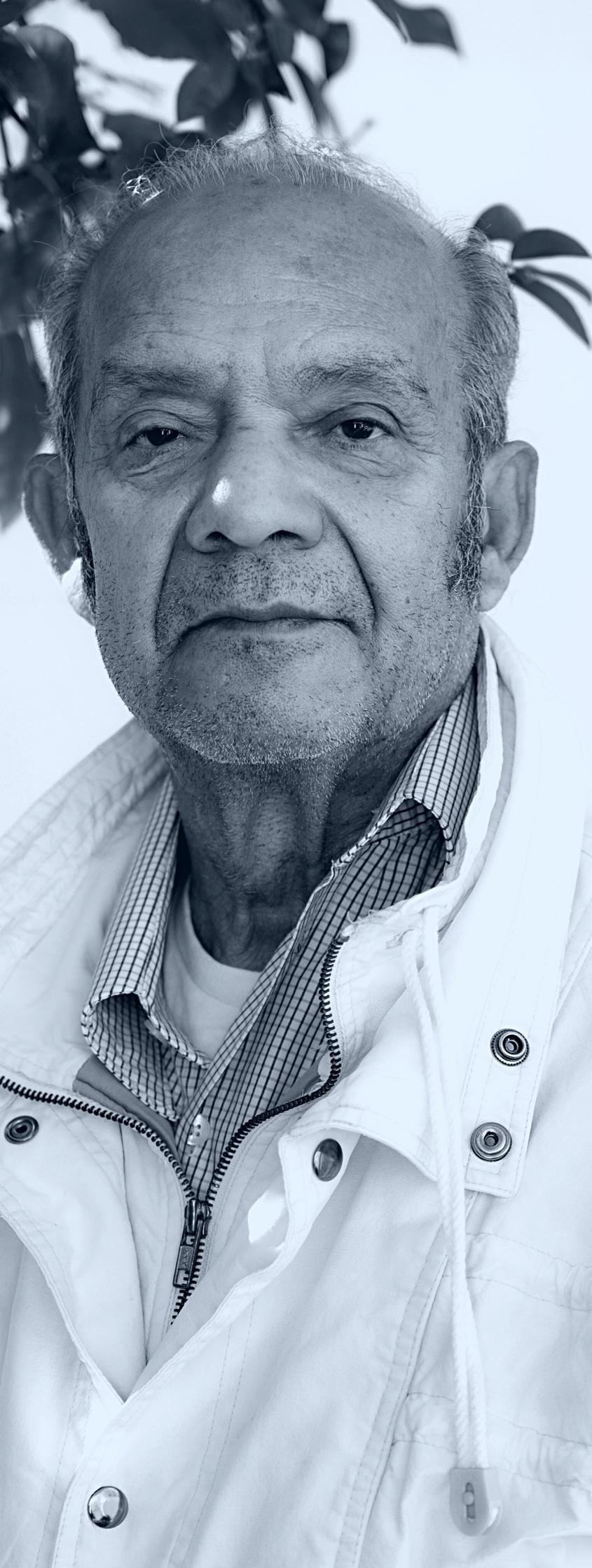
Studio ADU	\$1,369
1 Bedroom ADU	\$1,765
2 Bedroom ADU	\$2,263
3 Bedroom ADU	\$2,735

Each month, tenants pay 30% of their income on rent, and the City subsidizes the remaining balance.

*Rental rates correspond to 2021 Section 8 Voucher Payment Standards for the Housing Authority of the City of Los Angeles (HACLA). Rental rates will increase in conjunction with HACLA.

"My relationship with my tenant is great. I haven't had any problems, and ONEGeneration has worked to make sure that the lease agreement process was smooth. The program has helped me financially and with the administrative process of entering into a contract with my tenant. I didn't have to deal with any of the paperwork by myself. I would advise homeowners to definitely apply for the program because it's a very easy and seamless process, and it's also very beneficial to homeowners in multiple ways."

- Liana, Homeowner



RESIDENT IMPACT

TENANT IMPACT

The LA ADU Accelerator Program provides older adults with stable and affordable housing, plus the support they need to live securely and independently. By spending only 30% of their income on rent, our tenants are no longer rent-burdened, and can afford to pay for other basic necessities. Tenants also receive support from the program's case manager, who calls them monthly to ensure that all their needs are being met. If applicable, the case manager also helps tenants sign up for state and federal assistance programs, such as CalFresh, and connects them to services such as hot meal delivery, grocery shopping, transportation, and housekeeping. This wraparound and personalized assistance helps tenants flourish in their new housing situation and stabilize their lives, and prevents them from becoming homeless.

Tenants have reported greater economic security and improvements to both their physical and emotional well-being as a result of participating in the program.

152

Tenant applications received from
January - May 2021

70.2

Average age of tenants participating
in the LA ADU Accelerator Program

\$1,132

Average monthly income of tenants
participating in the LA ADU Accelerator
Program

Ira's Story

Before finding his current home through the LA ADU Accelerator Program, Ira had spent three years living with friends, an experience he describes as “a real hardship.” It was difficult for him “just trying to locate [housing] and not being in anybody's way, having to look on Craigslist or this list or that list, and you know, being at the whim and will of a lot of other people.”

Ira, a former accountant —and resident of Los Angeles for more than 50 years — had been seeking stable and affordable housing for a long time, but he continually encountered barriers. “I was extremely motivated. I wanted my own space, my own place. Getting it, though, was very difficult. With everything that goes into it, including the costs, it wore me out.”



Ira found the LA ADU Accelerator Program after calling ONEGeneration and speaking with Veronica, the center’s Housing Navigator. Veronica was very receptive to what Ira describes as his “tale of woes,” and said that she would do everything she could to help him. After determining that Ira may be a good match for Lina, a homeowner participating in the LA ADU Accelerator Program, Veronica introduced the pair. The match was a success, and Ira moved into Lina’s ADU a few weeks later.

While Ira thought that he and Lina would get along, he never expected that they would form such a strong bond. He considers Lina more like family than simply a landlord. On many occasions, Lina has assisted Ira with household tasks such as unloading his groceries.

“Certainly, I don't want to infringe on their lives and vice versa, but they have been so nice to me,” Ira says. “On many occasions, [Lina’s family] has come over, or called me and said, ‘Have you eaten dinner?’ or ‘Would you like dessert tonight?’ And whatever it is, they have brought it over.” *(Continued on Page 13)*





Ira outside his ADU with his landlord Lina

"I wanted my own place, and having the opportunity to move here, and seeing that this was mine, made a tremendous difference in my feelings, my attitude, my outlook towards my life."

- Ira, Tenant

Ira's Story

CONTINUED

Apart from his new home and friendship with Lina, Ira says he has gained many other benefits from participating in the LA ADU Accelerator Program — benefits that he “never thought would be coming to [him],” such as access to grocery vouchers and cleaning services. The assistance he’s received from ONEGeneration’s staff has made him feel supported and cared for.

“Veronica is always making sure that I'm happy, which is very nice,” Ira says “And with all the donations that [ONEGeneration] has offered, it makes it feel like this world is in a better place than the other way, where nobody looks after each other and you don't care about anybody else. ONEGeneration certainly has done whatever

needed to be done to make me feel happy and content about this.”

Ira says that the LA ADU Accelerator Program has not only made his housing journey “much easier,” but it has also changed his perspective on his life. He calls his new home and his relationship with Lina “a treasure.”

Both have given him a sense of “freedom” and taken away the stress that comes with having to search for housing day after day, Ira says. “I wanted my own place, and having the opportunity to move here, and seeing that this was mine, made a tremendous difference in my feelings, my attitude, my outlook towards my life.”

TENANT IMPACT

Read about how the LA ADU Accelerator Program has changed the life of an older Angeleno.

	BEFORE PARTICIPATING IN THE LA ADU ACCELERATOR PROGRAM	AFTER PARTICIPATING IN THE LA ADU ACCELERATOR PROGRAM
Monthly Income	\$943.72	\$943.72
Monthly Rent	\$700	\$283.12
Percentage of Income Spent on Rent	74.2%	30%
Housing Status	Tenant had reliable housing, but most of their income was spent on rent, creating financial stress and uncertainty.	Tenant lives in an ADU and has a positive relationship with their landlord. Tenant's housing expenses are now affordable.
Food Expenses	Tenant received food assistance through CalFresh.	In addition to CalFresh, tenant receives weekly grocery assistance from ONEGeneration's food bank.
Tenant's Economic State	Tenant was not financially stable, and felt stressed about falling into debt. After spending the majority of their income on rent, tenant could not pay for other necessities, such as new clothing.	Tenant no longer worries about affording rent, and reports greater financial stability. Tenant can now afford other necessities, and has purchased new shoes and clothing.
Tenant's Overall Well-Being	Tenant reported feeling very stressed because of their lack of economic stability. Tenant was worried about having insufficient savings, and felt constrained and unable to purchase necessities.	Tenant reports greater peace-of-mind, happiness, and security now that their rent is affordable. Tenant has a very positive relationship with their landlord.



HOMEOWNER IMPACT

The LA ADU Accelerator Program is a one-stop-shop for homeowners. As participants, homeowners receive benefits such as tenant screening, timely rent, and case management. Whether homeowners are first-time or experienced landlords, they find the program helpful at every step.

Homeowners also receive competitive rental rates, which are above market in some of the city's most sought-after neighborhoods. Timely and consistent rental payments help homeowners pay off their mortgages and the cost of building their ADUs.

For many homeowners, passive income earned through the LA ADU Accelerator Program offers a pathway to greater financial stability.

In addition, many homeowners cite a more intangible impact of the program: the fulfillment of helping someone in need. By renting their ADUs to older adults facing housing insecurity, homeowners become part of the solution to L.A.'s housing crisis, and directly assist members of their communities.

ROSIE'S STORY

"I THINK THAT'S WHY IT'S SUCH A GREAT PROGRAM, BECAUSE YOU'VE GIVEN THEM SOMETHING THAT IS THEIR OWN. IT'S NOT AN APARTMENT, IT'S A HOUSE."

When you first enter Rosie's home, she will immediately lead you to a bright corner of her living room lined with black-and-white photographs, dried flowers, and religious figurines. This is a shrine dedicated to her mother, Alicia.

"Everything I do is to honor her legacy," she says.

Alicia wanted her home to be a *casa de huéspedes*, or a "house for guests," where all types of people feel welcome and taken care of. Since Alicia passed away, Rosie has sought to fulfill her mother's wish, which was part of the reason she built an ADU. Alicia's passing also led Rosie to explore other ways to connect with older individuals, who have always been a fixture in her life. By giving her the ability to rent her ADU to an older adult, Rosie felt like the LA ADU Accelerator Program was the perfect opportunity.

Rosie was also attracted to the LA ADU Accelerator Program for its guarantee of stable, competitive rental payments. Prior to participating in the program, Rosie rented her ADU to international students, or listed it on Airbnb. Both methods were cumbersome and inconsistent, and neither gave her the financial security she needed. In order to pay bills, Rosie took on gig work, such as driving for Uber and pet-sitting. The LA ADU Accelerator Program has given Rosie a consistent source of passive income, helping her achieve greater financial stability.



"Now with COVID, I really have to be careful and I can't do Uber anymore, I can't do Instacart anymore. And I want to retire," Rosie says. "But the only way I can retire is that I have to be financially set, and [the LA ADU Accelerator Program [is] helping so much. It's secure, and I've paid off some bills already."

In addition to the financial benefits it has provided, the program has supported Rosie in other ways. Veronica, the program's Housing Navigator, has ensured that Rosie feels comfortable in her role as a landlord. "It feels like I have backup. If I have any questions, I can ask her," Rosie says. *(Continued on Page 17)*

ROSIE'S STORY

CONTINUED

After interviewing multiple potential tenants, Rosie met Roberto and Maria, an elderly couple who instantly reminded her of her family. Rosie feels fulfilled knowing that her participation in the LA ADU Accelerator Program has given Roberto and Maria a home of their own. Rosie remembers a time when someone came to visit, Roberto said, “Come into my house, I finally have a house. You can now come visit me, because I have a house. You can now come visit me, because I have a house, Don Roberto. Finally.”

“They are so happy that they have something,” Rosie says. “I think that's why it's such a great program, because you've given them something that is their own. It's not an apartment, it's a house.”

In some ways, Rosie also feels that Roberto and Maria have helped her, just like she has helped them. She says that their presence has made her feel “complete” again. “I feel like my house is taken care of, I feel like the energy is like it used to be. I can smell the beans cooking or tortillas being made, like when my mother lived here. And it brings me *melancolía*, like ‘melancholy,’ and it feels so good.”



Rosie outside her ADU



A shrine dedicated to Rosie's mother, Alicia

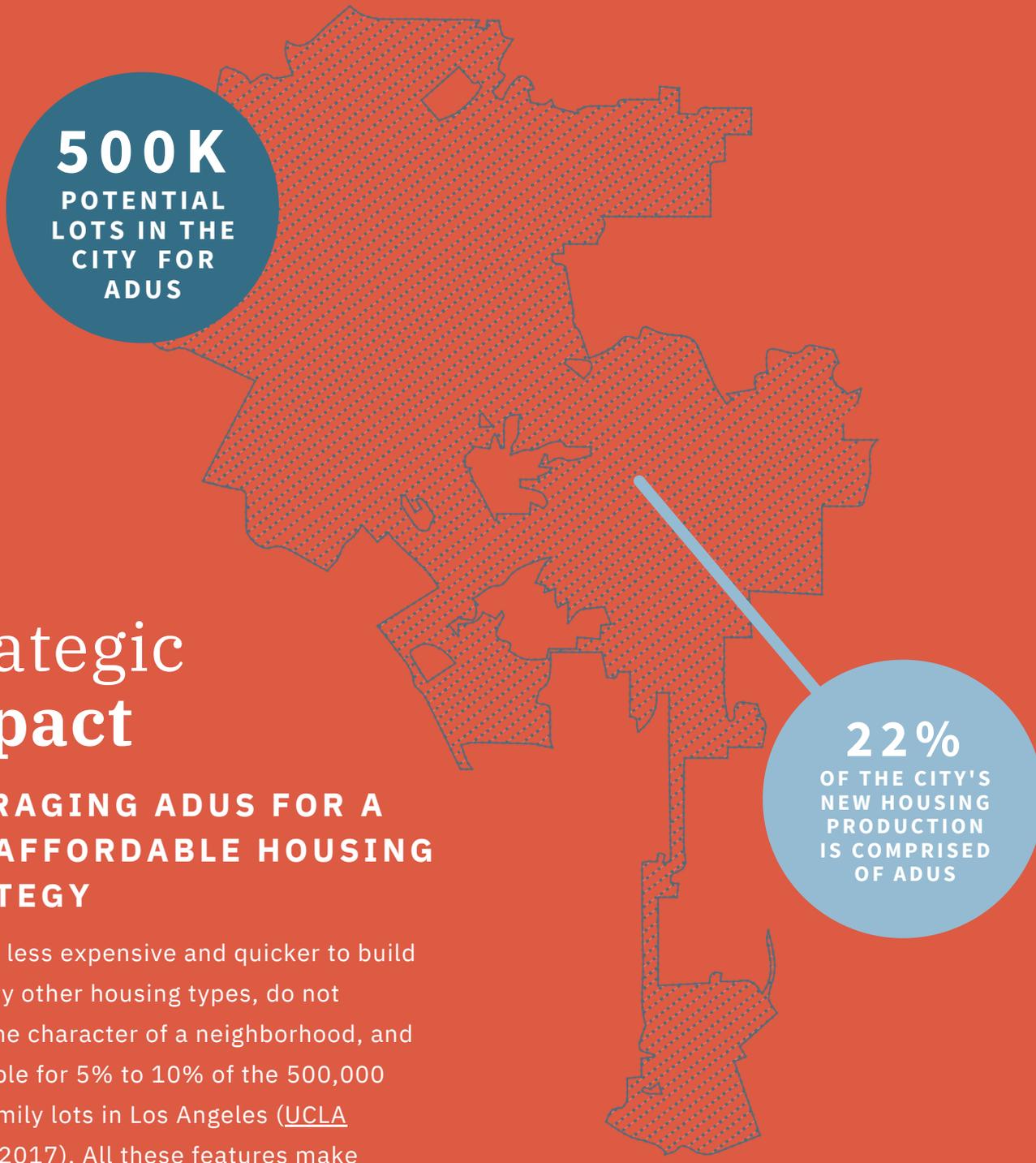


686

Homeowners who have expressed interest in the program

179

Homeowners who attended information sessions about the program

A map of Los Angeles is shown with a dotted pattern. Two callout circles are present: a teal one on the left and a light blue one on the right. A line connects the light blue circle to a specific area on the map.

500K
POTENTIAL
LOTS IN THE
CITY FOR
ADUS

22%
OF THE CITY'S
NEW HOUSING
PRODUCTION
IS COMPRISED
OF ADUS

Strategic Impact

LEVERAGING ADUS FOR A NEW AFFORDABLE HOUSING STRATEGY

ADUs are less expensive and quicker to build than many other housing types, do not change the character of a neighborhood, and are feasible for 5% to 10% of the 500,000 single-family lots in Los Angeles ([UCLA CityLAB, 2017](#)). All these features make ADUs an ideal way to rapidly expand the city's housing stock. The LA ADU Accelerator Program demonstrates how city governments can capitalize on ADUs to create more affordable housing, with homeowners being part of the solution.

STRATEGIC IMPACT

PIONEERING A NEW SENIOR HOMELESSNESS PREVENTION PROGRAM

With adults over age 65 comprising more than 25% of the U.S. population by 2030 ([AARP, 2020](#)), it is more important than ever that policymakers nationwide develop programs to address their needs, especially housing. However, over the last five decades, housing assistance has remained stagnant when compared to other federal outlays for low-income individuals, such as Medicaid, or food and nutrition programs ([UCSF, 2021](#)).

In Los Angeles, there are few affordable housing options specifically for low-income older Angelenos, and those that exist are at capacity with years-long waitlists. To pay for housing, older adults cut back on other essential expenses, such as food and medication, threatening their general health and well-being. Research also indicates that older adults are at higher risk of falling into homelessness as a result of limiting fixed incomes, low social support, and multi-morbidity ([UCSF, 2021](#)). Recent trends demonstrate this risk: in 2020

the number of adults over 62 experiencing homelessness in L.A. County grew by more than 20%, compared with an overall increase of 12.7% ([2020 Greater Los Angeles Homeless Count](#)). When people become homeless, they often develop more chronic needs, making it more difficult to regain a stable life. These trends underscore the need to develop housing programs to support older adults and prevent homelessness.

The LA ADU Accelerator Program addresses this critical and unmet need. The program leverages the rapid expansion of ADUs to immediately house low-income older Angelenos while they wait for permanent affordable housing placements, laying the foundation for an interim housing strategy. As the only program in Southern California designed to prevent homelessness among older adults, we are a pioneer in these efforts and an example for other jurisdictions interested in developing similar initiatives.

"This program has made me happy, I'm able to pay for other things and expenses that I could not afford before the program. Whenever I think about the amount of rent that I'm paying for now, I feel happy and not stressed out. One of the benefits I've received from the program has been meeting people that care for seniors. ONEgeneration staff has brought a shine to my everyday life as well."

- Arpik, Tenant

60%

of extremely low-income older adults in Los Angeles County spend more than 50% of their income on rent and utilities

Source: California Housing Partnership, 2020

20%

increase in older adults experiencing homelessness in 2020 in Los Angeles County

Source: 2020 Greater Los Angeles Homeless Count

STRATEGIC IMPACT

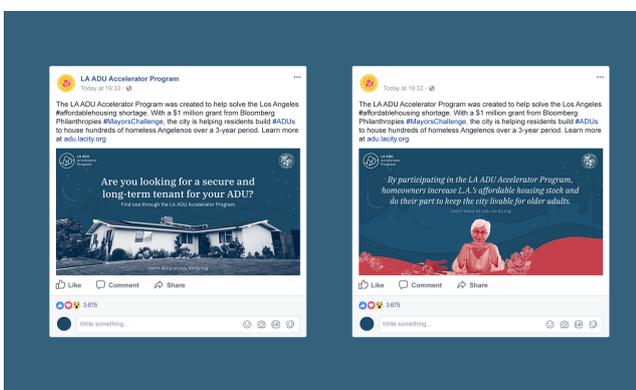
MAKING GOVERNMENT SERVICES PEOPLE-CENTERED AND ACCESSIBLE

Government services are often perceived to be inaccessible and difficult to navigate. However, the LA ADU Accelerator Program provides a different experience for residents: our program is agile, welcoming, and connected to residents’ needs. Through our focus on design, data, and behavioral science, we’ve built a program that is people-centered and unique in its approach.

When we developed the LA ADU Accelerator Program’s brand, we prioritized transparency and responsiveness. Our website clearly details all program components, and includes an email where residents can reach us directly, and receive a reply within one business day. Testimonials from existing participants offer first-hand accounts of their experiences with the program — something often missing from government services.

In our outreach to both homeowners and tenants, we sought to make information more transparent and easy to understand. Through social media platforms such as Facebook, Instagram, and Next Door, we’ve facilitated organic interactions between residents and the program. Similarly, in a postcard we sent to ADU owners throughout the city, vibrant and engaging visuals inspired by 1970s advertising campaigns made the postcard stand out to the viewer, and differentiated it from more traditional governmental mail. One recipient later told us, “I thought it was a really cool holiday card, not like a scammy advertisement at all.”

Our approach to service delivery and resident engagement has brought a quality of modernity and humanity not often seen in government services. Through the LA ADU Accelerator Program, we’ve shown that government programs can be people-centered, dynamic, and accessible.



Facebook posts



Homeowner postcard

PROGRAM STEPS

HOMEOWNERS

Step One

Homeowners complete a written application. To apply, homeowners must:

1. Own a residential property in the City of Los Angeles, *and*
2. Have an existing, legally permitted ADU with a Certificate of Occupancy (C of O), or be in the process of receiving a C of O.

The LA ADU Accelerator Program evaluates the written application based on programmatic fit, landlord fit, and ADU quality.

Step Two

If they advance, homeowners interview with the LA ADU Accelerator Program team to assess how they align with the program's values.

Step Three

If selected, homeowners undergo a complete suitability screening, including a background check and ADU site visit.

Step Four

If accepted into the program, homeowners complete a questionnaire to determine their tenant preferences.

TENANTS

Step One

Tenants apply to the program through contacting ONEGeneration. They may also be referred by a case manager at another organization. To qualify for the program, tenants must:

- Be at least 62 years of age
- Currently reside in Los Angeles County
- Earn at or below 30% of the area median income (AMI)
- Have a valid phone number

Step Two

ONEGeneration screens all tenants to determine whether they are eligible for the program.

Step Three

If eligible, tenants join the LA ADU Accelerator Program's tenant pool.

Step Four

Tenants complete a questionnaire to determine their living preferences.

HOMEOWNERS & TENANTS

Step Five

ONEGeneration matches homeowners and tenants based on their joint preferences. Homeowners are given a minimum of four tenants to interview. Homeowners then select their preferred tenant.

Step Six

Homeowners sign a five year contract with ONEGeneration to confirm their participation in the program and a one-year lease with their tenant. The lease agreement is renewed annually for up to five years.

Step Seven

Every month, tenants pay 30% of their income towards rent. Homeowners receive an additional rental subsidy check from ONEGeneration. Tenants and homeowners participate in monthly program check-in calls with ONEGeneration to ensure their needs are being met.

PROGRAM HISTORY

The LA ADU Accelerator Program was made possible by the Bloomberg Philanthropies 2018 U.S. Mayors Challenge. Bloomberg Philanthropies designed the Mayors Challenge to incentivize local leaders to think creatively, test new approaches, and identify groundbreaking innovations to solve their most urgent problems. Los Angeles was one of nine cities to win the 2018 U.S. Mayors Challenge grant for its innovative approach to alleviating its housing crisis. This \$1 million grant laid the foundation for the LA ADU Accelerator Program.

Oct 2018 • Los Angeles is named one of nine cities to win the Bloomberg Philanthropies 2018 U.S. Mayors Challenge, and is awarded a \$1 million grant to launch the LA ADU Accelerator Program

Mar 2019 - May 2019 • The L.A. Innovation Team works to create a program plan and initiate delivery

May 2019 - Sep 2019 • The L.A. Innovation Team launches the LA ADU Accelerator Program

Oct 2019 • The program's first homeowner application opens

Jan 2020 • The program's first cohort of homeowners is selected

Feb 2020 - Aug 2020 • The program's service provider contract and tenant matching process are put on hold due to the COVID-19 pandemic

Jun 2020 - Jul 2020 • The program launches a revised website and online application

Aug 2020 • The program's second application cycle opens and a homeowner outreach campaign is launched

Sep 2020 • The program signs a contract with ONEGeneration, its partner senior service provider

Nov 2020 - Dec 2020 • The program signs contracts with its first five homeowners and six tenants move into ADUs

Feb 2021 • The program releases its request for proposal (RFP) for service providers and launches its second homeowner outreach campaign

