

0150-12169-00000

**TRANSMITTAL**

TO Council	DATE 08-25-22	COUNCIL FILE NO. 22-0227
FROM Municipal Facilities Committee		COUNCIL DISTRICT 11

The Municipal Facilities Committee (MFC) has waived the attached report prepared by the General Services Department (GSD), which is hereby transmitted for Council consideration. Adoption of the report would authorize GSD to negotiate and execute a license agreement with the Chrysalis Center (Chrysalis) for approximately 650 square feet of parking lot space located at 1645 Corinth Avenue, in Council District 11. The proposed license term is for one year, with two one-year options to renew.

There is no anticipated General Fund impact as no revenue will be generated by the license agreement.



Matthew W. Szabo  
City Administrative Officer  
Chair, Municipal Facilities Committee

# CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

August 25, 2022

Honorable City Council  
City of Los Angeles  
C/o City Clerk  
Room 395, City Hall  
Los Angeles, CA 90012

Attention: Michael Espinosa, Legislative Assistant

## **REQUEST AUTHORITY TO NEGOTIATE AND EXECUTE A NEW LICENSE AGREEMENT WITH THE CHRYSALIS CENTER AT 1645 CORINTH AVENUE, LOS ANGELES**

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The Department of General Services (GSD) requests authority to negotiate and execute a new license agreement with The Chrysalis Center (“Chrysalis”), a 501(c)(3) non-profit organization for approximately 650 square feet (sf) of parking lot space at 1645 Corinth Avenue, Los Angeles, CA 90025 in Council District 11.

### **BACKGROUND**

City Council adopted motion CF:22-0227 directing GSD to negotiate a no-cost license with Chrysalis to occupy a portion of the parking area at the City owned property located at 1645 Corinth Avenue, which is within the West Los Angeles Municipal Complex. Chrysalis will use a portion of the municipal parking lot for the placement and use of a secured storage bin for people experiencing homelessness to store their personal belongings.

Formed in 1984, Chrysalis has served more than 77,000 individuals experiencing financial insecurity and housing instability. As part of their mission, in 2021, Chrysalis launched a new program called Safekeeping which is a combination of safe storage and housekeeping. Through this program, Chrysalis’ clients are employed as housekeeping, janitorial and customer service staff members. This includes a new program called “The Bin” which provides free safe storage facilities, where housed and unhoused patrons may store and access personal property at no charge.

### **TERMS AND CONDITIONS**

The proposed no-cost license term is for one year and will commence on the date of attestation by the City Clerk. Further, there are two, one-year options to renew at the City’s discretion. A complete set of terms and conditions are outlined on the attached Term Sheet.



**COMMUNITY BENEFIT**

The Los Angeles Homeless Services Authority (LAHSA) provides various services and programs to the City under contract (C-126258). This includes planning, coordination, direction and management of services for homeless families and individuals in Los Angeles County.

In turn, LAHSA cooperates with private organizations to carry out certain functions and programs which are part of their service obligations under C-126258. As such LAHSA has contracted with Chrysalis to provide several safe storage programs throughout the City under contract "2017CityGF33 - Amendment Number Two to 2021SSST01 Public Storage." This program provides free secure storage facilities that allow people experiencing homelessness short term storage options.

Under the terms of the recommended license agreement, Chrysalis would utilize the City owned property to provide services in accordance with the terms of the referenced service agreements. As such a formal Community Benefits Analysis (CBA) is not required. The City Attorney has previously opined that a CBA is not required for agencies occupying City property for the sole purpose of carrying out a City program by performing activities in accordance with the terms of a City service contract.

**MAINTENANCE**

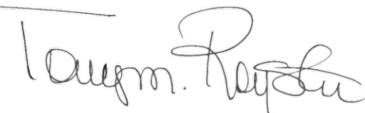
Chrysalis shall maintain the site in good and sanitary condition. Any repairs, alterations or other improvements required from the specific use of the site shall be performed by the tenant at their sole cost and expense. The tenant will be responsible for janitorial costs associated with the property use.

**FISCAL IMPACT**

There is no anticipated impact on the General Fund as the license agreement contains no rent.

**RECOMMENDATION**

That the Los Angeles City Council, subject to the approval of the Mayor, authorize GSD to negotiate and execute a new license agreement with The Chrysalis Center at 1645 Corinth Avenue, Los Angeles, CA 90025 under the terms and conditions substantially outlined in this report.



Tony M. Royster  
General Manager

Attachment: Term Sheet  
Site Plan  
LAHSA/Chrysalis Contract 2021SSST01 - FY 22/23

# LEASING TERM SHEET

MFC DATE

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LANDLORD

ADDRESS

---

TENANT

ADDRESS

---

LOCATION

AGREEMENT TYPE

USE

SQUARE FEET

TERM

RENT START DATE

LEASE START DATE

OPTION TERM

HOLDOVER

SUBLET/  
ASSIGNMENT

TERMINATION

RENTAL RATE

ESCALATION

RENTAL ABATEMENT

ADDITIONAL RENT

PROPERTY TAX

OPEX

CAM

OTHER

SECURITY DEPOSIT

MAINTENANCE/  
REPAIR

MAINTENANCE/  
REPAIR DETAILS

TENANT  
IMPROVEMENTS

PARKING

UTILITIES

CUSTODIAL

SECURITY

PROP 13  
PROTECTION

INSURANCE  
(City)

OTHER:

# SITE MAP

THE CHRYSALIS CENTER  
"THE BIN"  
1645 CORINTH AVENUE, LOS ANGELES, CA 90028



## Digital Contract Execution and Reporting Routing Sheet

FY 19-20 <input type="checkbox"/>	FY 20-21 <input type="checkbox"/>	FY 21-22 <input type="checkbox"/>	FY 22-23 <input checked="" type="checkbox"/>	FY 23-24 <input type="checkbox"/>	FY 24-25 <input type="checkbox"/>	FY 25-26 <input type="checkbox"/>
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**This digital Sub-recipient Agreement routing sheet is to satisfy LAHSA internal review process**

**Contractor Name:** The Chrysalis Center  
**Previous Contract No.:** 2017CITYGF33  
**This Amendment No.:** Two  
**New Contract Number:** 2021SSST01  
**Contract Term:** July 1, 2022 to June 30, 2023

**Comment:**

This Amendment Number Two will be replacing Exhibit C, Program Budget and Services with Exhibit C-1 Program Budget and Services adding City of Los Angeles funds and CoC HHAP funds in the amount of \$3,348,906.00, as well as extending the contract term to June 30, 2023 and updating Exhibit B- Condition Precedent and the following Attachments: Attachment 7, Contractor's Articles of Incorporation and all amendments; Attachment 20, Contractor's Bylaws; Attachment 21, Contractor Responsibility Ordinance, Attachment 22,; Attachment 23, Certification of Compliance with First Source Hiring Ordinance/Reasonable Measures; Application for Frist Source Hiring Ordinance; Attachment 24, Certification of Compliance with the Slavery Disclosure Ordinance; Attachment 25, COVID-19 Vaccination Compliance Certification.

**Completed & Reviewed by**

Tyler Douglas

Tyler Douglas (Jul 15, 2022 08:33 PDT)

Supervisor, Contract & Procurement Department

**Approved Generally by**

Lisa Thompson

Lisa Thompson (Jul 27, 2022 10:16 PDT)

Senior Contract Specialist, Contracts & Procurement Department

Date

**Approved Generally by**

Kristina Dixon

Kristina Dixon (Jul 29, 2022 20:20 EDT)

Acting Co-Executive Director/Chief Financial & Administration Officer

**Executive execution by**

See Signature Page in the Agreement

Acting Co-Executive Director /Chief of Systems Officer

**LOS ANGELES HOMELESS SERVICES AUTHORITY  
FISCAL YEAR 2022 – 2023 AMENDMENT AGREEMENT  
2022-2023 STORAGE FACILITY PROGRAM AGREEMENT  
AMENDMENT NUMBER TWO**

<b>Contractor:</b>	<b>The Chrysalis Center</b>
<b>Original Contract Number:</b>	<b>2017CITYGF33</b>
<b>Allocation Reference Number:</b>	<b>2021SSST01</b>
<b>Amendment Number:</b>	<b>Amendment Number Two to 2021SSST01</b>
<b>Program Name:</b>	<b>Public Storage (SPA 2, 4, 5 &amp; 8)</b>
<b>This Amendment Term:</b>	<b>July 1, 2022 to June 30, 2023</b>
<b>Total Contract Term:</b>	<b>July 1, 2021 to June 30, 2023</b>

**CFDA: None**  
**DUNS Number: 07-8351231**  
**EGMS UNIQUE ENTITY ID (UEI): N/A**



**AMENDMENT NUMBER TWO  
TO CONTRACT NUMBER 2021SSST01  
BETWEEN  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
AND  
THE CHRYSALIS CENTER  
RELATING TO THE  
FISCAL YEAR 2022 – 2023 STORAGE FACILITY PROGRAM AGREEMENT**

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**THIS AMENDMENT NUMBER TWO** (“Amendment Number Two”) to Agreement Number 2021SSST01 is made and entered into by and between the Los Angeles Homeless Services Authority (“LAHSA”), a joint powers authority of the City and County of Los Angeles, and The Chrysalis Center (“Contractor”), a 501(c)(3) organization incorporated under the laws of the State of California, collectively the (“Parties”).

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**FISCAL YEAR 2022 – 2023 A M E N D M E N T A G R E E M E N T**

Effective on the date of LAHSA’s Executive Director’s signature, the Agreement is amended.

1. **RECITALS** is hereby amended and restated hereunder as follows:

Add the following:

**“WHEREAS**, LAHSA is authorized by the City and the County under a Joint Powers Agreement to enter into contracts to allocate funding for homeless programs for individuals and families experiencing homelessness in the City and County of Los Angeles;

**WHEREAS**, LAHSA has been designated by the City and County to provide for the proper planning, coordination, direction and management of various community development activities;

**WHEREAS**, LAHSA cooperates with private organizations and agencies of other governmental jurisdictions to carry out certain functions and programs which are its responsibility;

**WHEREAS**, on May 26, 2022, the LAHSA Board of Commissioners voted to award this Agreement to Contractor;

**WHEREAS**, the Program which is the subject of this Agreement, has been established by LAHSA via the Funding Agreement(s);

**WHEREAS**, Contractor was awarded under LAHSA approved procurement processes in accordance with this Agreement;

**WHEREAS**, due to the ongoing COVID-19 pandemic, LAHSA temporarily suspended procurement for ongoing homeless service programs currently under contract due to the extreme hardship that having to respond to a Request For Proposal would place upon our nonprofit partners during this difficult time;

**WHEREAS**, LAHSA will extend all currently funded contracts for homeless services for the 2022-2023 Fiscal Year to ensure the continuity of services in the community and to avoid the hardship that requiring LAHSA partners to respond to RFPs would impose on them;

**WHEREAS**, prior to execution of this Agreement, Contractor has met the Conditions Precedent that are attached as **Exhibit B**;

**WHEREAS**, the Program which is the subject of this Agreement has been funded with Funds as specified in **Exhibit C**, Program Budget and Services;

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**WHEREAS**, Funder-specific recitals are included in the Funder Terms and Conditions that are attached as **Exhibit F**, Funder Terms and Conditions and are incorporated by reference herein;

**WHEREAS**, on December 10, 2021, Contractor and LAHSA executed Agreement Number **2021SSST01** for such being subsequently amended;

**WHEREAS**, on January 13, 2022, Contractor and LAHSA executed Amendment Number One for Agreement Number 2021SSST01 updating **Exhibit A-1, Statement of Work- Part 1: Program Profile** (Fiscal Year 2021 – 2022, July 1, 2021 to June 30, 2022);

**WHEREAS**, LAHSA and Contractor now desire to amend the Agreement for the purposes of: (a) extending the term through **June 30, 2023**, such that the total amended Agreement term hereunder for Fiscal Years 2021 to 2023, is **July 1, 2021 to June 30, 2023**; (b) periodic renewal in the amount of **three million, three hundred forty-eight thousand, nine hundred six dollars and no cents (\$3,348,906.00)** / updating **Exhibit C, Program Budget and Services** and (c) making such other changes as are required in connection with all of the foregoing, as detailed elsewhere in this Amendment Number Two;

**WHEREAS**, **Section 7., Time of Performance**, provides for modifications and/or extensions;

**WHEREAS**, **Section 72., Changes and Amendments to Terms and Conditions**, provides for said amendments;”

2. **Section 7. Time of Performance**, solely with respect to **paragraph A.**, is hereby amended and replaced with the following:

“A. The term of this Agreement shall be from **July 1, 2021 to June 30, 2023** unless otherwise terminated or extended, in whole or in part, as provided in this Agreement.”

3. **Section 9. Compensation**, is amended and restated as follows, and includes the 2022 – 2023 Fiscal Year:

- A. LAHSA shall pay Contractor an amount not to exceed the total dollar amount identified in **Exhibit C, Program Budget and Services**, attached hereto and incorporated herein by reference, for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA.

LAHSA shall prepare **Exhibit C, Program Budget and Services**, which shall be executed by the LAHSA Executive Director or his/her designee and Contractor’s Executive Director or his/her designee.

LAHSA has initially provided Contractor with a Letter of Intent (“LOI”) related to allocation of funding for the 2021 – 2022 Fiscal Year and the 2022-2023 Fiscal Year contingent upon authorization by LAHSA’s Board of Commissioners and receipt of funds from LAHSA’s funders, as specified in Exhibit H, which is attached hereto and incorporated herein by reference. **Exhibit C, Program Budget and Services** shall supersede **Exhibit H, LOI**.

Agreement funds shall be allocated from Funding Entity(ies) as identified in **Exhibit C, Program Budget and Services** and shall be expended in accordance with **Exhibit C, Program Budget and Services**. Contractor’s authority to expend such funds shall be for specific time periods as set forth in this Agreement. Contractor’s right to receive compensation is conditioned upon compliance with LAHSA’s indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement, as solely determined by LAHSA.

- B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the Funding Entity(ies). If LAHSA does not receive the adequate funding for its performance under this Agreement, then LAHSA shall be relieved of obligations under this Agreement or this Agreement shall be amended to conform to the changes in funding allocations as elected by LAHSA.

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- C. LAHSA reserves the right to modify the Program Budget or funding (e.g., increase, decrease, reallocate) during the term of this Agreement. To implement a Program Budget or funding modification, a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.
- D. Contractor may submit a request to modify the Program Budget or funding, during the term of this Agreement, in the manner specified by LAHSA, including via LAHSA Enterprise Grants Management System (EGMS) or LAHSA Sub-Recipient Contract Amendment, Modification or Waiver policy, attached hereto as Exhibit Y, and attached hereto and incorporated herein by reference. Once approved, the modification will be implemented via a revised replacement Exhibit C, Program Budget and Services to the Agreement, which shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.
- E. Notwithstanding the above paragraphs, LAHSA may, in its sole discretion, unilaterally reduce the Program Budget or funding of this Agreement, as a whole, in part, or as to a cost category; may limit the rate of Contractor's authority to commit and spend funds; or may restrict Contractor's use of both its uncommitted and its unspent funds, in the event that:
- 1) The Funding Entity(ies) decrease(s) or rescind(s) funding available for this Program;
  - 2) Contractor will have unexpended funds at the end of the Agreement's term based on the Contractor's spending pattern and invoices submitted to LAHSA for payment;
  - 3) LAHSA determines that reallocating the funds, or a portion thereof, from this Agreement to another LAHSA-funded agreement would better serve the Los Angeles Continuum of Care;
  - 4) Contractor is not meeting its contracted performance measures;
  - 5) as permitted by any other terms of this Agreement; and/or
  - 6) any legally justifiable reason.

To implement such a reduction, the parties agree that a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and executed by the LAHSA's Executive Director or his/her designee and provided **via written notice** to Contractor's Executive Director or his/her designee.

In no event, however, shall any modification made by LAHSA affect expenditures and legally binding commitments made by Contractor before it received written notice of such modification, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with Funding Entity(ies)' cash withdrawal guidelines.

- F. Contractor shall not expend funds provided under this Agreement prior to the commencement date of this Agreement, or subsequent to suspension or its termination. Further, expenditures shall be in direct support of the Program, which is the subject of this Agreement. If Contractor is operating another program simultaneously with the Program herein, Contractor shall notify LAHSA in writing of any expenditures for items jointly used for any other program(s) and the expenditures shall be apportioned according to the percentage of direct use for the Program funded herein.
- G. LAHSA assumes no responsibility to pay for expenses not specifically enumerated in this Agreement. Further, Contractor understands that LAHSA makes no commitment to fund this Program beyond the initial Program Term of this Agreement.
- H. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with LAHSA's express prior written approval.

- I. Contractor shall have no claim against LAHSA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify LAHSA and shall immediately repay all such funds to LAHSA. Payment by LAHSA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of LAHSA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
  - J. Funds provided by LAHSA shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in applicable funder(s) Terms and Conditions. Use of funds to pay for ineligible activities will result in the repayment of these funds to LAHSA.
  - K. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to LAHSA.
  - L. Concurrent Enrollment: If Contractor is serving customers, concurrently utilizing more than one funding stream, Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
  - M. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
  - N. Overtime Work: Unless specifically stated herein or authorized by LAHSA in writing, Contractor shall not incur overtime work expenditures.
  - O. Travel: Travel must be approved in advance by LAHSA and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Statement of Work and in compliance with 2 C.F.R §200.474.
  - P. Profit: Contractor shall comply with any LAHSA directives regarding profit or return on investment.
  - Q. Contractor shall submit to LAHSA its cost allocation plan along with a complete budget, as requested by LAHSA.
4. **Exhibit A, Statement of Work**, is hereby amended as follows:
- (1) Add **Exhibit A-2, Statement of Work, Part 1: Program Profile** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023), *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit A, Program Profile** in the Agreement and its Table of Contents, and/or Exhibits, and any related amendments shall hereby incorporate and include **Exhibit A-2, Statement of Work, Part 1: Program Profile** for Fiscal Year 2022 to 2023 (July 1, 2022 to June 30, 2023).
  - (2) Add **Exhibit A-1, Statement of Work, Part 1: Scope of Required Services (SRS)** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023), *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit A, Statement of Work** in the Agreement and its Table of Contents, and/or Exhibits, and any related amendments shall hereby incorporate and include **Exhibit A-1, Statement of Work, Part 1: Scope of Required Services (SRS)** for Fiscal Year 2022 to 2023 (July 1, 2022 to June 30, 2023).
5. **Exhibit B, Conditions Precedent** is hereby amended to include updated Conditions Precedent under **Exhibit B-1, Conditions Precedent**, for Fiscal Year 2022 – 2023, *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit B, Conditions Precedent** in the Agreement, and its Table of Contents, and/or Exhibits, and any related amendments, shall hereby incorporate and include **Exhibit B-1, Conditions Precedent**, and its Attachments thereto.

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6. Notwithstanding the Attachments to **Exhibit B**, Conditions Precedent contained in the Agreement hereof, **Exhibit B**, Conditions Precedent, is hereby further amended to include the following Attachments, as specified hereunder:

**Exhibit B-1, Conditions Precedent**, Attachments: Attachment 7, Contractor’s Articles of Incorporation and all amendments; Attachment 20, Contractor’s Bylaws; Attachment 21, Contractor Responsibility Ordinance, Attachment 22,; Attachment 23, Certification of Compliance with First Source Hiring Ordinance/Reasonable Measures; Application for First Source Hiring Ordinance; Attachment 24, Certification of Compliance with the Slavery Disclosure Ordinance; Attachment 25, COVID -19 Vaccination Certification of Compliance, *attached hereto and incorporated herein by such reference*.

7. **Exhibit C**, Program Budget and Services is hereby amended to add **Exhibit C-1, Program Budget and Services** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023) as follows:

**Exhibit C-1, Program Budget and Services**, is added to the Agreement for Fiscal Year 2022 to 2023 (budget period of **July 1, 2022 to June 30, 2023**, and is *attached hereto and incorporated herein by such reference*, including Appendix 1 – Subrecipient Advance, Administration Rate, Indirect Cost Rate Table, *attached and incorporated herein by such reference*. Any and all references to **Exhibit C, Program Budget and Services**, in the Agreement and its Table of Contents, and/or Exhibits and any related amendments shall hereby incorporate **Exhibit C-1, Program Budget and Services** for Fiscal Year 2022 – 2023 (budget period of **July 1, 2022 to June 30, 2023**), including the Appendix 1 – Subrecipient Advance, Administration Rate, Indirect Cost Rate Table.

8. **Exhibit F, Funder Terms and Conditions**, is hereby amended as follows:

**Exhibit F**, Funder Terms and Conditions, is amended to include **Exhibit F-1, Funder Terms and Conditions** which includes updated City of Los Angeles General Funds and Homeless Housing, Assistance and Prevention Program (HHAP) Terms and Conditions *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit F, Funder Terms and Conditions** in the Agreement, and its Table of Contents, and/or Exhibits, and any related amendments, shall hereby incorporate and include previous **Exhibit F, Funder Terms and Conditions** City of Los Angeles General Funds and Homeless Housing, Assistance and Prevention Program (HHAP) Terms and Conditions and **Exhibit F-1, Funder Terms and Conditions** City of Los Angeles General Funds and Homeless Housing, Assistance and Prevention Program (HHAP) Terms and Conditions as updated hereunder.

9. **Exhibit H, Letter of Intent**, is hereby amended as follows:

**Exhibit H, Letter of Intent** is amended to include **Exhibit H-1 Letter of Intent** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023), *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit H, Letter of Intent**, in the Agreement and its Table of Contents, and/or Exhibits and any related amendments shall hereby incorporate and include **Exhibit H-1, Letter of Intent**.

In the event of any conflict or inconsistency between **Exhibit H**, Letter of Intent, and Exhibit C, Program Budget and Services, such conflict or inconsistency shall be resolved by giving precedence to Exhibit C, Program Budget and Services of the Agreement. In any event, pursuant to **Section 9. Compensation, paragraph A.**, **Exhibit C**, Program Budget and Services shall supersede **Exhibit H**, Letter of Intent (“LOI”).

10. Except as herein amended, all other terms and conditions of the Agreement remain in full force and effect.

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11. This Amendment Number Two may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Amendment Number Two, which, together with the Agreement, and all Exhibits and Attachments constitute the entire understanding and agreement of the Parties.

**IN WITNESS WHEREOF**, the Los Angeles Homeless Services Authority and Contractor have caused this Amendment Number Two to be executed by their duly authorized representatives.

**APPROVED AS TO FORM FOR LAHSA on May 31, 2022:**

Aleen Langton  
**Principal Deputy County Counsel**

**APPROVED AS TO FORM FOR LAHSA on May 31, 2022:**

Catrina M. Archuleta-Silva  
**Deputy City Attorney**

**For: Los Angeles Homeless Services Authority**

By:  \_\_\_\_\_  
Molly ... man (Aug 1, 2022 13:52 PDT)  
Name: Nathaniel VerGow  
Title: Acting Co-Executive Director/Chief of Systems Officer

Executed this day \_\_\_\_\_

**For: The Chrysalis Center**

Internal Revenue Service ID Number:  
**95-3972624**

*Mark Loranger*  
By: \_\_\_\_\_  
Name: Mark Loranger  
Title: President and CEO

Executed this day July 27, 2022

Said Agreement shall be referenced as **Amendment Number Two** to **2021SSST01** of LAHSA Contracts

**Exhibit A-2  
Statement of Work  
Part 1: Program Profile  
(Fiscal Year 2022 – 2023)  
(on next page)**

**Agreement Number: 2021SSST01  
Contractor Name: The Chrysalis Center**

# Los Angeles Homeless Services Authority

## Program Profile



### Basic Information

Contract Number:	2021SSST01	Contract Term:	Jul 1, 2015	to	Jun 30, 2023	FOR LAHSA USE ONLY	Completed By:	RJ	Date Completed:	5/11/22
Program ID:		Program Term:	Jul 1, 2022	to	Jun 30, 2023					
Procurement Title:	City of Los Angeles General Funds									
Agency Name:	The Chrysalis Center									
Project Name:	Public Storage (SPA 2, 4, 5, & 8)									

### Funded Program Components & Applicable Scope(s) of Required Services

- Access Center (SSO)
  Bridge Housing (ES)
  Crisis Housing (ES)
  Family Solutions Center (SSO)
  Housing Location (SSO)
  Housing Navigation (SSO)
  Legal Services (SSO)
  Outreach (SSO)
  Outreach Coordination
  Prevention & Diversion (HP)
  Permanent Supportive Housing (PSH)
  Rapid Rehousing (RRH)
  Regional Coordination
  Representative Payee (SSO)
  Supportive Services Only (SSO)
  Transitional Housing (TH)
  Youth-Family Reconnection (SSO)
  Winter Shelter
  Safe Parking
  Host Homes
  Other
  Problem-Solving
  Peer Navigation
- Storage and Facility Improvement

Contact Type	Name	Title	Email Address	Phone Number
Program Contact	Trevor Kale	VP, Chrysalis Enterprises	trevor.kale@changelives.org	213-806-6358
Fiscal Contact	Rebecca Ricketts	Director of Program Data	rebecca.ricketts@changelives.org	213-806-6370
HMIS Contact	Francisco Flores	Dir. of Finance & Controller	francisco.flores@changelives.org	213-806-6364
Outcomes/Reporting Co	Trevor Kale	VP, Chrysalis Enterprises	trevor.kale@changelives.org	213-806-6358

### SPECIAL CONDITIONS AND/OR ISSUES (FOR LAHSA USE ONLY):

For programs serving Veterans or Chronically Homeless households, please notate below

- Program Guidance
  Technical Assistance Required
  90 Day Contract Requirement
  120 Day Contract Requirement

#### Program/Services per Site:

##### 7-day Voluntary Storage:

507 Towne Ave, Los Angeles, CA 90013  
 538 San Pedro St, Los Angeles, CA 90013  
 1645 Corinth Ave. Los Angeles, CA 90025  
 1146 Glendale Blvd, Los Angeles, CA 90026  
 7277 Valjean Ave, Van Nuys, CA 91406

##### 90-day Mandatory Storage/90-day Unattended Storage

507 Towne Ave, Los Angeles, CA 90013  
 538 San Pedro St, Los Angeles, CA 90013  
 1645 Corinth Ave. Los Angeles, CA 90025  
 1146 Glendale Blvd, Los Angeles, CA 90026  
 541 Stanford St, Los Angeles CA, 90013  
 452 N. San Fernando, Los Angeles, CA 9003  
 11050 Pendleton St, Sun Valley 93352  
 8820 Vanalden Ave, Northridge, CA 91324  
 1400 N Gaffey St. San Pedro, CA 90731  
 12000 Vista Del Mar, Playa Del Rey, CA 90293  
 11950 Lopez Canyon Rd. Sylmar, CA 91342  
 6000 W. Jefferson Blvd. Los Angeles, CA 90232

##### Public-Right-Of-Way

507 Towne Ave, Los Angeles, CA 90013  
 541 Stanford St, Los Angeles CA, 90013  
 11050 Pendleton St, Sun Valley 93352  
 8820 Vanalden Ave, Northridge, CA 91324  
 1400 N Gaffey St. San Pedro, CA 90731  
 12000 Vista Del Mar, Playa Del Rey, CA 90293  
 11950 Lopez Canyon Rd. Sylmar, CA 9134  
 6000 W. Jefferson Blvd. Los Angeles, CA 90232

##### Involuntary Storage

541 Stanford St, Los Angeles CA, 90013



# Los Angeles Homeless Services Authority

## Program Profile



**Project Site Information**  This program uses Motel Vouchers (Crisis Housing for Families Only)  All sites below have a completed inspection

Prime or Sub	Agency	Program Name	Program Component	Target Population A	Target Population B	Scattered Site	Address	City	Zip Code	<input type="checkbox"/> Beds <input type="checkbox"/> Units	Contracted to serve
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	507 Towne Ave.	Los Angeles	90013	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	452 N. San Fernando	Los Angeles	90031	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	11050 Pendleton St.	Sun Valley	91352	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	12000 Vista Del Mar	Playa Del Rey	90293	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	1400 N. Gaffey St.	Los Angeles	90731	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	8820 Vanalden Ave.	Northridge	91324	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	1146 Glendale Blvd	Los Angeles	90026	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	11950 Lopez Canyon Rd.	Sylmar	91342	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	541 Stanford St	Los Angeles	90013	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	1645 Corinth Ave.	Los Angeles	90025	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	6000 W. Jefferson Blvd	Los Angeles	90232	0	0
Primary	The Chrysalis Center	Public Storage (SPA 2, 4, 5, & 8)	Supportive Services O	SMF-Single Males ar		<input type="checkbox"/>	7277 Valjean Ave.	Van Nuys	91406	0	0
<b>Totals:</b>										0	0

**Exhibit A-1 (continued)**  
**Statement of Work**  
**Part 2: Scope of Required Services (SRS**  
**(Fiscal Year 2022 – 2023)**  
**(on next page)**

**Agreement Number:** 2021SSST01  
**Contractor Name:** The Chrysalis Center



## 2022-2023 Personal Property Storage Scope of Required Services (SRS)

This Scope of Required Services (SRS) contains a written summary of detailed information regarding the services that must be provided under this contract to eligible participants seeking services. This SRS, in combination with 2022-2023 LAHSA Program Standards, 2022-2023 LAHSA Facility Standards, and the Program Profile together, comprise the entire Statement of Work for the program.

### I. PERSONAL PROPERTY STORAGE OVERVIEW

The 7-Day Voluntary Storage provides a safe and secure facility for individuals experiencing homelessness to voluntarily store their personal property and offer a standardized process for participants to access those belongings as needed. The goal of the program is to improve the quality of life for participants by providing a place to safely and securely store and access their personal property, and to integrate storage facilities into a larger plan to provide long-term supportive housing and promote a healthier environment for individuals living on the street.

The 90-Day Mandatory Public Right-of-Way Storage provides for the operation and maintenance of a safe and secure facility to inventory and store personal property items collected as a result of cleaning performed in the public right-of-way by the City of Los Angeles's Department of Public Works, Bureau of Street Services (BSS), and/or Los Angeles Bureau of Sanitation. The goal of the program is to maintain clean and sanitary streets and public areas that are free of debris and human waste and are safely accessible for their intended use by the public; and to store and maintain unattended personal property items collected by BSS for up to ninety (90) days and release personal property items to individuals who have claimed ownership.

### II. DEFINITIONS

1. **Personal Property Storage Bin** – refers to the sixty (60) gallon containers to be used as a personal property storage unit.
2. **Unattended Property** – for the purposes of this program, unattended property refers to:
  - 2.1 Any property stored voluntarily in a personal storage bin at the facility for which the lease period has lapsed due to the participant not having completed a renewal within the required seven (7) daytime frames or any property collected as part of the Public Right-of-Way Storage program that has been logged by the facility.
3. **Pack-out** – refers to the event in which the contents of a leased storage bin are removed and transferred to the ninety (90) day storage area of the facility due to the participant's failure to comply with seven (7) day renewal requirements.
4. **Participant** – any individual who utilizes voluntary personal storage services.
5. **Storage Bin Renewal Event** – an event completed by a participant utilizing a personal storage bin at the facility by which the term of storage renews for an additional seven (7) days – there are two distinct Renewal Events:
  - 5.1 **Bin Pull** – a Bin pull refers to an instance where a participant comes into the facility and requests and receives access to their personal storage bin – this action results in an "Event of Renewal"

5.2 **Renewal Only** – a “renewal-only” refers to an instance in which a participant who has a storage bin at the facility enters the facility, presents their Bin ticket, or in the case of a lost bin ticket, presents the necessary identification to receive a new bin ticket, and requests the term be renewed, but does not request access to their storage bin (i.e. no bin pull occurs).

6. **Participant Voluntary Close-Out** – this refers to an instance when a participant/lessee of a storage bin on site requests the return of personal property stored in the bin and indicates they are no longer in need of the storage service.

### III. GENERAL OPERATION STANDARDS/SERVICE OBLIGATIONS

#### 7. **Safe and Secure Facility**

7.1 Contractor shall operate and maintain a safe and secure facility for individuals experiencing homelessness to voluntarily store their personal property. Contractor shall provide at least 1 security staff who will be on-site during all hours of program operation. This individual will be responsible for ensuring that personal belongings remain safeguarded, and that participants accessing storage bins during program hours are under security purview.

#### 8. **Clean Premises**

8.1 Contractor shall ensure that the premises are clean and maintained in good repair at all times.

#### 9. **Standardized Process**

9.1 Contractor shall offer a standardized process for participants to access those belongings as needed.

#### 10. **No Cost to Participants**

10.1 Participants experiencing homelessness may voluntarily store their belongings free of charge in Contractor’s secure storage facility.

#### 11. **Length of Service Utilization**

11.1 There is no limit on the length of time a participant may utilize personal storage services, so long as the participant complies with renewal requirements.

#### 12. **Location of Storage Bins**

12.1 Each storage bin will stay on the premises and not leave with participants experiencing homelessness.

#### 13. **Posting Hours of Operation**

13.1 Contractor shall ensure street view posting of hours of operation

#### 14. **Prohibited Items**

14.1 Participants are prohibited from storing the following items in their personal storage bin:

- 14.1.1 Food, liquids, waste, and /or perishable items
- 14.1.2 Illegal drugs and /or drug paraphernalia
- 14.1.3 Needles (unless disclosed and approved by staff)
- 14.1.4 Pets (alive or deceased)

- 14.1.5 Weapons or sharp objects (including any knives and /or sharp tools)
- 14.1.6 Recyclables
- 14.1.7 Wet Items
- 14.1.8 Organic material (anything living, including plants)
- 14.1.9 Any illegal items

15. **Efficient Process/Client Flow**

- 15.1 Contractor must design efficient line-up and client flow at the facility to allow for participants to access their storage bins easily and with minimal disruption to the surrounding areas.
- 15.2 Contractor must implement an efficient data management system with a user-friendly interface to efficiently manage and keep track of participants utilizing storage bins.

16. **Staging Area**

- 16.1 Contractor must provide a staging area for participants to access the property in their storage bin. The staging area must offer a reasonable level of privacy and security.

17. **Development of Policies and Procedures**

- 17.1 Contractor must develop written rules and procedures
- 17.2 Contractor must develop and distribute in writing to participants a list of prohibited items eligible for storage.
- 17.3 Contractor must develop and implement a “personal property storage bin” registration form

**IV. SERVICES AND ACTIVITIES – SEVEN (7) DAY VOLUJNTARY STORAGE AND 90 DAY MANDATORY STORAGE**

18. **Participant Access to Voluntary Storage Bin**

- 18.1 Contractor must store personal belongings of a participant registering for service for a period of no less than seven (7) days after the initial sign-up, and for seven (7) additional days following each renewal event.

19. **Unclaimed/Lapsed Pack-out activities /Unattended Property Storage**

- 19.1 If a participant utilizing storage bin fails to renew within seven (7) days, upon expiration of the seven (7) day voluntary storage period, the property within the storage bin will be deemed unattended and will be eligible to be “packed-out” by the Contractor.
- 19.2 When a pack-out occurs, all property within the storage bin is removed and the contents are moved to the ninety (90) day Mandatory storage area of the facility. The bin is eligible for use by another participant.
- 19.3 Contractor must maintain detailed records of such transfers including the date the transfer occurred and the date of expiration after the ninety (90) day mandatory storage period.
- 19.4 Personal property items shall be discarded by Contractor if they have remained unclaimed in mandatory storage for a period of ninety (90) days.
- 19.5 Contractor must develop procedures for disposing of belongings that go unclaimed for more than ninety (90) days.

**V. SERVICES AND ACTIVITIES- NINETY (90) DAY UNATTENDED PROPERTY/ PUBLIC RIGHT-OF-WAY STORAGE**

**20. Separation of 7-Day Voluntary and 90-Day Unattended Property/Public Right-of-Way Storage Areas**

20.1 Contractor shall provide space - separate from the seven (7) day Voluntary Storage area to safely and efficiently receive, inventory, and store personal property items collected as a result of cleaning performed in the public right-of-way by the city of Los Angeles’s Department of Public Works, Bureau of Street Services (BSS) and/or Los Angeles Bureau of Sanitation, as well as personal property items that have been “packed out” of the seven (7) day voluntary storage area due to participants’ failure to renew within seven (7) days.

**21. Inventory Records**

21.1 Contractor shall maintain accurate and complete records of all personal property items stored in the 90-day storage area, including the date stored and the expiration date of the ninety (90) day storage period.

**22. Release of Stored Property to Owner**

22.1 Contractor shall release personal property items stored as a result of the public right-of-way cleanings to individuals claiming ownership after reasonable efforts to ascertain ownership of the items has been made and the individuals have signed an affidavit stating ownership of the items.

**VI. REPORTING REQUIREMENTS**

23. Contractor must submit quarterly performance reports to LAHSA at [performance@lahsa.org](mailto:performance@lahsa.org) in accordance with the following schedule:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Report Submission due to LAHSA</b>
First	July 1-September 30	October 10
Second	October 1-December 31	January 10
Third	January 1-March 31	April 10
Fourth	April 1-June 30	July 10

24. At a minimum, Contractor will be expected to track and report on the following:

- Number of new patron registrations
- Number of check-ins (renewals and bin pulls)
- Number of check-outs
- Number of pack-outs
- Number of property claims
- Number of discards
- Bin occupancy and vacancy rates

**Exhibit B-1  
Conditions Precedent  
(on next page)**

**Agreement Number: 2021SSST01  
Contractor Name: The Chrysalis Center**

**Exhibit B**  
**Conditions Precedent**  
**As Applicable Based on Funding Agreement**

Prior to the execution of this Agreement, Contractor shall provide LAHSA with copies of the following documents. Forms for Attachments marked with \* are available at <https://www.lahsa.org/contracts>. Completed Attachment documents should be submitted to LAHSA, are identified by number, and shall be attached hereto (unless otherwise specified), and are incorporated herein by reference.

“EGMS” refers to LAHSA’s Enterprise Grants Management System.

General Conditions Precedent apply to all Agreements with LAHSA. Additional conditions precedent for Funders apply as identified below.

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- Attachment 1 - Certification of No Conflict of Interest\*
- Attachment 2 - Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions\*
- Attachment 3 - Certification of Compliance with Equal Benefits Ordinance\*
- Attachment 4 - LAHSA’s Authorization to Execute Agreements\*
- Attachment 5 - LAHSA’s Authorization to Sign Invoices\*
- Attachment 6 - Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance\*
- Attachment 7 - Contractor’s Articles of Incorporation
- Attachment 8 - Grounds for Rejection\*
- Attachment 9 - Contractor Employee Acknowledgement and Confidentiality Agreement\*
- Attachment 10 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement\*
- Attachment 11 - Employee Jury Service Program and Certification\*
- Attachment 12 - Charitable Contributions Certification\*
- Attachment 13 - Standardized Tuberculosis (“TB”) Guidelines\*
- Attachment 14 - Contractor’s Termination Policies and Procedures
- Attachment 15 - Contractor’s Grievance Policies and Procedures
- Attachment 16 - Federal Certification and Disclosure Regarding Lobbying\*
- Attachment 17 - Certification Regarding Compliance with the Americans with Disabilities Act\*
- Attachment 18 - Contractor’s Match Documentation
- Attachment 19 - Contractor’s Affirmative Action Plan
- Attachment 20 - Contractor’s Bylaws
- Attachment 21 - Contractor Responsibility Ordinance
- Attachment 22 - Certification Regarding Notice of Prohibition Against Retaliation\*



Attachment 23 - Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures  
Application for First Source Hiring Ordinance\*

Attachment 24 - Certification of Compliance with the Slavery Disclosure Ordinance\*

Attachment 25 - COVID-19 Vaccination Certification of Compliance

**\*These Attachment forms are located at the following Internet hyperlink:**  
<https://www.lahsa.org/contracts> for Contractor's completion and submission to LAHSA.

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A. General Conditions Precedent

1. Authorization for Direct Deposits – Automated Clearing House Credits. Contractor will upload its Authorization for Direct Deposits - Automated Clearing House Credits in EGMS prior to execution of the Agreement.
2. Certification of No Conflict of Interest, Attachment 1.
3. Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Order 12549, Attachment 2.
4. Certificate of Insurance containing coverage as specified in Section 47 of the Agreement, Insurance, unless otherwise required by Funder Terms & Conditions, Exhibit F. Contractor will upload proof of insurance via a certificate of insurance and endorsement in EGMS prior to execution of the Agreement.
5. Certification of Compliance with Equal Benefits Ordinance, Attachment.3
6. LAHSA's Authorization to Execute Agreements form, along with evidence of a corporate action ratifying such authority, Attachment 4.
7. LAHSA's Authorization to Sign Invoices form, Attachment 5. If there is a change in the names or titles of any authorized signatory listed in Attachment 5, Contractor will give written notice to LAHSA within five (5) business working days of said change, along with evidence of a corporate action ratifying said change.
8. Current list of Board of Directors, providing each member's name, position on the Board and contact information (including business address, telephone number(s), and email addresses. Contractor will upload Board of Directors information described in this section in EGMS prior to execution of the Agreement.
9. A Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the Los Angeles Homeless Services Authority, Attachment 6.
10. Copy of Adopted Code of Conduct. Contractor will upload its Code of Conduct in EGMS prior to execution of the Agreement.

11. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State, Attachment 7.
12. Grounds for Rejection, Attachment 8.
13. Contractor Employee Acknowledgement and Confidentiality Agreement, Attachment 9. Contractor shall save Attachment 9 in its files, as indicated in the Contractor Acknowledgement and Confidentiality Agreement.
14. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, Attachment 10. Contractor shall return the Contractor Non-Employee Acknowledgement and Confidentiality Agreement form if applicable.
15. Employee Jury Service Program and Certification, Attachment 11.
16. Charitable Contributions Certification, Attachment 12.
17. Standardized Tuberculosis ("TB") Guidelines, indicating Contractor's TB Liaison's contact information, Attachment 13.
18. Contractor's Termination Policies and Procedures, Attachment 14.
19. Contractor's Grievance Policies and Procedures, Attachment 15.
20. The Federal Certification and Disclosure Regarding Lobbying; Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93, Attachment 16.

B. Federal Conditions Precedent

If this Agreement is funded either in whole, or in part, by Federal Funds, the following Condition Precedent applies:

1. Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*, and its implementing regulations), as evidenced by the execution of a certification to this Agreement, Attachment 17.
2. Contractor's Match Documentation as required in Section 15 of the Agreement, Match Requirements, Attachment 18.

C. City Conditions Precedent

If this Agreement is funded either in whole, or in part, by funds from the City of Los Angeles (City Funds), the following Conditions Precedent also apply. Prior to the execution of this Agreement, Contractor shall submit to the LAHSA for approval in writing the documents listed below. During the Term of this Agreement, Contractor shall provide immediate updates to these documents to the LAHSA in the event that the information changes.

1. An Affirmative Action Plan, Attachment 19, in accordance with PSC-26, Exhibit F, City of Los Angeles Terms and Conditions.
2. Contractor's Bylaws (if any), and all amendments to those Bylaws, as adopted by Contractor's Board of Directors and properly attested, Attachment 20.
3. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required

of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended. If applicable, an exemption may be filed. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

4. An Internal Revenue Service taxpayer identification number, as disclosed in EGMS prior to execution of the Agreement.
5. The Contractor Responsibility Ordinance, if applicable, including the pledge and questionnaire in accordance with PSC – 31 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.40 *et seq.*, Attachment 21. The pledge and questionnaires can be found at the following links:  
Pledge: [https://bca.lacity.org/Uploads/cro/CRO\\_Pledge%20of%20Compliance\\_Fillable%20%281%29.PDF](https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF)  
Questionnaire for service  
<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>  
Questionnaire for construction  
<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>
6. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit F and in accordance with PSC – 28 on Exhibit F, City of Los Angeles Terms and Conditions, Attachment 22.
7. A Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures Application for First Source Hiring Ordinance in accordance with PSC – 34 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.8.3, Attachment 23.
8. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with PSC – 33 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.41, Attachment 24.
9. A Management Representation Statement fully executed in accordance with City's fiscal policies. Contractor will upload its Management Representation Statement in EGMS prior to execution of the Agreement.
10. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 on Exhibit F, City of Los Angeles Terms and Conditions. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

D. County Conditions Precedent

If this Agreement is funded either in whole, or in part, by funds from the County of Los Angeles (County Funds), the following Conditions Precedent also apply. Prior to the execution of this Agreement, Contractor, if not already submitted, shall submit to LAHSA for approval in writing the documents listed below. During the Term of this Agreement, Contractor shall provide immediate updates to these documents to the LAHSA in the event that the information changes.

1. A Certification of Compliance with the County's COVID-19 Mandatory Vaccination requirements for all Contractor personnel per Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) in accordance with Section 11 on Exhibit F, County of Los Angeles Terms & Conditions. If the Urgency Ordinance expires and is no longer in effect, during the term of the agreement, this condition shall not apply. Contractor will upload its COVID-19 Compliance Certification in EGMS prior to the execution of the agreement.

**Exhibit B-1, Conditions Precedent**  
**(Attachment 7, Contractor's Articles of Incorporation and all amendments; Attachment 20, Contractor's Bylaws; Attachment 21, Contractor Responsibility Ordinance, Attachment 22,; Attachment 23, Certification of Compliance with First Source Hiring Ordinance/Reasonable Measures; Application for Frist Source Hiring Ordinance; Attachment 24, Certification of Compliance with the Slavery Disclosure Ordinance; Attachment 25, COVID-19 Vaccination Compliance Certification)**  
**(on next page)**

**Agreement Number: 2021SSST01**  
**Contractor Name: The Chrysalis Center**

**Exhibit B, Attachment 7  
Contractor's Articles of Incorporation  
(Contractor, please provide)**



**State of California**  
**Secretary of State**

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 13 2006

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON  
Secretary of State

(X)PB( )REC( )MUC( )OC( )SL( )AG PPAY *shy*

1335466

**FILED**  
In the office of the Secretary of State  
of the State of California  
**MAR 29 1985**  
HARCH FONG EU, Secretary of State  
By *Carmelle M. Gray*  
Deputy

**ARTICLES OF INCORPORATION**

OF

**THE CHRYSALIS CLOTHING DISTRIBUTION CENTER CORPORATION**

I

The name of this corporation is The Chrysalis Clothing Distribution Center Corporation.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to distribute free clothing and other living supplies to the citizens of Los Angeles, Skid Row.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

John Dillion, 1015 West 23rd Street, Los Angeles, CA 90007


IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.

DATED: March 29, 1985

  
Signature of Incorporator

John J. Dillon, Jr.



NCTO:

THE CHRYSALIS CENTER

133546

A3236-5

FILED  
In the office of the Secretary of State  
of the State of California

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OCT 10 1986

March For Eve  
MARCH FOR EUE, Secretary of State

JOHN DILLON AND MARK ADAMS certify that:

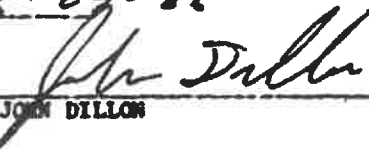
1. They are the president and the secretary, respectively, of THE CHRYSALIS CLOTHING DISTRIBUTION CENTER CORPORATION, a California Corporation.
2. Article I The name of this corporation is the Chrysalis Clothing Distribution Center Corporation, of the articles of incorporation of this corporation is amended to read as follows:  
The name of this corporation is:  
THE CHRYSALIS CENTER
3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.
4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of members.

  
JOHN DILLON, President

  
MARK ADAMS, Secretary

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed at Los Angeles on 8-29-86

  
JOHN DILLON

  
MARK ADAMS

A certificate of amendment may be signed by the President, Chairman of the Board or Vice-President AND the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer. The same two officers who sign the certificate of amendment must sign the declaration under penalty of perjury.

A336328

1335466 *nd*

CERTIFICATE OF AMENDMENT

FILED  
In the office of the Secretary of State  
of the State of California

OF

ARTICLES OF INCORPORATION

JUL 22 1987

*March Fong*  
MARCH FONG, EU, Secretary of State

JOHN DILLON AND MARK ADAMS certify that:

1. They are the President and the Secretary, respectively, of THE CHRYSALIS CENTER, a California non-profit corporation.
2. Article II, B. The general purpose of this corporation under the Articles of Incorporation is amended to read as follows:

This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, and may engage in any and all forms of charitable activity within the meaning of said section.

3. Article II, C. The specific purpose of this corporation under the Articles of Incorporation is hereby added to read as follows:

The specific purpose of this corporation is to provide assistance to the homeless, poor, unemployed, or underemployed in the Los Angeles area. This assistance includes but is not limited to providing food, clothing, employment counseling, and job placement services. In addition, this corporation may perform and engage in any lawful activity in furtherance of its specific purpose.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
5. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of members.

*John Dillon*  
\_\_\_\_\_  
JOHN DILLON, President

*Mark Adams*  
\_\_\_\_\_  
MARK ADAMS, Secretary

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed at LOS ANGELES CALIFORNIA JULY 9, 1987

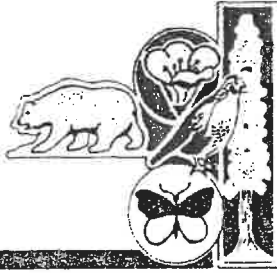
  
\_\_\_\_\_  
JOHN DILLON

  
\_\_\_\_\_  
MARK ADAMS

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A certificate of amendment may be signed by the President, Chairman of the Board or Vice-President AND the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer. The same two officers who sign the certificate of amendment must sign the declaration under penalty of perjury.





State  
of  
California  
OFFICE OF THE SECRETARY OF STATE

THE CHRYSALIS CENTER

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

MAR 31 1989



*March Fong Eu*

Secretary of State

RESTATED ARTICLES OF INCORPORATION

OF

THE CHRYSALIS CENTER

John Dillon and Hilmar Rosenast certify that:

1. They are the President and Secretary, respectively, of THE CHRYSALIS CENTER, a California nonprofit public benefit corporation.

2. The Corporation hereby restates the entire text of its Articles of Incorporation as amended to the date of this certificate.

3. The Articles of Incorporation of THE CHRYSALIS CENTER shall be amended to read as hereinafter set forth in full:

"I

The name of this corporation is The Chrysalis Center.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, and may engage in any and all forms of charitable activity within the meaning of said section.

C. The specific purpose of this corporation is to provide assistance to the homeless, poor, unemployed, or underemployed in the Los Angeles area. This assistance includes but is not limited to providing housing, food, clothing, employment counseling, and job placement services. In addition, this corporation may perform and engage in any lawful activity in furtherance of its specific purpose.

### III

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

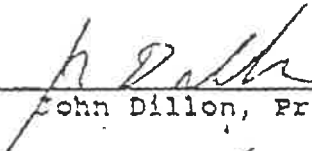
### IV


The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the

corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code."

4. The amendments and restatement herein provided for have been approved by the corporation's Board of Directors.


5. The amendments and restatement herein provided for have been approved by the required vote of the members.

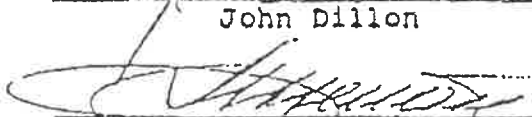
  
\_\_\_\_\_  
John Dillon, President

  
\_\_\_\_\_  
Hilmar Rosenast, Secretary

Each of the undersigned declare under penalty of perjury that the statements contained in the foregoing certificate are true and correct of their own knowledge.

Executed at Los Angeles, California on \_\_\_\_\_,  
1989.

  
\_\_\_\_\_  
John Dillon

  
\_\_\_\_\_  
Hilmar Rosenast

**Exhibit B, Attachment 19**  
**Contractor's Affirmative Action Plan**  
**(Contractor, please provide if applicable based on Funding Source)**



**Exhibit B, Attachment 20  
Contractor's Bylaws  
(Contractor, please provide if applicable based on Funding Source)**

**AMENDED AND RESTATED  
BYLAWS  
OF  
THE CHRYSALIS CENTER**

**ARTICLE 1**

**NAME**

The name of this Corporation is THE CHRYSALIS CENTER.

**ARTICLE 2**

**COMMUNITY BASED DEVELOPMENT ORGANIZATION**

This Corporation is a Community Based Development Organization (CBDO). The specific purpose of the Corporation is to provide community economic development services to the homeless, poor, unemployed and under employed in the greater Los Angeles area. Services are specifically designed to increase economic opportunities through job training and placement and other employment services, including, but not limited to, peer support programs, counseling, transportation and other similar services. Services are available and carried out in a geographic area that includes, but is not limited to, metropolitan Los Angeles and its surrounding neighborhoods; West Los Angeles; the East and West sections of the San Fernando Valley; East Los Angeles and South Los Angeles.

**ARTICLE 3**

**OFFICES**

**3.1 Principal Office.** The principal office for the transaction of the business of the Corporation is located at 516 Main Street, Los Angeles, California 90013. The Directors may change the principal office from one location to another. Any change of this location shall be noted by the Secretary on these Bylaws opposite this paragraph, or this paragraph may be amended to state the new location.

**3.2 Other Offices.** The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

## ARTICLE 4

### NONPARTISAN ACTIVITIES

This Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the purposes described in the Restated Articles of Incorporation (the "Articles of Incorporation") and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office. The Corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in the Articles of Incorporation.

## ARTICLE 5

### DEDICATION OF ASSETS

The properties and assets of this nonprofit Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any member or Director of this Corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to charitable purposes provided that the organization continues to be dedicated to the exempt purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

## ARTICLE 6

### MEMBERS

**6.1 Directors As The Only Members.** The Directors of this Corporation shall be its only members. Any action which would otherwise require a vote of members of a nonprofit Corporation shall require only a vote of the Directors. All rights which would otherwise vest in the members of a nonprofit Corporation shall vest in the Directors.

**6.2 Annual Meeting.** An annual meeting of Directors shall be held each January, or at such other date, time and place as determined by the Board of Directors ("annual meeting"), for the purpose of electing Directors and to transact any other proper business which may be brought before the meeting.

## ARTICLE 7

### DIRECTORS

#### 7.1 Powers.

(a) **General Corporate Powers.** Subject to the provisions of the California Nonprofit Corporation Law, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

(b) **Specific Powers.** Without prejudice to these general powers, and subject to the same limitations, the Directors shall have the power to:

(1) Select and remove the President/CEO of the Corporation; prescribe any powers and duties for such officer position that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix the President/CEO's compensation.

(2) Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or outside the State of California; and designate any place within or outside the State of California for the holding of any meeting or meetings including annual meetings.

(3) Adopt, make, and use a corporate seal and alter the form of the seal and certificate.

(4) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

7.2 **Number And Qualification Of Directors.** The authorized number of Directors shall be not less than five (5) nor more than fifty (50) as fixed by resolution of the Board of Directors from time to time. Directors need not be residents of the State of California. The authorized number of Directors as of the adoption of these Bylaws is thirty-one (31). A list of the individuals currently serving as Directors is set forth on Schedule A attached hereto, and the adoption of these Bylaws will serve as a resolution electing such Directors to a new term and as a ratification of the validity of their past service.

7.3 **Election And Term Of Office Of Directors.** Directors shall be elected at each annual meeting of the Directors, and shall be elected to a three-year term; provided, however, that if the Directors are not elected at any regular meeting, they may

be elected at any special meeting held for that purpose. Each Director, including a Director elected to fill a vacancy or elected at a special meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified (provided that no such term is to exceed six years without re-election), unless sooner displaced.

#### **7.4 Vacancies.**

**(a) Events Causing Vacancy.** A vacancy or vacancies in the Board of Directors shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director, (ii) the declaration by resolution of the Board of Directors of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under Sections 5230 et seq. of the California Nonprofit Corporation Law, (iii) the vote of the majority of members to remove a Director (at their sole and absolute discretion), (iv) the increase of the authorized number of Directors, or (5) the failure at any meeting at which any Director or Directors are to be elected, to elect the number of Directors to be elected at such meeting.

**(b) Resignations.** Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving notice to the Chair of the Board, the President/CEO, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

**(c) No Vacancy On Reduction Of Number Of Directors.** No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

**(d) Restriction On Interested Parties.** Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (i) any person being compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

**7.5 Place Of Meetings; Meetings By Telephone.** Annual meetings of the Board of Directors may be held at any place within or outside the State of California that

has been designated from time to time by resolution of the Board. In the absence of such designation, annual meetings shall be held at the principal executive office of the Corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice, or if there is no notice, at the principal executive office of the Corporation. Notwithstanding the above provisions of this Paragraph 7.5, an annual or special meeting of the Board of Directors may be held at any place consented to in writing by all the Board members, either before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting. Any meeting, annual or special, may be held or attended by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

## **7.6 Meetings.**

**(a) Authority To Call.** In addition to the annual meeting, special meetings of the Board of Directors for any purpose may be called at any time by the Chair of the Board, the President/CEO, the Vice Chair, the Secretary, the Treasurer, or any two (2) Directors.

### **(b) Notice.**

**(1) Manner Of Giving.** Notice of the time and place of annual and special meetings shall be given to each Director by one of the following methods: (A) by personal delivery of written notice; (B) by first-class mail, postage paid; (C) by telephone communication, either directly to the Director or to the person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (D) by electronic mail, facsimile or any other electronic communication permitted by Section 20 of the California Nonprofit Corporation Law. All such notices shall be given or sent to the Director's address, e-mail address or telephone or facsimile number as shown on the records of the Corporation.

**(2) Time Requirements.** Notices sent by first class mail shall be delivered to a mail carrier or reputable private delivery service at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or e-mail shall be delivered, telephoned, or sent at least forty-eight (48) hours before the time set for the meeting.

**(3) Notice Contents.** The notice shall state the time and place for the meeting. However, it need not specify the purpose of the meeting, or the place of the meeting, if it is to be held at the principal executive office of the Corporation.

**7.7 Quorum.** One-fifth (1/5) of the total number of Directors then in office shall be necessary to constitute a quorum for the transaction of business, except to adjourn as provided in Paragraph 7.9; provided that, notwithstanding the foregoing, in no event shall less than two (2) Directors constitute a quorum (unless there is only one Director). Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation Law, except those provisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) appointment of committees, and (c) indemnification of Directors, which in each case must be made by at least a majority of disinterested Directors then in office. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notwithstanding anything to the contrary in this Paragraph 7.7, the number of Directors necessary to constitute a quorum for a committee, or for an act or a decision of Directors present at a committee meeting to be regarded as the act of such committee, shall be as specifically set forth in Article 8 of these Bylaws.

**7.8 Waiver Of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**7.9 Adjournment.** A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

**7.10 Notice Of Adjournment.** Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case reasonable notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

**7.11 Action Without Meeting.** Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board (excluding any Directors required to abstain from voting due to a direct or indirect material financial interest), individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such written consents may be submitted via facsimile, electronic mail, or any other form of electronic communication permitted by Sections 5079 and 20 of the California Nonprofit Corporation Law.

**7.12 Fees And Compensation Of Directors.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be determined by resolution of the Board of Directors to be just and reasonable, so long as such compensation does not violate the provisions of Paragraph 7.4(d), and so long as such compensation will not constitute an "excess benefit transaction" within the meaning of Section 4958 of the Code.

## **ARTICLE 8**

### **COMMITTEES**

**8.1 Committees Of Directors.** The Board of Directors may, by resolution adopted by a majority of the Directors then in office, create one or more committees, each consisting of two (2) or more Directors. The Board of Directors may also appoint persons who are not Directors to any such committees; provided, however, that any persons who are not Directors shall not have any right to vote or otherwise exercise any authority with respect to the committees or the Company in their capacity as members of a committee, and shall serve solely in an advisory capacity. Appointments to and removals from committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Chairs of committees shall be appointed by the Chair of the Board with the consent of the Board of Directors; provided, that the Chair of the Board shall be the Chair of the Executive Committee. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) take any final action on matters which, under the California Nonprofit Corporation Law, also requires members' approval;
- (b) fill vacancies on the Board of Directors or in any committee;
- (c) fix compensation of the Directors for serving on the Board or on any committee;
- (d) amend or repeal Bylaws or adopt new Bylaws;
- (e) amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (f) appoint any committees of the Board of Directors or the members of such committees;
- (g) expend corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; and



(h) approve any transaction to which the Corporation is a party and in which one or more Directors have a material financial interest.

## **8.2 Meetings And Action Of Committees.**

(a) Unless otherwise specified, meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of these Bylaws, concerning meetings (or written actions) of Directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that (a) a majority of the members of a committee shall be necessary to constitute a quorum for the transaction of business, except to adjourn, (b) every act or decision done or made by a majority of the Directors present at a committee meeting duly held at which a quorum is present shall be regarded as the act of the committee, and (c) the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

(b) Any action required or permitted to be taken by a committee may be taken without a meeting, if all voting members of the committee (excluding any Directors required to abstain from voting due to a direct or indirect material financial interest), individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the committee. Such written consent or consents shall be filed with the minutes of the proceedings of the committee. Such written consents may be submitted via facsimile, electronic mail, or any other form of electronic communication permitted by Sections 5079 and 20 of the California Nonprofit Corporation Law.

**8.3 Standing Committees of the Board.** The Corporation shall have the following standing committees of the Board:

Executive  
Finance  
Audit

(a) **Executive Committee.** The Executive Committee shall consist of at least three (3) Directors. The Executive Committee shall include the Chair, the Vice Chair, the President/CEO, the Treasurer, the Secretary and the Chair of any other standing committee of the Board then in existence (except the Audit Committee). The Board of Directors hereby delegates to the Executive

Committee any and all of the powers and authority of the Board of Directors with respect to the business and affairs of this Corporation, except as set forth in Paragraph 8.1 hereof or as otherwise limited by Section 5212 of the California Nonprofit Corporation Law or any other applicable law; provided, that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors. A list of Directors and officers currently serving on the Executive Committee is set forth on Schedule B attached hereto, and the adoption of these Bylaws will serve as a resolution appointing such individuals to the Executive Committee and as ratification of the validity of their past service.

**(b) Finance Committee.** The Finance Committee shall consist of at least two (2) Directors. The Finance Committee shall include the Treasurer (who shall serve as chair of the Finance Committee), the Chair and the President/CEO. The Finance Committee shall be responsible for reviewing the financial operations of the Corporation and making recommendations pertaining thereto. A list of Directors currently serving on the Finance Committee is set forth on Schedule C attached hereto, and the adoption of these Bylaws will serve as a resolution appointing such individuals to the Finance Committee and as ratification of the validity of their past service.

**(c) Audit Committee.** The Audit Committee shall consist of at least two (2) Directors. Notwithstanding anything to the contrary, the Audit Committee may not include any individual who is a staff member of the Corporation or who is serving as the President/CEO, Treasurer, or Chief Financial Officer of the Corporation. The Audit Committee shall be responsible for making recommendations to the Board of Directors concerning the hiring or replacement of independent certified accountants to perform an annual audit of the Corporation's financial records as required by California Government Code Section 12586(e)(1). The Audit Committee must (a) confer with the auditor to confirm that the financial affairs of the Corporation are in order, (b) review the audit and decide whether to accept the audit on behalf of the Corporation, and (c) approve non-audit services by the independent certified public accountants and ensure that such services conform to standards in the Yellow Book issued by the U.S. Comptroller General. A list of Directors currently serving on the Audit Committee is set forth on Schedule D attached hereto, and the adoption of these Bylaws will serve as a resolution appointing such individuals to the Audit Committee and as ratification of the validity of their past service.

**8.4 Advisory Committees.** In addition to committees of Directors authorized pursuant to Paragraph 8.1, the Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more advisory committees. Each advisory committee shall consist of two (2) or more Directors, and any other individuals (who may or may not be Directors) as the Board may choose to appoint or remove, to serve at the pleasure of the Board. Advisory committees shall not have the authority of the Board, although the Board may adopt the recommendations of any such advisory committee pursuant to the provisions of ARTICLE 7. Individuals serving on

any committee who are not Directors may be granted honorary titles such as "Honorary Director" or "Emeritus Director"; provided that all references to Directors in these Bylaws shall not apply to such individuals.

## ARTICLE 9

### OFFICERS

**9.1 Officers.** The officers of the Corporation shall be a Chair of the Board, a President/CEO, a Vice Chair of the Board, a Secretary, a Chief Financial Officer and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, one or more Assistant Secretaries, and one or more Assistant Treasurers, each of which shall be appointed by and shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Subject to the rights, if any, under any contract of employment, any officer appointed pursuant to this Paragraph 9.1 may be removed, with or without cause, by majority vote of the Directors then in office, at any regular or special meeting of the Board. In addition to the officers listed above, the Corporation may also have such other officers or agents as may be appointed by the President/CEO in order to conduct the business of the Corporation. Any number of offices may be held by the same person, except that (i) neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President/CEO or the Chair of the Board and (ii) the President/CEO may not serve concurrently as the Chair of the Board. The salary of the President/CEO shall be fixed by the Board of Directors in compliance with Paragraph 9.5.

**9.2 Ratification.** A list of individuals currently serving as officers of the Corporation and their positions is set forth on Schedule E attached hereto, and the adoption of these Bylaws will serve as ratification of the validity of their appointment and service.

**9.3 Resignation Of Officers.** Any officer may resign at any time by giving notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

**9.4 Vacancies In Offices.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that office.

**9.5 Fees And Compensation Of Officers.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, officers may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be determined to be just and reasonable, and so long as such compensation will not constitute an "excess benefit transaction" within the meaning of Section 4958 of the Code.

**9.6 Endorsement and Contracting Authority Of Officers.** Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the President/CEO or any officer of the Corporation, shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may also be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no other agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

**9.7 Responsibilities Of Officers.**

**(a) Chair of the Board.** The Chair of the Board must be a Director of the Corporation and shall serve as Chair of the Executive Committee. The Chair of the Board shall preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board of Directors or prescribed by the Bylaws. The Chair of the Board shall not in any way manage, operate, or control the Corporation, except in his or her capacity as a Director.

**(b) Vice Chair of the Board.** The Vice Chair of the Board must be a Director of the Corporation and shall serve on the Executive Committee. In the absence or disability of the Chair of the Board, the Vice Chair of the Board shall perform all the duties of the Chair of the Board and, when so acting, shall have all the powers of, and shall be subject to all the restrictions upon, the Chair of the Board. The Vice Chair of the Board shall not in any way manage, operate, or control the Corporation, except in his or her capacity as a Director.

**(c) President/CEO.** The President/CEO must be a Director of the Corporation and shall serve on the Executive Committee. The President/CEO shall also be known as the President or the Chief Executive Officer of the Corporation. Subject to such supervisory powers as may be given by the Board of Directors to the Chair of the Board, if any, the President/CEO shall, subject to the control of the Board of Directors, generally supervise, direct and control the business and the officers of the Corporation and shall exercise the general powers and duties of management typically vested in the chief executive officer of a corporation. He or she shall preside at all meetings of the Directors in the absence of the Chair of the Board and the Vice Chair of the Board, or if no Chair of the Board has been elected. He or she shall have such other powers and

duties as may be prescribed by the Board of Directors or the Bylaws. The President/CEO may from time to time delegate such powers and authorities to other officers as he or she may see fit.

(d) **Secretary**. The Secretary must be a Director of the Corporation and shall serve on the Executive Committee. The Secretary shall attend to the following:

(1) **Book Of Minutes**. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding, whether annual or special, and, if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings.

(2) **Notices, Seal And Other Duties**. The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors required by the Bylaws to be given. He or she shall keep the seal of the Corporation in safe custody. He or she shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(e) **Chief Financial Officer**. The Chief Financial Officer shall attend to the following:

(1) **Books Of Account**. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(2) **Deposit And Disbursement Of Money And Valuables**. The Chief Financial Officer shall deposit or cause to be deposited all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse or cause to be disbursed the funds of the Corporation as may be ordered by the Board of Directors, the President/CEO or their designees; shall render or cause to be rendered to the President/CEO and Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(f) **Treasurer.** The Treasurer must be a Director of the Corporation and shall serve on the Executive Committee. The Treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors.

## ARTICLE 10

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS**

**10.1 Definitions.** For the purposes of this Article:

(a) "**Agent**" shall mean any person who is or was a Director, officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a Director, officer, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust, or other enterprise;

(b) "**Proceeding**" shall mean any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and

(c) "**Expenses**" shall include, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

**10.2 Successful Defense By Agent.** To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Paragraphs 10.3 through 10.5 shall determine whether the agent is entitled to indemnification.

**10.3 Actions Brought By Persons Other Than The Corporation.** Subject to the required findings to be made pursuant to Paragraph 10.5, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Corporation, or by an officer, Director or person granted relator status by the Attorney General, or by the Attorney General on the ground that the defendant Director was or is engaging in self-dealing within the meaning of Section 5233 of the California Nonprofit Corporation Law, or by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of this Corporation, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

#### **10.4 Action Brought By Or On Behalf Of The Corporation.**

(a) **Claims Settled Out Of Court.** If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceedings.

(b) **Claims And Suits Awarded Against Agent.** This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of this Corporation by reason of the fact that the person is or was an agent of this Corporation, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(1) The determination of good faith conduct required by Paragraph 10.5 must be made in the manner provided for in that paragraph; and

(2) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

**10.5 Determination Of Agent's Good Faith Conduct.** The indemnification granted to an agent in Paragraphs 10.1 through 10.4 is conditioned on the following:

(a) **Required Standard Of Conduct.** The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) **Manner Of Determination Of Good Faith Conduct.** The determination that the agent did act in a manner complying with Paragraph 10.5(a) shall be made by:

(1) the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(2) the court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney, or other person is opposed by this Corporation.

**10.6 Limitations.** No indemnification or advance shall be made under this Article, except as provided in Paragraphs 10.2 or 10.4(b)(2), in any circumstances when it appears:

(a) That the indemnification or advance would be inconsistent with a provision of the articles, a resolution of the members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**10.7 Advance Of Expenses.** Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

**10.8 Contractual Rights Of Non-Directors And Non-Officers.** Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

**10.9 Insurance.** The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this paragraph except as otherwise provided by law.

**10.10 Fiduciaries Of Corporate Employee Benefit Plan.** This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the Corporation as defined in Paragraph 10.1 of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.



## ARTICLE 11

### RECORDS AND REPORTS

**11.1 Maintenance And Inspection Of Articles And Bylaws.** The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the principal executive office of the Corporation is outside the State of California and the Corporation has no principal business office in this state, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the Articles and Bylaws as amended to date.

**11.2 Maintenance And Inspection Of Other Corporate Records.** The accounting books, records, and minutes of proceedings of the Board of Directors and any committee(s) of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed or printed form.

**11.3 Inspection By Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary Corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

**11.4 Annual Report.** The Corporation shall provide to the Directors within one hundred twenty (120) days after the close of its fiscal year, a report containing the following information in reasonable detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

**11.5 Annual Audit.** The Corporation shall have an annual audit performed by an independent certified accounting firm. The Audit Committee shall annually recommend to the Board of Directors for its approval the Corporation's external

auditors. The Audit Committee shall review and pre-approve the scope of the audit, the associated fees, and the proposed audit plan. The Chair of the Audit Committee shall sign the engagement letter which shall be addressed to the Audit Committee. The Audit Committee shall also pre-approve all non-audit related services performed by the external auditors, if any. The external auditors shall report to the Audit Committee. The Audit Committee shall review the report of the external auditors with the Board of Directors and recommend any necessary or appropriate action, including any audit procedures it believes should be established or changed.

## **ARTICLE 12**

### **CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the Corporation and a natural person.

## **ARTICLE 13**

### **AMENDMENTS**


These Amended and Restated Bylaws amend, restate, supersede and replace in its entirety the prior Bylaws of the Corporation, and have been approved by the Directors in accordance with the terms of the prior Bylaws and all applicable California Nonprofit Corporation laws. New Bylaws may be adopted or these Bylaws may be amended or repealed by approval of the Board of Directors.

CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify:

1. That I am the duly elected, qualified, and acting Secretary of The Chrysalis Center, a California nonprofit corporation; and
2. That the foregoing Bylaws of said corporation were duly adopted as the Bylaws thereof by consent of the Directors of said corporation by unanimous written consent, and that the same do now constitute the Bylaws of said Corporation.

Executed this 13<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
Timothy Dubois - Secretary

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**THE CHRYSALIS CENTER**

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**Exhibit B, Attachment 21  
Contractor Responsibility Ordinance  
(Contractor, please provide if applicable based on Funding Source and if applicable to your  
Agreement)**

**Pledge**

([https://bca.lacity.org/Uploads/cro/CRO\\_Pledge%20of%20Compliance\\_Fillable%20%281%29.PDF](https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF))

**Questionnaire for Service**

<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>;

**Questionnaire for construction**

<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.


The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

The Chrysalis Center, 522 S. Main St., Los Angeles, CA 90013, (213) 806-6300

Company Name, Address and Phone Number



7/13/2022

Signature of Officer or Authorized Representative

Date

Mark Loranger, President & CEO

Print Name and Title of Officer or Authorized Representative

Los Angeles Homeless Services Authority

2021SSST01

Awarding City Department

Contract Number



**Exhibit B, Attachment 22**  
**Certification Regarding Notice of Prohibition Against Retaliation**  
**(Contractor, please provide if applicable based on Funding Source)**

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

**ATTACHMENT 22**  
**CERTIFICATION REGARDING**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

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

An employer subject to the Living Wage Ordinance 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 [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(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 City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES**  
**Department of Public Works**  
**Bureau of Contract Administration**  
**Office of Contract Compliance**  
**1149 S. Broadway Street, Suite 300**  
**Los Angeles, CA 90015**  
**Phone: (213) 847-2625 — Fax: (213) 847-2777**

Rev. 08/08

AGREEMENT NUMBER: 2021SSST01

CONTRACTOR/BORROWER/AGENCY The Chrysalis Center

Mark Loranger, President & CEO

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

7/13/2022

DATE

**Exhibit B, Attachment 23**  
**Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures**  
**Application for First Source Hiring Ordinance**  
**(Contractor, please provide if applicable based on Funding Source)**

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

**FIRST SOURCE HIRING ORDINANCE (FSHO)****FORM: FSHO-X****Departmental Application for Exemption****CITY OF LOS ANGELES**

*Awarding Departments: Please fill and submit this form to Attn: EEOE, VIA FAX at (213) 847-2777 or SCAN/EMAIL to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org) for review and approval.*

**SECTION I. AWARDING DEPARTMENT/BID INFORMATION**

Dept: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone#: \_\_\_\_\_ Email: \_\_\_\_\_  
 Project Title (as listed in bid): \_\_\_\_\_ ID# \_\_\_\_\_

**SECTION II. CONTRACTOR INFORMATION**

Name of Contractor: \_\_\_\_\_ Contractor Phone#: \_\_\_\_\_  
 Designated Contractor Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Federal ID (FEIN)#: \_\_\_\_\_

**SECTION III. EXEMPTION INFORMATION**

*I am applying for this type of exemption (please use the same description you checked off on FSHO-D) then continue to Section IV.*

Description

**SECTION IV. EXPLANATION FOR EXEMPTION REQUEST**

*Please provide a detailed explanation of why this contract should be exempt from the FSHO. Attach additional sheets if necessary, then continue to Section V. You may also attach an Interdepartmental Memo in lieu of filling Section IV. BCA may require additional documentation to supplement this form.*

**SECTION V. SIGNATURE AND SUBMIT**

*Submit this request for exemption and all supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC). The OCC will make a determination within seven (7) working days of receipt of a request for exemption and all supporting documentation.*

Department Contact Signature \_\_\_\_\_ Date \_\_\_\_\_

*An approved exemption is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.*

**SECTION VI. BCA INFORMATION**

NOT APPROVED (see attached memorandum for explanation).

APPROVED based on Code Sections:

OCC Analyst Signature \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit B, Attachment 24**  
**Certification of Compliance with the Slavery Disclosure Ordinance**  
**(Contractor, please provide if applicable based on Funding Source)**

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP ([www.rampla.org](http://www.rampla.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

1. I, Michael Graff-Weisner am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>6092</u>		<u>95-3972624</u>	
RAMP Id		EIN/TIN	
<u>Chrysalis</u>	Company Name		
<u>522 S. Main St.</u>	<u>Los Angeles</u>	<u>CA</u>	<u>90013</u>
Street Address	City	State	Zip
<u>2138066341</u>	<u>michaelgw@changelives.org</u>		
Phone	Email		

3. The company came into existence in 1984 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

## TERMS OF ACCEPTANCE AND SIGNATURE:

I, Michael Graff-Weisner, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

### Electronic Signature:\*

Michael Graff-Weisner

6/30/2022, 5:04 PM

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the

state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)



**Exhibit B, Attachment 25**  
**COVID-19 Vaccination Certification of Compliance**  
**(Contractor, please provide if applicable based on Funding Source)**  
Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Mark Loranger, on behalf of The Chrysalis Center, (the  
"Contractor"), certify that on County Contract 2021SSST01 [ENTER  
CONTRACT NUMBER AND NAME]:

All Contractor Personnel on this Contract are fully vaccinated as required by the  
Ordinance.

Most Contractor Personnel on this Contract are fully vaccinated as required by the  
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious  
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the  
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their  
work week under the County Contract, unless the contracting County department requires  
otherwise. The Contractor Personnel who have been granted a valid medical or religious  
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
I have authority to bind the Contractor, and have reviewed the requirements above and  
further certify that I will comply with said requirements.

  
Signature

7/13/2022  
Date

President & CEO  
Title

The Chrysalis Center  
Company/Contractor Name

**Exhibit C-1  
Program Budget and Services  
(Fiscal Year 2022 – 2023)  
(on next page)**

**Appendix 1 – Subrecipient Advance, Administration Rate, Indirect Cost Rate Table, is located at <https://www.lahsa.org/contracts>, and as may be updated from time to time in EGMS, and is incorporated herein by reference.**

**Agreement Number: 2021SSST01  
Contractor Name: The Chrysalis Center**



**Los Angeles**  
**HOMELESS SERVICES AUTHORITY**  
 Working Together to End Homelessness in Los Angeles

<b>BUDGET</b>				
Contractor Name	End Homelessness California dba Shower of Hope	Contract Number	2021SSST01	
Program	The Chrysalis Center	Contract Amount	\$	3,348,906
Contract Term	7/1/22 - 6/30/23	Date		7/14/2022
<b>DELIVERABLES DESCRIPTION</b>				<b>TOTAL COST</b>
Funding source: City General Funds				
The Chrysalis Center				\$ 3,259,816.00
Funding source: City HHAP				
The Chrysalis Center				\$ 89,090.00
<b>Total Budget</b>			\$	<b>3,348,906</b>



# Los Angeles HOMELESS SERVICES AUTHORITY

Working Together to End Homelessness in Los Angeles

Contractor Name: **End Homelessness California dba Shower of Hope**

Contract Number: **202155ST01**

Program:

Contract Amount: \$ **3,348,906**

Contract Term: **7/1/2021-6/30/2022**

DATE **7/17/2022**

MAILING  
INFO

BILL TO **LAHSA**  
707 Wilshire Blvd.  
Attn: Finance Department, Admin.  
Los Angeles, CA 90017  
Phone: (213) 683-3333

DESCRIPTION	Budget		Prior Period Expenses	Current Expenses	Total Expenses		Budget Balance	
	A	B			C	B+C	A-(B+C)	
Funding source: City General Funds The Chrysalis Center	\$ 3,259,816.00				\$ -	\$ -	\$ -	3,259,816.00
Funding source: City HHAP The Chrysalis Center	\$ 89,090.00				\$ -	\$ -	\$ -	89,090.00
					\$ -	\$ -	\$ -	
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<b>TOTAL</b>	\$ <b>3,348,906.00</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>3,348,906</b>

OTHER COMMENTS

Make all checks payable to:

Prepared by:  
Phone:  
Email:

\*\*\*For LAHSA approval only\*\*\*

Approved by:  
Date approved:

**Exhibit F-1**  
**Funder Terms and Conditions**  
**City of Los Angeles General Terms and Conditions**  
**Homeless Housing, Assistance and Prevention Program (HHAP) Terms and Conditions**  
**(on next page)**

**Agreement Number:** 2021SSST01  
**Contractor Name:** The Chrysalis Center

**CITY OF LOS ANGELES TERMS AND CONDITIONS**

**RECITALS**

**WHEREAS**, the City of Los Angeles (City) designated the Los Angeles City Housing and Community Investment Department (“HCIDLA”) to provide for the proper planning, coordination, direction and management oversight of the City’s homeless programs as described in the City’s grant agreement(s) with the Grantor and certain projects funded by the City;

**WHEREAS**, HCID cooperates with LAHSA in carrying out certain functions and programs and executed an agreement, dated October 22, 2020, as authorized by the City Council and the Mayor (refer to Council File Number 20-0841 approved September 9, 2020 and September 18, 2020, respectively; Council File 20-0687 approved September 2, 2020 and September 9, 2020, respectively), that authorized the General Manager of HCID to prepare and execute a funding agreement as specified in Exhibit C, Program Budget and Services;

**WHEREAS**, LAHSA wishes to grant Contractor funds with funding from the City of Los Angeles as specified in Exhibit C, Program Budget and Services;

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Attachment 1 - Insurance Requirements for City of Los Angeles\*

**\*This exhibit is located at the following Internet hyperlink: <https://www.lahsa.org/contracts> and incorporated herein by reference.**

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## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. 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 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.

### **PSC-2. 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 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. 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 Contractor. In any action arising out of this Contract, 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.

### **PSC-3. 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 Contractor by the person or persons authorized to bind 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 City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

### **PSC-4. 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 PSC-5 hereof.

### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

### **PSC-6. 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 Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, 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 Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier. In the event Contractor's delay or failure to perform arises out of a Force Majeure Event, 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.

#### **PSC-7. 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.

#### **PSC-8. Suspension**

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

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

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

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

1. Except as provided in PSC-6, if 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, City may give Contractor period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Contractor an opportunity to provide City with a plan to cure the written notice of the default. City's default notice will indicate whether the default may be cured and the time default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the period allowed by City, then City may terminate this Contract due to Contractor's breach of this Contract.

2. If the default under this Contract is due to Contractor's failure to maintain the insurance required under this Contract, 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. Contractor shall not recommence performance until Contractor is fully insured and in compliance with City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

4. If engages in any dishonest conduct related to the performance or administration of this Contract Contractor or violates City's laws, regulations or policies relating to lobbying, including violation of the City's Lobbying Ordinance, then City may immediately terminate this Contract. See Conditions Precedent, Exhibit B.

#### 5. Acts of Moral Turpitude

a. Contractor shall immediately notify City if 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 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, City may immediately terminate this Contract.

c. If Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Contractor an opportunity to present evidence of 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 Contractor.

6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that 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 PSC-9(A) Termination for Convenience.

8. The rights and remedies of 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, 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.

**PSC-10. Independent Contractor**

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

**PSC-11. Contractor's Personnel**

Unless otherwise approved by City, Contractor shall use its own employees to perform the services described in this Contract. City has the right to review and approve any personnel who are assigned to work under this Contract. Contractor shall remove personnel from performing work under this Contract if requested to do so by City. Contractor shall not use Subcontractors to assist in performance of this Contract without the prior written approval of City. If City permits the use of Subcontractors, Contractor shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. City has the right to approve Contractor's Subcontractors, and City reserves the right to request replacement of any Subcontractor. City does not have any obligation to pay Contractor Subcontractors, and nothing herein creates any privity of contract between City and any Subcontractor.

**PSC-12. Assignment and Delegation**

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

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

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

**PSC-16. Retention of Records, Audit and Reports**

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 City. These records shall

be retained for a period of no less than three years from the later of the following: (1) final payment made by City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized City personnel or City's representatives at any time. Contractor shall provide any reports requested by City regarding performance of this Contract. Any subcontract entered into by 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, Contractor may, upon City's written approval, submit the required information to City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by 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.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless 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 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 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 Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law Contractor under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

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

#### **PSC-20. Intellectual Property Warranty**

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.

#### **PSC-21. 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 Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of City for its use in any manner City deems appropriate. Contractor hereby assigns to 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. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein. 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 City irreparable harm. 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 City from seeking or obtaining any other relief to which City may be entitled. For all Work Products delivered to City that are not originated or prepared by Contractor or its Subcontractors under this Contract, Contractor shall secure a grant, at no cost to City, for a non-exclusive perpetual license to use such Work Products for any City purposes. Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City. Any subcontract entered into by Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that City's ownership and license rights of all Work Products are preserved and protected as intended herein.

#### **PSC-22. Data Protection**

A. Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of Contractor 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. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.

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

#### **PSC-23. Insurance**

During the term of this Contract and without limiting Contractor's obligation to indemnify, hold harmless and defend City, 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 Attachment 1 hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements ([https://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf)); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

Contractor shall comply with all Insurance Contractual Requirements shown in the Agreement and Attachment 1 to these City of Los Angeles Terms & Conditions, Exhibit F. Also see Conditions Precedent, Exhibit B.

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

**PSC-26. 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. See Conditions Precedent, Exhibit B.

A. 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 City. In performing this Contract, Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

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, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of 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 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 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 Contractor for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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



**PSC-29. Service Contractor Worker Retention Ordinance**

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 Contractor for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

Contractor represents and certifies that:

- A. 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. 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. Contractor shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law. Contractor understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time. See Conditions Precedent, Exhibit B.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, 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. 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. Contractor shall perform subcontractor outreach activities through BAVN. Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of CITY.

**PSC-33. Slavery Disclosure Ordinance**

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 Contractor for work to be performed under this Contract must include an identical provision. See Conditions Precedent, Exhibit B.

**PSC-34. First Source Hiring Ordinance**

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 Contractor for work to be performed under this Contract must include an identical provision. See Conditions Precedent, Exhibit B.

**PSC-35. Local Business Preference Ordinance**

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 Contractor for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with 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," See Conditions Precedent, Exhibit B.

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected City office, Contractor, Contractor's principals, and 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 CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the Contractor and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

**PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications**

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 Contractor for work to be performed under this Contract must include an identical provision.

**PSC-39. 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 City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless 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. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of the appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for the services, purchases or expenses. Contractor shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

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

**PSC-41. Compliance with California Public Resources 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, 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 City. Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at 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.

**PSC-42. Possessory Interests**

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

**PSC-43. Confidentiality**

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

**PSC – 44. Disclosure of Border Wall Contracting Ordinance**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' 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 LAAC Section 10.50.1.

**PSC – 45. 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.

**PSC – 46. 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.

**PSC – 47. Work Not in Scope of Services**

Contractor shall immediately notify HCID 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.

**PSC - 48. Shelter and Housing Habitability**

Contractor shall comply with the following operational and habitability standards:

A. Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state and local government for safety, sanitation, and privacy standards, as applicable. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

1. Structure and Materials. The shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.
2. Access. Contractor shall comply with §504 of the Rehabilitation Act (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8; Fair Housing Act (42 U.S.C. §3601, et. Seq.), and implementing regulations at 24 C.F.R. Part 35, where applicable.
3. Space and Security. Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for their person and their belongings. Each room or space must have at least one bedroom or living/sleeping room for every two (2) persons. If there are children of opposite sex, other than very young children, they may not be required to occupy the same room or space. Should the number of program participants change during their time in the program, Contractor may relocate them to a more appropriately sized room or space in compliance with 24 C.F.R. § 578.75(c)(1)(2).

4. Interior Air Quality. Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that may threaten or harm the health of residents.
  5. Water Supply. The shelter or housing structure's water supply must be free of contaminants.
  6. Sanitary Facilities. Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.
  7. Thermal Environment. The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.
  8. Illumination and Electricity. The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.
  9. Food Preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  10. Sanitary Condition. The shelter or housing structure and any equipment must be maintained in a sanitary condition.
  11. Fire Safety. There must be at least one working smoke detector in each occupied unit of the sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.
- B. Operational Standards Habitability Standards for Emergency Shelters, Transitional Housing and Permanent Housing in compliance with 24 C.F.R. § 578.75(b)(1)(2).

**PSC - 49 Inventions, Patents and Copyrights**

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights,

- A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to LAHSA. LAHSA shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between LAHSA and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 et seq. (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

**B. Rights to Use Inventions**

LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

**C. Copyright Policy**

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or LAHSA, at LAHSA's discretion, may copyright the Material. If LAHSA declines to copyright the Material, LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

**D. Rights to Data**

1. The Grantor and LAHSA shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

**E. Intellectual Property Provisions for California Sub-Grants – IF APPLICABLE**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, LAHSA may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where LAHSA has agreed in a signed writing to accept a license, LAHSA shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.

3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of LAHSA's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of LAHSA's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of LAHSA. Except as otherwise set forth herein, neither Contractor nor LAHSA shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to LAHSA, Contractor agrees to abide by all license and confidentiality restrictions applicable to LAHSA in the third-party's license agreement.

5. Contractor agrees to cooperate with LAHSA in establishing or maintaining LAHSA's exclusive rights in the Intellectual Property, and in assuring LAHSA's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to LAHSA all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or LAHSA and which result directly indirectly from this Agreement or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.

7. Contractor further agrees to assist and cooperate with LAHSA in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce LAHSA's Intellectual Property rights and interests.

#### G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to LAHSA, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of LAHSA or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

#### H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to LAHSA to any work product made, conceived, derived from or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement.



2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from LAHSA.

I. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to LAHSA a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to LAHSA, without additional compensation, all its rights, title and interest in and to such inventions and to assist LAHSA in securing United States and foreign patents with respect thereto.

J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining LAHSA's prior written approval; and (ii) granting to or obtaining for LAHSA's, without additional compensation, a license, as described in Section G above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and LAHSA determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to LAHSA.

K. Warranties

1. Contractor represents and warrants that:

a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to LAHSA in this Agreement.

e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.

f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. LAHSA makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless LAHSA and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of LAHSA's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. LAHSA reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against LAHSA.

2. Should any Intellectual Property licensed by the Contractor to LAHSA under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve LAHSA's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to LAHSA. LAHSA shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for LAHSA to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, LAHSA may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate LAHSA for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges LAHSA would suffer irreparable harm in the event of such breach and agrees LAHSA shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

## **PSC - 50 Subcontract and Procurement**

### **A. SUBCONTRACTS**

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.
2. Subcontracts entered into in the performance of this Agreement shall:
  - a. Be subject to the terms and conditions set forth in this Agreement. LAHSA may require incorporation of the applicable provisions in a written agreement.
  - b. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
  - c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to LAHSA for approval prior to execution.
4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to LAHSA upon written request.
5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.
6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

### **B. PROCUREMENT PROCEDURES**

1. It is the policy of the City of Los Angeles (City) and LAHSA to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include LAHSA mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
  - a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
  - b. Responsibilities:
    - (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
      - (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

(b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify LAHSA and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing <https://www.sam.gov/SAM/>. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

- i. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
- ii. Develop a standard worksheet or check-list for determining responsiveness of each proposal;
- iii. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
- iv. Prepare an analysis of costs to verify allowability and to determine reasonableness;
- v. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
- vi. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
- vii. Identify policy and process by which selection of awardee(s) will be made; and
- viii. Provide an opportunity for bidders to appeal staff recommendations.

Items i-iii should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from LAHSA for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles, or LAHSA has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future LAHSA funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

- (i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
- (ii) Procure or obtain, extend or renew a contract to procure or obtain;
- (iii) Enter into a contract (or extend or renew a contract) to procure; or
- (iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, LAHSA/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) LAHSA/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

(4) Any or all bids may be rejected when it is in LAHSA/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

- (a) Has a history of unsatisfactory performance;
- (b) Is not financially stable;
- (c) Has a management system that does not meet the management standards set forth in this part; or
- (d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If LAHSA/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

- (a) Use of reimbursements rather than advances or payment upon completion of the project;
- (b) Requiring additional and/or more detailed financial or performance reports;
- (c) Additional monitoring;
- (d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
- (e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If LAHSA/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

- (a) The nature of the funding restriction(s);
  - (b) The reason(s) for imposing them;
  - (c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
  - (d) The method of requesting reconsideration of the restrictions imposed; and
  - (e) Additional prior approvals.
- f. City Code of Conduct or LAHSA Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §5045 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to LAHSA evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.



(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
\$10,001 to \$250,000	3 written bids received**

\*\*Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over \$250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

- (v) Any or all bids may be rejected if there is a sound documented reason.
- (vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.
- (d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

- (i) All contracts must contain at a minimum the following provisions:
  - i. Specific deliverables and the basis for payment;
  - ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

- iii. Provisions that describe remedies for breach;
- iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
- v. Provisions for termination for cause and convenience;
- vi. Access to records for audit purposes;
- vii. Audit requirements;
- viii. Provisions for payment and delivery;
- ix. Provisions describing contract amendment procedures;
- x. Provisions against assignment;
- xi. Provisions for equal opportunity and non-discrimination;
- xii. Provisions prohibiting conflicts of interest.

(g) Competition

(1) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated companies;
- (iv) Noncompetitive contracts to consultants that are on retainer contracts;
- (v) Organizational conflicts of interest;
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

(2) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

LAHSA and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

**Exhibit F, City of Los Angeles Terms & Conditions  
Attachment 1  
Insurance Requirements for City of Los Angeles  
Located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>**

**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM  
(HHAP 1, HHAP 2 and HHAP 3)  
TERMS AND CONDITIONS**

**WHEREAS**, the State of California, has established the Homeless Housing, Assistance and Prevention Program (HHAP Program Grant) pursuant to Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety code. The HHAP/Program/Grant is administered by the California Homeless Coordinating and Financing Council (Council) in the Business, Consumer Services and Housing Agency (the Agency). HHAP provides one-time flexible block grant funds to continuums of care, large cities (populations of 300,000+) and counties as defined.

**WHEREAS**, The Los Angeles Homeless Services Authority (LAHSA) responded/applied/was successful in its application to the first HHAP Notice of Funding Availability (HHAP 1) released on December 6, 2019 and LAHSA was awarded Grant Number 20-HHAP-00100, executed between the Agency and LAHSA on April 30, 2020, as amended by a Change Request 1 dated September 23, 2021 as specified in Exhibit C, Program Budget and Services.

**WHEREAS**, LAHSA responded/applied/was successful in its application to the second HHAP Notice of Funding Availability (HHAP 2) released on November 13, 2020 and LAHSA was awarded Grant Number 21-HHAP-00026, executed between the Agency and LAHSA on August 24, 2021 as specified in Exhibit C, Program Budget and Services.

**WHEREAS**, LAHSA responded/applied/was successful in its application to the third HHAP Notice of Funding Availability (HHAP 3) released on December 17, 2021 and LAHSA was awarded an Initial Disbursement Contract under Grant Number 22-HHAP-10029, executed between the Agency and LAHSA on March 8, 2022 as specified in Exhibit C, Program Budget and Services.

**WHEREAS**, HHAP 1, HHAP 2 and HHAP 3 will be referred to collectively as HHAP Funding. Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. In addition Health and Safety Codes (HSC) Sections 50219, subdivision (c)(1) - (8); 50218.5, 50220.5; 50218.6, subdivision (e); 50220.7, subdivisions (a)(4)-(5) & (f); and 50220.7(b)(3)(A) as stated in the HSC.

**WHEREAS**, the City of Los Angeles established the Homeless Housing, Assistance and Prevention Program (HHAP), funded in the City's Los Angeles Housing Department (LAHD) (formerly the Housing and Community Investment Department (HCID)) budget by the State of California pursuant to its HHAP Program;

**WHEREAS**, the County of Los Angeles has provided HHAP funds to LAHSA via The Operating Agreement between Los Angeles County and LAHSA as specified in Exhibit C, Program Budget and Services;

**WHEREAS**, LAHSA and LAHD (formerly HCID) entered into agreement C-135650 for the provision of homeless services with HHAP funds from the State of California as specified in Exhibit C, Program Budget and Services;

**WHEREAS**, LAHSA wishes to grant Contractor funds with HHAP funding from the State of California or from the City of Los Angeles or from Los Angeles County, as specified in Exhibit C, Program Budget and Services;

## **1. Services to be Provided by Contractor**

Contractor shall ensure that it and any of its subcontractors ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City for City HHAP funding, or residents of the County for County and CoC HHAP funding and that their income does not exceed applicable federal income guidelines for very low, low and moderate-income persons, making them eligible for services.

## **2. Compensation**

Any housing-related activities funded with HHAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

All proceeds from any interest-bearing account established by the Contractor for the deposit of HHAP funds, along with any interest-bearing accounts opened by subcontractors to the Contractor for the deposit of HHAP funds, must be used for HHAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than seven (7) percent of these proceeds may be used for general administrative purposes.

## **3. Minimum Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing**

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

- A. **Structure and Materials.** There should be a Certificate of Occupancy and the shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.
- B. **Access.** All facilities shall be maintained in compliance with Title II of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq., its implementing regulations at 24 CFR Part 8, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) Pub. L. 110-325 and all subsequent amendments; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40; §504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and implementing regulations at 24 CFR Parts 8 and 9; the Emergency Solutions Grant shelter and housing standards found at 24 CFR Part 576.403 and the Lead-Based Paint Poisoning Prevention Act; and the Fair Housing Act, 42 U.S.C. §3601 et seq.. its implementing regulations at 24 CFR Parts 100, 103, and 104.
- C. **Lead-Based Paint Requirements.** The Lead Based Paint Poisoning Prevention Act applies to all shelters assisted under the HHAP program and all housing occupied by program participants. All HHAP sub-recipients are required to conduct a Lead-Based Paint inspection on all units receiving assistance under the rapid re-housing and homelessness prevention components if the unit was built before 1978 and a child under age of six or a pregnant woman resides in the unit.

- D. Space and security. Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- E. Interior air quality. Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- F. Water supply. The shelter or housing structure's water supply must be free of contamination.
- G. Sanitary facilities. Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- H. Thermal environment. The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.
- I. Illumination and electricity. The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.
- J. Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- K. Sanitary conditions. The shelter or housing structure and any equipment must be maintained in a sanitary condition.
- L. Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter or housing structure. Where possible, smoke detectors must be located near sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include but are not limited to laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.

#### **4. Property or Facility Leases**

- A. All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which allows LAHSA, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event LAHSA terminates the Contractor's Agreement or Contractor abandons the lease.
- B. All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor or their subcontractor, paid for with HHAP funds, inures to the benefit of LAHSA, and LAHSA may elect, at its sole option, to remove such improvements.
- C. It is recommended that Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement whereby the lessor agrees that if lessee's grant



funding for any calendar year decreases by \$500,000 or more from the previous calendar year, the lessee may terminate the lease with 120 calendar days' written notice.

- D. A copy of all leases and lease amendments must be reviewed and approved by LAHSA prior to signature and be on file with LAHSA prior to the release of cash.
- E. Contractor shall not sublease, assign, or amend in any manner leases paid for with HHAP funds without prior written LAHSA approval. Contractor shall invoice for only that portion of the lease cost that is allocated to HHAP programs. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

#### **5. Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' LAHSA may terminate this Agreement at any time if LAHSA determines that Contractor failed to fully and accurately disclose all Contracts and Sponsorship of the National Rifle Association.

**Exhibit H-1  
Letter of Intent ("LOI")  
Fiscal Year 2022 - 2023  
(on next page)**

**Agreement Number: 2021SSST01  
Contractor Name: The Chrysalis Center**

April 15, 2022

Via Electronic Mail

The Chrysalis Center  
Mark Loranger, President and CEO  
522 S. Main Street  
Los Angeles, California 90013  
[markL@changelives.org](mailto:markL@changelives.org)

**Re: Letter of Intent, proposed funding allocations for Fiscal Year 2022 – 2023**

Dear Mr. Loranger:

LAHSA is pleased to inform you of the intent to allocate funding to your organization's programs for the 2022-2023 Fiscal Year as indicated in Attachment A, contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders. These proposed allocations represent the plan for the FY 22-23 renewal of component services provided by your organization.

Please note that fiscal year 2022-23 funding, and new Scopes of Required Services (SRS), if applicable, will be added to your current contracts and subawards by contract amendment(s). The Allocation Reference Number will remain the same, and only the last two (2) digits of the associated EGMS ID Number will change.

Attached please find the following documents related to the proposed allocations:

- **Attachment A** containing the proposed funding allocations for your component services.
- **Attachment B** an estimated timeline for the Fiscal Year 2022-2023 Funding Allocation and Contract Renewal Process. *(\* please note that estimated dates are subject to change)*
- A **Budget Detail Template**: Completing this template will assist as you enter budget information into your sub-awards in LAHSA's Enterprise Grants Management System (EGMS).

Please note that a Simplified Cost Eligibility Matrix and new Scopes of Required Services (if applicable) will be provided soon.

Also, please note that agencies who receive City of Los Angeles Roadmap funding will be receiving the approximate allocation in the coming weeks. Additionally, allocations of CoC HHAP 1 and CoC HHAP 2 funding (marked with an asterisk \* in Attachment A) is contingent upon the closeout of those funds for the 2021-22 fiscal year.

The Leadership teams within LAHSA would like to schedule a virtual meeting with your agency to review your proposed FY 22-23 subaward and contract details with you, as well as to answer any questions, and address concerns that you may have with the components (i.e., allocations, budget, and Statement of Work). These mandatory meetings with agencies will be held starting **April 18, 2022**.

1. Please review and select a time slot from the available meeting times via [Sign-up.com here](#).

2. Agencies are limited to one meeting slot.
3. Sign up! It's easy – you will NOT need to register an account or keep a password on SignUp.com.  
Note: SignUp.com does not share your email address with anyone.
4. Once your agency signs up, you will receive a calendar invite with the zoom call-in information.  
We look forward to connecting with you!

Until then, if you have any questions regarding your proposed FY 22-23 subaward allocations and contract details, please direct your inquiries to [fundingandallocations@lahsa.org](mailto:fundingandallocations@lahsa.org).

Please expect amendments to your component-based contract(s) in the upcoming weeks as indicated in the attached memorandum.

Sincerely,

*Lisa Thompson*

Lisa Thompson  
Contracts Specialist  
[lthompson@lahsa.org](mailto:lthompson@lahsa.org)

Component Department	Account ID in ECHAS	New Contract Number	Old Contract Number	Provider	Component/SubComponent	HHS/SRS Program Name	Project Name (if Applicable)	SRS Supplement	Sub Population	Age	Unit of Measure (Beds/Units, etc.)	Beds/Units/Lots	# of People or Households to be Served	Funding Rate	Funding Period	Total Allocation
Vendor		2021555T01	2017CITYGF33	Chrysalis	Supportive Services	Storage Facility - The Bin - Echo Park	Public Storage		Individual Adults		4	FTE	4 336 new clients (renewals/enrollments)	\$ 57,500.00	7/1/2022-6/30/2023	\$ 230,000.00
Vendor		2021555T01	2017CITYGF33	Chrysalis	Supportive Services	Storage - Public ROW	Public Storage		Individual Adults	2-4,8,		FTE	4.5 n/a	\$109,824.89	7/1/2022-6/30/2023	\$ 467,212.00
Vendor		2021555T01	2017CITYGF33	Chrysalis	Supportive Services	The Bin - Towne, San Pedro, and El Pueblo	Public Storage		Individual Adults		4	FTE	19 336 new clients (renewals/enrollments)	\$308,500.74	7/1/2022-6/30/2023	\$ 2,061,514.00

## Attachment B

### Estimated Timeline for the FY 2022-23 Funding Allocation & Renewal Contracting Process

*\* Estimated Dates are subject to change*

Over the past several months LAHSA has been working to plan the FY 2022-23 funding allocations for the renewal of your component programs. In addition to providing you with the proposed funding allocations for the upcoming fiscal year, we also want to share the planned timeline for the renewal of your contracts and sub-awards. Your organization's participation in and support of these renewal process steps is vital to achieving our collective goal of executing all FY 22-23 renewal contracts prior to July 1, 2022.

- Beginning on 4-15-2022 -Contract Specialists will send out Letters of Intent (LOI) containing the proposed allocations for your funded components.
- 4-18-2022 and 5-13-2022 - Virtual 50-minute meetings will be scheduled with all agencies to discuss proposed funding allocations, address any questions, and resolve any issues prior to amendments being sent out to agencies through EGMS.
- Agencies must sign up for the date and time slot for their mandatory allocation review meeting using the SignUp.com link at the bottom of your LOI.
- Contract Specialists will send out a revised LOI if any changes to funding allocations are approved after your meeting with LAHSA staff.
- 5-17-2022 – the Los Angeles County Board of Supervisors votes to approve the FY 2022-23 Measure H budget.
- 5-19-2022 - Final Draft Funding Allocations will be presented to the Contracts Grants Management Committee of the LAHSA Commission.
- 5/20-to 6/30/2022 LAHSA staff send subaward amendments to agencies through EGMS.
- 5-27-2022 – LAHSA Commission votes to approve Final Funding Allocations and authorize contracts for FY 2022-23.
- 5-20-2022 to 6-30-2022 Agencies are encouraged to enter the budget and other required information in your EGMS sub-award amendment and Submit to Grantor (LAHSA) in the system as soon as possible, but no later than five business days from your receipt of the amendments.
- 6-1-2022 – 6-30-2022 - Upon approval of sub-award amendments in EGMS, Contract Specialists will send out the amendments to agencies for review and signature.
- 6-1-2022 – 6-30-2022 – Upon receipt of signed amendments and all required exhibits and Certificates of Insurance (COI), Contract Specialists will route amendments for LAHSA signature.

June 14, 2022

Via Electronic Mail

The Chrysalis Center

Mark Loranger, President and CEO

522 S. Main Street

Los Angeles, California 90013

**Re: REVISED Letter of Intent, proposed funding allocations for Fiscal Year 2022 – 2023**

Dear Mr. Loranger:

LAHSA is pleased to inform you of the intent to allocate funding to your organization's programs for the 2022-2023 Fiscal Year as indicated in Attachment A, contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders. These proposed allocations represent the plan for the FY 22-23 renewal of component services provided by your organization.

Please note that fiscal year 2022-23 funding, and new Scopes of Required Services (SRS), if applicable, will be added to your current contracts and subawards by contract amendment(s). The Allocation Reference Number will remain the same, and only the last two (2) digits of the associated EGMS ID Number will change.

Attached please find the following documents related to the proposed allocations:

- **Attachment A** containing the proposed funding allocations for your component services.
- A **Budget Detail Template**: Completing this template will assist as you enter budget information into your sub-awards in LAHSA's Enterprise Grants Management System (EGMS).

Please note that a Simplified Cost Eligibility Matrix and new Scopes of Required Services (if applicable) will be provided soon.

If you have any questions regarding your proposed FY 22-23 subaward allocations and contract details, please direct your inquiries to [fundingandallocations@lahsa.org](mailto:fundingandallocations@lahsa.org).

Please expect amendments to your component-based contract(s) in the upcoming weeks as indicated in the attached memorandum.

Sincerely,

*Lisa Thompson*

Lisa Thompson  
Contracts Specialist

Component/Department	Vendor (if N/A)	New Contract Number	Old Contract Number	Provider	Component/SubComponent	HHS/STS Program Name	Project Name (if Applicable)	SRS Subelement	Sub Population	EPA	Unit of Measure (lbs/line, etc.)	Bed/Unit/Slot	# of People or Households to be Served	Funding Rate	Funding Period	Total Allocation
Access & Engagement	Vendor - N/A	2021SSST01	2017CITYGF33	Chrysalis	Supportive Services	Storage - Public	Public Storage		Individual Adults	2A,B	FTE	4.5	n/a	\$ 115,505.11	7/1/2021-6/30/2023	\$ 518,728.00
Access & Engagement	Vendor - N/A	2021SSST01	2017CITYGF33	Chrysalis	Supportive Services	The Bin - Echo Park, Tower, San Pedro, and West LA	Public Storage		Individual Adults	4	FTE	19	336 new clients 6,240 renewals/enrollments	\$ 144,212.79	7/1/2022-6/30/2023	\$ 2,740,043.00













# Amendment Two to 2021SSST01/Public Storage (SPA 2, 4, 5 & 8)/ The Chrysalis Center














Final Audit Report

2022-08-01

Created:	2022-07-18
By:	Lisa Thompson (lthompson@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxFfn9ut9ofkkOvAOFInJ3d9_6AHAM8Jr

## "Amendment Two to 2021SSST01/Public Storage (SPA 2, 4, 5 & 8)/ The Chrysalis Center" History

-  Document created by Lisa Thompson (lthompson@lahsa.org)  
2022-07-18 - 10:21:05 PM GMT- IP address: 172.91.238.205
-  Document emailed to trevor.kale@changelives.org for approval  
2022-07-18 - 10:25:14 PM GMT
-  Email sent to jessica.fuentes@changelives.org bounced and could not be delivered  
2022-07-18 - 10:26:36 PM GMT
-  Email sent to Michael GraffWeisner (michaelgw@changelives.org) bounced and could not be delivered  
2022-07-18 - 10:26:36 PM GMT
-  Email sent to Daniel Fisher (dfisher@lahsa.org) bounced and could not be delivered  
2022-07-18 - 10:29:31 PM GMT
-  Email viewed by trevor.kale@changelives.org  
2022-07-19 - 7:59:34 AM GMT- IP address: 104.28.50.168
-  Email viewed by trevor.kale@changelives.org  
2022-07-27 - 2:02:47 PM GMT- IP address: 137.25.56.69
-  Signer trevor.kale@changelives.org entered name at signing as Trevor Kale  
2022-07-27 - 2:11:56 PM GMT- IP address: 137.25.56.69
-  Document approved by Trevor Kale (trevor.kale@changelives.org)  
Approval Date: 2022-07-27 - 2:11:57 PM GMT - Time Source: server- IP address: 137.25.56.69
-  Document emailed to Mark Loranger (markl@changelives.org) for signature  
2022-07-27 - 2:12:10 PM GMT

-  Email viewed by Mark Loranger (markl@changelives.org)  
2022-07-27 - 2:28:08 PM GMT- IP address: 104.28.85.127
  
-  Document e-signed by Mark Loranger (markl@changelives.org)  
Signature Date: 2022-07-27 - 2:59:54 PM GMT - Time Source: server- IP address: 169.130.234.208
  
-  Document emailed to Lisa Thompson (lthompson@lahsa.org) for signature  
2022-07-27 - 3:00:06 PM GMT
  
-  Document e-signed by Lisa Thompson (lthompson@lahsa.org)  
Signature Date: 2022-07-27 - 5:16:29 PM GMT - Time Source: server- IP address: 172.91.238.205
  
-  Document emailed to Kristina Dixon (kdixon@lahsa.org) for signature  
2022-07-27 - 5:16:36 PM GMT
  
-  Document e-signed by Kristina Dixon (kdixon@lahsa.org)  
Signature Date: 2022-07-30 - 0:20:58 AM GMT - Time Source: server- IP address: 173.67.198.11
  
-  Document emailed to Nathaniel Vergow (nvergow@lahsa.org) for signature  
2022-07-30 - 0:21:12 AM GMT
  
-  Lisa Thompson (lthompson@lahsa.org) added mrysmann@lahsa.org as an alternate for Nathaniel Vergow (nvergow@lahsa.org)  
2022-07-30 - 10:09:33 PM GMT- IP address: 172.91.238.205
  
-  Document emailed to mrysmann@lahsa.org for signature  
2022-07-30 - 10:09:33 PM GMT
  
-  Email viewed by mrysmann@lahsa.org  
2022-08-01 - 8:51:54 PM GMT- IP address: 216.86.220.194
  
-  Signer mrysmann@lahsa.org entered name at signing as Molly Rysman  
2022-08-01 - 8:52:24 PM GMT- IP address: 216.86.220.194
  
-  Document e-signed by Molly Rysman (mrysmann@lahsa.org)  
Signature Date: 2022-08-01 - 8:52:32 PM GMT - Time Source: server- IP address: 216.86.220.194
  
-  Agreement completed.  
2022-08-01 - 8:52:32 PM GMT