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LOS ANGELES HOUSING DEPARTMENT

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November 2, 2022

Council File: 21-0042-S3
Council Districts: Citywide
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Honorable Members of the City Council
City of Los Angeles
c/o the City Clerk, City Hall
200 N. Spring Street, Room 395
Los Angeles, CA 90012

COUNCIL TRANSMITTAL: REPORT ON ADDITIONAL RECOMMENDATIONS RELATED TO THE EXPIRATION OF THE COVID-19 EVICTION MORATORIUM AND THE ADOPTION OF TENANT RELOCATION ASSISTANCE PROTECTIONS FOR ECONOMIC DISPLACEMENT AND A THRESHOLD FOR EVICTIONS FOR NON-PAYMENT OF RENT FOR ALL RESIDENTIAL RENTAL UNITS (C.F. 21-0042-S3)

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests approval of recommendations to strengthen tenant protections against displacement including adoption of:

1. A citywide Relocation Assistance Economic Displacement program by requiring landlord-paid relocation payments to residential tenants who are given a large rent increase which would result in the tenant's economic displacement.
2. A minimum threshold for evictions when tenants fall behind in payment of rent.

At the Council meeting on October 4, 2022, the City Council instructed LAHD to report on these items in anticipation of the lifting of the COVID-19 tenant protections which have been in place since March 2020. As the City's eviction protections are scheduled to end on January 31, 2023, it is important that the City provide additional measures to avoid destabilization of our neighborhoods particularly for vulnerable, long-time renters. The proposed measures will reduce the likelihood of tenant displacement due to excessive rent increases, allow tenants an opportunity to make up temporary financial setbacks in their ability to pay rent and serve as important tools in the City's efforts to prevent an increase in homelessness throughout the City.

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

- I. REQUEST the City Attorney, with the assistance of LAHD, to draft an ordinance to require landlords to pay relocation assistance to tenants of non-RSO rental units if the tenant elects to relinquish their rental unit due to inability to pay a rent increase exceeding: the Consumer Price Increase (CPI) plus 5%, or a rent increase greater than 10%, whichever is less. This applies to either a single rent increase or multiple rent increases that cumulatively exceed the threshold within a 12-month period.
 1. Provide that a landlord may offset the tenant's accumulated rental debt against the relocation assistance payment due under this section (rent waiver).
 2. Provide that the relocation assistance for economic displacement shall be set at three (3) times the fair market rent (FMR) in the Los Angeles Metro area, for a rental unit of a similar size, as established by the United States Department of Housing and Urban Development (HUD), plus \$1,411.00 in moving costs. LAHD shall publish the required relocation amounts annually.
 3. Provide further, that for rentals of non-RSO single-family homes, the required relocation assistance or rent waiver shall be equal to one month of the rent in effect when the notice of rent increase is issued. This provision shall apply for non-RSO single family homes owned by a natural person when the landlord owns four or fewer rental units and a single-family home on a separate lot, inclusive of natural persons who have their properties in a trust.
- II. REQUEST the City Attorney, with the assistance of LAHD, to draft an ordinance to amend LAMC Section 151.09.A.1 and also include a provision in the Just Cause Eviction Protections Ordinance to disallow evictions from rental units due to the tenant's failure to pay rent unless the rental debt owed exceeds a monetary threshold amount equal to one month of fair market rent (FMR) in the Los Angeles Metro area, dependent on the number of bedrooms in the rental unit occupied by the tenant.
- III. AUTHORIZE the LAHD General Manager, or designee, to execute a sole-source contract with Partners In Diversity, Inc. in the amount not to exceed \$800,000 from the Rent Stabilization Trust Fund 440/43, Account No. 43W412 - Service Delivery, to provide temporary staffing services to investigate RSO and non-RSO allegations of violations of the LAMC involving illegal rent increases, illegal evictions, failure to pay relocation assistance, and allegations of tenant harassment for a term of one-year to commence on or about January 1, 2023, with the option to extend for two (2) additional one-year terms, subject to the approval of the City Attorney as to form.
- IV. RESOLVE that the City Council find that the services to be performed by Partners In Diversity, Inc. are for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding is

not practicable or advantageous and that the work can be performed more economically or feasibly by independent contractors than by City employees.

- V. AUTHORIZE the City Controller to:
- a. Transfer appropriation within the Rent Stabilization Trust Fund 440/43 in the amount of \$520,698 FROM Appropriation Account No. 43W143 - Housing Dept and \$279,302 from Appropriation Account No. 43W299 - Reimb to Gen Fund; TO Appropriation Account No. 43W412 - Service Delivery for the total amount of \$800,000, to fund Partners in Diversity, Inc., for a sole-source contract to be executed for paralegal services/assistance in investigations of allegations concerning violations of the LAMC involving illegal rent increases, illegal evictions, failure to pay relocation assistance, and tenant harassment.
 - b. Decrease appropriation in the amount of \$520,698 in Account 001010- Salaries General within Fund No. 100/43/440.
 - c. Expend funds not to exceed \$800,000 upon proper demand of the LAHD General Manager, or designee.
- VI. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and any necessary technical adjustments consistent with Mayor and City Council actions, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.
- VII. INSTRUCT the Rent Adjustment Commission with the support of the LAHD to adopt rules and regulations as necessary to implement the provisions in this report.

BACKGROUND

On August 25, 2022, LAHD submitted a report (Council File Nos. 21-0042 and 21-0042-S3) with recommendations on amendments to the eviction moratorium, designed to normalize the rules affecting residential tenancies and fill gaps in tenant protections in the aftermath of the COVID-19 pandemic. The recommendations called for the lifting of the eviction moratorium effective February 1, 2023, and the adoption of Just Cause eviction protections for all non-RSO rental units largely as recommended in LAHD's report of January 29, 2020 (Council File No. 17-0454). On October 4, 2022, the City Council approved the LAHD recommendations, as amended by Council motions, to phase out the City's eviction moratorium and related tenant protections adopted to protect City residents during the COVID-19 pandemic. The Council further instructed the City Attorney to draft an ordinance to adopt Just Cause eviction protections for all rentals citywide, including single-family homes, and instructed LAHD to report back on certain pending recommendations. As requested by the City Council, LAHD submits this report on increasing eviction protections by requiring relocation assistance based on economic displacement and establishing a minimum threshold for rental arrearages before a landlord may evict a tenant for non-payment of rent. Additionally, LAHD provides updates on activities for education and outreach to inform the public of the upcoming changes in the law regulating evictions, relocation assistance, and expiring tenant protections.

Economic Displacement

While the adoption of a Just Cause ordinance will extend protections from arbitrary eviction to all tenants citywide, tenants in unregulated units (not subject to the RSO nor the Tenant Protections Act of 2019) may be economically displaced when their landlords impose high rent increases that the tenants cannot afford. In these cases, tenants who cannot afford the rent increases have no choice but to vacate their homes.

Properties subject to the City's Rent Stabilization Ordinance (RSO) or the Tenant Protections Act of 2019 are not impacted by economic displacement since these laws regulate allowable rent increases. In response to the COVID-19 Local Emergency, as of March 30, 2020, rent increases are prohibited for RSO units until 1 year after the expiration of the eviction moratorium (Ordinance No. 186607). Per this ordinance, landlords of RSO properties can resume annual rent increases effective February 1, 2024.

Furthermore, the California Tenant Protection Act of 2019 (AB 1482), caps rent increases on non-RSO rental properties that are older than 15 years to no more than 5% plus the percentage change in the cost of living (CPI) for the region in which the property is located, or **10%**, whichever is lower. Effective August 1, 2022, through July 31, 2023, the maximum annual increase for units subject to AB1482 in the Los Angeles area is 10%. This limitation on rent increases does not apply to properties that were built less than 15 years ago.

To further safeguard tenants from economic displacement due to high rent increases for non-RSO units, LAHD reviewed ordinances in neighboring cities such as Long Beach, Baldwin Park, Glendale, and Pasadena, as well as the City of Portland, Oregon. Each of these cities has adopted an ordinance requiring the payment of relocation assistance when a landlord imposes a large rent increase which may result in the economic displacement of the renter. Each jurisdiction has established its own criteria for renters of non-rent regulated rental units to be eligible to elect to either accept a proposed rent increase or, alternatively, receive relocation assistance and vacate the rental unit after their landlord imposes a high rent increase. The most common threshold is for rent increases exceeding the Consumer Price Increase (CPI) plus 5% within a 12-month period prior to the notice of the rent increase.

The relocation amount payable to the tenant and eligibility criteria also varies among the cities. The City of Pasadena requires tenant household income to be at or below 140% of Area Median Income (AMI) to be eligible; in Glendale, renter household income and type of rental property determine the amount of relocation assistance. Long Beach and Baldwin Park do not have tenant household income criteria. Other variations among these cities include the type of rental units eligible for relocation assistance. A summary of the relocation assistance requirements for non-regulated units is provided in the following chart:

REQUIREMENTS FOR PAYMENT OF RELOCATION ASSISTANCE FOR ECONOMIC DISPLACEMENT

	Rent Threshold	Applicability	Relocation Assistance Amount
Long Beach	10% or more over a 12-month period	Property must have 4 units and built before February 1, 1995.	2 months of average comparable rent in Long Beach

Baldwin Park	Exceeds the CPI + 5% within a 12-month period	Properties built prior to 1/1/1995, except SFD, mobile homes & duplexes.	2.5 months of FMR + moving expenses. Higher for tenancies of 10+years
Glendale	7% or more within a 12-month period	All rental units except parcels with 2 or few units. Excludes SFD, condos, and accessory dwellings built after 2/1/1995.	Varies per the number of units at the property and how long the tenant has resided in the unit. Relocation amount varies from 3 to 5 times the rent for the unit.
Pasadena	Exceeds the CPI + 5% within a 12-month period	All multi-family rental units with a change in ownership. Single-family dwellings and condominiums are exempt.	2.5 months of FMR + moving expenses. Higher for tenancies of 10+years.
Portland	10% or more over a 12-month period	Excludes units shared with the landlord, owner occupied Duplex or a dwelling unit with an ADU.	Ranges from \$2,900 to \$4,500, depending on the type of rental unit.

Additional protections are needed to close a loophole that allows tenants in non-RSO units to be forced out through large rent increases amounting to a constructive eviction of the tenant, with no allowance for relocation. Relocation assistance based on economic displacement would provide renters who are not protected by the RSO or State law with the financial means to secure alternative housing when forced to relocate due to high rent increases, in line with similar policies adopted in Long Beach, Baldwin Park, and as proposed in L.A. County.

LAHD recommends the adoption of a new tenant protection that would require landlords to pay relocation assistance if they want to increase the rent for a non-RSO property if the proposed rent increase exceeds the Cost of Living Increase (CPI) plus 5% within a 12-month period, or 10%, whichever is lower (mirroring the Tenant Protections Act of 2019). Tenants would then have the option to accept the rent increase or request relocation assistance and move. LAHD is recommending a relocation assistance amount for no-fault evictions from non-RSO units in an amount equal to three (3) times the fair market rent (FMR) in the Los Angeles Metro area, an annual figure established by the United States Department of Housing and Urban Development (HUD), for a rental unit of a similar size, plus \$1,411.00, in moving costs. This amount will assist when a tenant moves into a new rental unit to pay for moving expenses and move-in costs such as the first and last months' rent and a security deposit. Relocation assistance must be provided prior to the tenant vacating the unit to provide tenants with the means to pay for moving expenses and to secure a new rental unit.

FY 2023 Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$1,534	\$1,747	\$2,222	\$2,888	\$3,170
FY 2022 FMR	\$1,384	\$1,604	\$2,044	\$2,693	\$2,933

For example, if this recommendation is adopted, in 2023 the relocation assistance for a non-RSO two-bedroom unit would be \$8,077.00 (3 x \$2,222.00 + \$1,411.00).

This policy would support tenants' ability to relocate to suitable replacement housing, make them whole financially when they are forced to move due to a rent increase higher than 10%, and mitigate the economic harm caused to tenants by the disruption of being forced to relocate from their homes and neighborhoods and incurring substantial unexpected moving expenses.

Per a motion approved by the City Council on October 4, 2022, for rentals of non-RSO single-family homes, the required relocation assistance or rent waiver shall be equal to one month of the rent that in effect when the notice of rent increase is issued. This provision would apply for non-RSO single family homes owned by a natural person when the landlord owns four or fewer rental units and a single-family home on a separate lot, inclusive of natural persons who have their properties in a trust. The Council may wish to reconsider this provision to make the required relocation assistance amount consistent for all non-RSO rental units.

Monetary Eviction Threshold for Non-Payment of Rent

The emergency measures adopted during the pandemic dramatically reduced the number of evictions filed and provided a safety net from displacement and homelessness for thousands of renters. When the eviction moratorium is lifted, City renters still have an extended timeframe to pay COVID-19 accrued rental debt. COVID-19 rental arrears for rent accrued from March 1, 2020, to September 30, 2021, must be paid by August 1, 2023. COVID-19 rental arrears for rent accrued from October 1, 2021, to January 31, 2023, will be due by February 1, 2024.

Under the recommendations approved by the City Council, Los Angeles City tenants must begin to pay their full current rent beginning on February 1, 2023. Thereafter, any tenant who is unable to pay their current rent in full will be subject to eviction for nonpayment of rent. Once the emergency protections expire, any amount of unpaid rent can result in eviction.

Under current law, evictions for non-payment of rent can take place for minor amounts of past due rent, even as little as one dollar. Evictions are extremely painful and disruptive to an individual, family, and community and can be viewed as an extraordinary legal remedy that should not be used as a debt collection tool to recover relatively small sums. If a renter loses their employment and applies for unemployment benefits, on average it takes six weeks to receive the assistance, by which time the eviction process may be underway. If the City establishes a minimum threshold for rental arrearages before a landlord may proceed with an eviction action, tenants would still owe this money, but failing to pay relatively small amounts would not be grounds for eviction. As jurisdictions lift their eviction moratoria, this proposal has

gained support. The District of Columbia has barred evictions when a tenant owes less than \$600.00. On November 1, 2022, the Los Angeles County Board of Supervisors approved an ordinance that will provide that rental debt owed must exceed a monetary threshold amount equal to one month of the fair market rent (FMR) in the Los Angeles Metro area, an annual figure established by HUD, for 0 - 4 bedroom rental units, dependent on the type of rental unit occupied by the tenant. Under this guidance, one month of fair market rent for a one-bedroom apartment in Los Angeles is \$1,747 in fiscal year 2023. For a two-bedroom, it is \$2,222.

LAHD recommends amending the City's Just Cause eviction protections for both RSO and non-RSO rental units so that failure to pay rent is a legal cause for termination of a tenancy only if the tenant fails to pay rent totaling at least the amount for one month's fair market rent (FMR) in the Los Angeles Metro area, as proposed by Los Angeles County. The formula recommended has the advantage of establishing a consistent standard across the City and County, regardless of the rent level for any individual unit.

In view of the Council's desire to strengthen permanent tenant protections after January 31, 2023, when the City lifts the emergency tenant protections, LAHD recommends adoption of the same threshold as proposed approved by Los Angeles County for evictions for non-payment of rent.

Outreach & Education

LAHD was requested to report back on outreach and education activities planned to publicize the City's ordinances and educate the public on changes in the law. LAHD has already updated its home webpage and trained our Customer Service staff on the existing and upcoming revisions. LAHD has also created a template for tenants to notify their landlords of their COVID-related inability to pay rent. LAHD is creating a tenants' rights notification that will be required for landlords to provide to tenants at the outset of a tenancy. Once the City Council approves the drafting of the ordinances, LAHD will immediately launch a robust outreach and education campaign detailing what renters and landlords should expect in 2023 and 2024 to include:

- LAHD will immediately issue a press release and create an informational bulletin in multiple languages to be shared with 3-1-1 and distributed citywide in multiple languages.
- Information and Frequently Asked Questions (FAQ's) will be available through the LAHD website and social media outlets.
- An email "blast" will be sent to the complete LAHD email list of approximately 400,000 renters, property owners and managers, developers, lenders, and other interested parties, as well as to the City's 99 Neighborhood Councils.
- Council office staff will be briefed and pre-recorded webinars will be distributed to all Council Offices for posting on their websites.
- Information will be shared through the Housing Is Key network and our partnerships with community-based organizations and tenant and landlord advocacy groups. Housing is Key conducts ongoing community workshops weekly and will focus on these new programs and protections in 2023.
- LAHD will conduct outreach and briefings to landlord organizations, including AAGLA, CAA, AOA as well as the Central City Association and others. LAHD will also provide an article to be included in AAGLA's monthly publication.
- Notifications alerting the public about the change in the law will be mailed to LAHD's mailing list of approximately 126,000 property owners and management companies, as well as about 878,000 renter occupied households in December 2022. The projected cost is about \$621,000.00.

- Webinars will be conducted on a minimum bi-weekly basis through February 2023 and monthly thereafter, in addition to LAHD's ongoing workshops.
- LAHD will include a brochure summarizing tenant protections in all communications with renters and landlords.
- Flyers will be shared at the Central Library and 72 branch libraries citywide, as well as at Recreation and parks Centers (137) and Senior Citizen Centers (29)
- LAHD will publicize the newly required "Tenant Rights Notification" on the LAHD website and educate landlords on their obligation to provide this notice to tenants at the onset of any tenancy.
- LAHD will update all "Home for LA Renters" guidebooks and materials and make these available for wide distribution online, at community events, and through social media and partnerships with non-profit organizations and community groups.
- LAHD will collaborate with City Channel 35 to periodically broadcast information on the new Tenant Protections.

LAHD will brief and continue to collaborate on communications with 3-1-1 staff, the Mayor's office, Council Offices, and other City departments to ensure Los Angeles constituents are aware of the expiring and new renter protections in order to prevent public confusion and tenant displacement. Additionally, LAHD plans to release a Request for Proposals for outreach services to assist in the design of a broad outreach and advertisement campaign, similar to the "Home for LA Renters" bus and transit ad campaign previously conducted in 2016-18, to be expanded with radio, television, and print media advertising as feasible and rolled out in 2023-24, with an emphasis on educating renters and landlords of rental units newly covered by the new Just Cause Protections, Economic Displacement and Eviction Threshold ordinances. Information will be disseminated through City libraries, recreation and senior centers, neighborhood councils, and Stay Housed LA partners and community organizations.

Staff Resources

As the pandemic eviction moratorium is lifted, it is critical that LAHD assign adequate staff to investigate and follow up on complaints of violations of the RSO, tenant harassment and new tenant protections. In recent months, LAHD has experienced a 37% increase in tenant complaints for illegal rent increases and a 25% increase in complaints for evictions and tenant harassment. An additional surge in demand for services is anticipated when the eviction moratorium expires in 2023. Due to the aftermath of the pandemic and the staffing lost through the City's 2020 Separation Incentive Program, the City's vaccination requirement and normal attrition, the LAHD Rent Division currently has a 28% vacancy rate in the ranks of Housing Investigators, with 7 out of 25 positions vacant. The current average workload for the existing Housing Investigators is 139 cases, which is 74% higher than the optimal maximum caseload of 80 cases per Investigator. LAHD is attempting to fill vacancies through emergency appointments of Housing Investigators. However, the Personnel Department has not yet scheduled the civil service examination for this class, and the process of recruiting and qualifying eligible Housing Investigators may take 6 to 12 months. In order to fill this gap in staff resources needed, LAHD is proposing to execute a contract to employ temporary paralegal employees with housing law experience to fill this critical need until permanent staff can be hired. LAHD is, therefore, requesting authority to execute a sole-source contract with Partners In Diversity, Inc., for a maximum amount of \$800,000, for a term of one-year, commencing on or about January 1, 2023, with options to extend for 2 additional terms, in order to ensure sufficient staffing needed to investigate violations of the LAMC involving illegal rent increases, illegal evictions, failure to pay relocation assistance and tenant harassment.

CONCLUSION

As inflation and rents rise throughout the City of Los Angeles, finding and securing affordable housing is one of the biggest obstacles facing the City's residents, particularly for vulnerable, long-time renters impacted by high rent increases, illness or an unanticipated household expense. These recommendations are provided to support renter protections as the City's eviction moratorium ends. If approved, these proposed measures will prevent destabilization of our neighborhoods, reduce the likelihood of tenant displacement due to excessive rent increases and arbitrary evictions, allow tenants an opportunity to make up temporary financial set-backs in their ability to pay rent, and serve as important tools in the City's efforts to prevent an increase in homelessness throughout the City. These protections will be incorporated into the Department's public outreach efforts including information that will be shared through partnerships with community-based organizations, tenant and landlord advocacy groups, and through wide-ranging media advertisements.

FISCAL IMPACT

There is no impact to the General Fund through the actions recommended in this report.

Approved By:



ANN SEWILL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Partners in Diversity Inc. Proforma

PROFESSIONAL SERVICES AGREEMENT

Contractor: Partners in Diversity, Inc.

Title: Paralegal & Other Temporary Services

Said Agreement is Number _____ of City Contracts.

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Partners in Diversity, Inc.
Paralegal & Other Temporary Services

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Exhibit A	Required Insurance and Minimum Limits Instructions and Information on Complying with City Insurance Requirements
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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
PARTNERS IN DIVERSITY, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Partners in Diversity, Inc., a Nevada corporation, hereinafter called the Contractor.

WITNESSETH

WHEREAS, the Los Angeles Housing Department (“LAHD”), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

WHEREAS, the project which is the subject of this Agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the Los Angeles Housing Department budget by the Rent Stabilization Trust Fund which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXber XX 202X and concurred by the Mayor on XXXXber XX 202X) OR the City Administrative Officer (CAO) and the Mayor (refer to CAO Report Number 0220-00540-XXXX dated XXXXber XX, 202X) OR Section 14.8 of the Los Angeles Administrative Code which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Partners in Diversity, Inc., a Nevada corporation, having its principal office at 690 East Green Street, Suite #101, Pasadena, California 91101.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

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

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

With copies to Anna Ortega, Assistant General Manager
Regulatory Code and Compliance Bureau
Los Angeles Housing Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

- 2. The representative of the Contractor shall be:

Arlene M. Apodaca, Vice President
Partners in Diversity, Inc.
690 East Green Street, Suite #101
Pasadena, CA 91101
arlene.apodaca@p-i-d.biz

With copies to:

«SecondSigner», «Title2ndSigner»
«Center_location»
«AdminEmail»

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.
- B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*
- C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §445, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") residing at www.rampla.org, prior to award of a City contract.
- D. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of the Executive Directive Number FY 12-0001.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **January 1, 2023** and end **December 31, 2023**, with the option to renew for up to two (2) additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services as follows:

- A. Have available at all times the staff, equipment, facilities, and instrumentalities required to perform the services herein. Services include, but are not limited to, assisting LAHD investigate Rent Stabilization Ordinance (RSO) and non-RSO allegations of violations of the Los Angeles Municipal Code (LAMC) involving illegal rent increases, illegal evictions, failure to pay relocation assistance, and tenant harassment.
- B. Be able to fill the occasional needs of LAHD for qualified paralegals and other staff on a non-permanent basis in the rental housing industry and other housing services, as requested.
- C. Ensure that all temporary staff provided to LAHD have completed Employment Eligibility Verification Form I-9.
- D. Be able to provide a list of potential qualified temporary staff within 24 hours upon request that includes a current resume and completed application form that will be provided to LAHD.
- E. Ensure that temporary staff are available to provide said services at the times, locations and dates requested by the LAHD.
- F. Ensure that all temporary staff are willing to submit to fingerprinting and a background check prior to starting work.
- G. Provide the contracted service in a timely, accurate and efficient manner.
- H. Prepare an invoice for each job in accordance with §301.B.
- I. Provide for, at no additional cost to the City, all of Contractor's overhead expenses including, but not limited to, parking, clerical, telephone, related tax and license fees and other overhead costs.

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Eight Hundred Thousand Dollars (\$800,000). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.
- B. The Contractor shall submit monthly invoices to Los Angeles Housing Department. Each monthly invoice shall: a) be submitted on the Contractor's letterhead; b) include

the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

- C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

§403. Time of Effectiveness

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

- A. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of Section 405 herein.

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related

to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).

- b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor’s ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A “Termination for Convenience”.
 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized the City personnel or the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the City shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from to time.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in Interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including

the Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 21) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. the Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights

worldwide in any Work Products originated and prepared under this Contract. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause the City irreparable harm. The City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the City from seeking or obtaining any other relief to which the City may be entitled.

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

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

§423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit A hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

§426. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the “Equal Employment Practices” provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

The Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical

provision (http://clkrep.lacity.org/onlinedocs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf).

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors,

nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/contracting/LBP_Ordinance_181910.pdf).

§436. Iran Contracting Act

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

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

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

in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

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

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

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

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

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

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

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

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the

content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

§444. Conflict of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
- c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. 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.

§447. 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.

§448. Work Not in Scope of Services

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

- B. Effective October 20, 2021, pursuant to Los Angeles Administrative Code Section 4.700, et seq., any and all employees of the Contractor and/or persons working on their behalf who (1) interact with City employees, (2) are assigned to work on City property for the provision of services, and/or (3) come into contact with the public during the course of work specified in this Agreement on behalf of the City must be fully vaccinated with the Covid-19 vaccine. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§449. Compliance With Current Applicable Safety Protocols And Laws

The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders related to the COVID-19 pandemic to ensure the health and safety of both the Contractor's employees, any subcontractors, and the public.

§450. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

§451. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following

information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Counterparts and Electronic Signatures

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

§503. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page left intentionally blank.]

[Signatures begin on the next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

Executed this _____ day of _____, 2022

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

Date _____

ANN SEWILL
General Manager
Los Angeles Housing Department

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Date _____

Executed this _____ day of _____, 2022

For: PARTNERS IN DIVERSITY, INC.

(Contractor's Corporate Seal)

By _____
Arlene M. Apodaca
Vice President

By _____
(Print Name)
(Title)

City Business License Number: 0002635914-0001-1

Internal Revenue Service ID Number: 81-0555962

Council File/CAO File Number: _____ Date of Approval: _____

Said Agreement is Number _____ of City Contracts

EXHIBIT A

INSURANCE REQUIREMENTS
Required Insurance and Minimum Limits

Name: Partners in Diversity, Inc. Date: _____

Agreement/Reference: Paralegal & Other Temporary Services

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

Limits

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

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

General Liability \$ 1,000,000

Products/Completed Operations Sexual Misconduct
 Fire Legal Liability _____

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

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

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

All Risk Coverage Boiler and Machinery
 Flood Builder's Risk
 Earthquake _____

Pollution Liability \$ _____

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

Other:

NAME : **Analyst's Name**
CITY AGENCY: Los Angeles Housing Dept
ADDRESS: 1200 W. 7th Street, 4th Flr
Los Angeles, CA 90017
TELEPHONE:

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

(Rev. 05/18)

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at www.lacity.org/BCA/lwo_retaliation_english.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_spanish.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-6480

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480 — Fax: (213) 847-5566

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services will be compensated according to the following fee schedule:

DRAFT