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City of Los Angeles



LOS ANGELES HOUSING DEPARTMENT

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Eric Garcetti, Mayor

November 10, 2022

Council Files: 21-0042, 19-0685-S1, 21-0600

Council District: Citywide

Contact Persons:

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Honorable Members of the City Council
City of Los Angeles
c/o City Clerk, City Hall
200 North Spring Street
Los Angeles, CA 90012

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORITY TO EXECUTE CONTRACTS FOR THE EVICTION DEFENSE PROGRAM (EDP) AND APPROPRIATE FUNDING FROM THE EMERGENCY RENTERS ASSISTANCE PROGRAM (ERAP2), SENATE BILL 2 - YEAR 2 PERMANENT LOCAL HOUSING ALLOCATION, AND GENERAL CITY PURPOSES (GCP) FUNDS

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests authority to execute an amendment to increase the total contract compensation with the Legal Aid Foundation of Los Angeles (C-138260) for the Eviction Defense Program. Approval of this request will expand funding to continue eviction defense services and allocate funds allotted from the Emergency Renters Assistance Program (ERAP2) created under the American Rescue Plan (C.F. No. 21-0042) in accordance with the executed Standard Agreement with the California Department of Housing and Community Development (HCD); the Senate Bill 2 - Permanent Local Housing Allocation (PLHA) to the City of Los Angeles for Year 2 of the five-year cycle (C.F. No. 19-0685-S1); and General City Purposes (C.F. No. 21-0600). In addition, LAHD recommends increasing the maximum rental assistance from \$5,000 to \$20,000 per eligible household for rental assistance in order to prevent tenant displacement.

RECOMMENDATIONS

- I. That the City Council, subject to the approval of the Mayor:
 1. AUTHORIZE the General Manager of LAHD, or designee, to execute a contract amendment with the Legal Aid Foundation of Los Angeles (C-138260). This amendment will increase the contract amount by \$16,823,675.20 (\$5,000,000 ERAP2 funds, \$1,872,717.20 Year 2 PLHA funds and \$9,950,958 GCP Funds) for a new total contract amount of up to \$27,576,824.20, as shown in the table below and extend the contact term through June 30, 2025, in substantial conformance with the attached draft pro forma Agreement, subject to contractor's performance, funding availability, and approval of the City Attorney as to form.

An Equal Opportunity Employer

Legal Aid Foundation of Los Angeles (Contractor) Agreement Number (C-138260)		
Contract Activity	Contract Term	Contract Amount
Initial Contract	April 26, 2021 - April 25, 2022	\$7,114,510
First Amendment	April 26, 2021 - April 25, 2022	\$500,000
Second Amendment	April 26, 2021 - June 30, 2024	\$153,000
Third Amendment	April 26, 2021 - June 30, 2024	\$2,885,639
Fourth Amendment	April 26, 2021 - June 30, 2024	\$100,000
Fifth Amendment	April 26, 2021 - June 30, 2025	\$16,823,675.20
Total		\$27,576,824.20

2. AUTHORIZE the General Manager of LAHD, or designee, to execute a sole-source contract with the Housing Initiative at Penn (HIP), commencing on or about December 1, 2022, for a term of twelve (12) months, in an amount not to exceed \$200,000 from the Affordable Housing Trust Fund, Fund No. 44G/43 Account No. 43WB91, with option to extend for an additional twelve (12) months, for program data collection and evaluation services, subject to contractor's performance, funding availability, and approval of the City Attorney as to form.
3. RESOLVE that the City Council find that the services to be performed by Housing Initiative at Penn 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 in accordance with Charter Section 1022.
4. AUTHORIZE the appropriations listed below to increase LAHD's capacity to continue to provide program oversight and monitor eviction defense services through the EDP.
5. AUTHORIZE the Controller to:
 - a. Allocate the available Emergency Renters Assistance Program (ERAP2) funding amount of \$6,443,159.70 within Fund 64D as follows:

Appropriation Account Number	Appropriation Account Name	Amount
43WA51	Eviction Defense ERAP State	\$5,000,000.00
43WA61	Admin Reserve ERAP State	\$1,443,159.70
Total		\$6,443,159.70

- b. Establish and allocate the Year 2 Permanent Local Housing Allocation funding amount of \$2,037,666.85, within Fund 64R as follows:

Appropriation Account Number	Appropriation Account Name	Amount
43WC03	Eviction Prevention Rental Assistance	\$1,872,717.20
43W143	LAHD	\$123,140.85
43W299	Reimbursement to the General Fund	\$41,808.80
Total		\$2,037,666.85

- c. Increase appropriation in the amount of \$107,079.00 for Account No. 001010 Salaries and \$16,061.85 for Account No. 006030 Leasing within Fund No. 100/43 LAHD Administration.
- d. Establish appropriation Account No. 43WB91, Homeless Prevention and Eviction Defense Program within Affordable Housing Trust Fund, Fund No. 44G/43.
- e. Transfer \$10,150,958.00 from the General City Purposes Fund No.100/56, Account No. 000951, Homeless Prevention and Eviction Defense to the Affordable Housing Trust Fund, Fund No. 44G/43 Appropriation Account No. 43WB91-Homeless Prevention and Eviction Defense Program and expend funds from the above accounts upon written demand of the LAHD General Manager, or designee.
6. INSTRUCT LAHD to reallocate funds from the Administrative Reserve Account to fund staffing, translation, outreach, and other administrative costs up to the amount available from that account.
7. APPROVE an increase in the EDP maximum rental assistance per eligible household from \$5,000 to \$20,000 to maximize the EDP legal services providers' ability to negotiate settlements with landlords in order to prevent tenant displacement.
8. AUTHORIZE the LAHD Manager, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and the City Council actions related to this matter, subject to the approval of the CAO, and request the Controller to implement these instructions.

BACKGROUND

On September 1, 2020, the Mayor and the City Council instructed the LAHD to develop a COVID-19 Emergency Eviction Defense Program (EDP) to mitigate the potential disproportionate eviction impact on low-income communities after tenant eviction moratoriums expire (C.F. No. 20-1084). The approved motion authorized \$7,114,510 in federal CDBG-CV funds to support the Program and approved a sole-source contract with the Legal Aid Foundation of Los Angeles (LAFLA), for a period of one-year, executed effective April 26, 2021.

On July 1, 2021, the Mayor and the City Council adopted the City Administrative Officer and

Chief Legislative Analyst joint report (C.F. No. 20-0600-S83), dated April 12, 2021, relative to funding recommendations regarding the reinvestment of \$88.8 million previously allocated to the Los Angeles Police Department (LAPD) for disadvantaged and impacted communities. Pursuant to C.F. No. 20-0600-S83, LAHD was appropriated \$500,000 to be used for eviction defense services provided by the LAFLA for residents and businesses in Council District 10. On July 7, 2021, LAHD executed the first amendment to the LAFLA contract to increase the funding amount by \$500,000 for a new total of \$7,614,510 and amended the scope of work to provide targeted eviction defense services in Council District 10 for the “Stay Housed LA-CD10” program.

The EDP was officially launched and began providing services on July 1, 2021. The City of Los Angeles partnered with Los Angeles County, as well as local community and legal service providers to keep City residents in their homes by providing information and resources through the Stay Housed L.A. platform, which can be accessed at <https://www.stayhousedla.org>. The Stay Housed L.A. platform provides referrals and information about tenant rights in the City of Los Angeles, available legal assistance, and educational workshops.

On August 25, 2021, the City Council adopted the reallocation of Emergency Renters Assistance Program (ERAP) funding available for EDP, adjusting the amount previously allocated for eviction defense services from \$3,000,000 to \$1,638,637 to redistribute the funds available for ERAP administrative and support services to meet operational needs (C.F. No. 21-0042).

On April 1, 2022, the Mayor and the City Council adopted the Ad Hoc on Covid-19 Recovery and Neighborhood Investment and Housing Committee’s report pertaining to the acceptance of funding allocation of the HOME Investment Partnerships American Rescue Plan (HOME-ARP) for homelessness assistance and supportive services. C.F. No. 20-1433-S2 authorized LAHD to amend the contract with the Legal Aid Foundation of Los Angeles to allocate an additional amount up to \$10,200,000 from HOME-ARP funding source and extend the contract term through June 30, 2024. However, the execution of the contract amendment to add the HOME-ARP funds to the LAFLA contract is currently pending approval of the HOME-ARP Allocation Plan from the U.S. Department of Housing and Urban Development.

On May 25, 2022, LAHD executed the second amendment to the LAFLA contract to increase the funding amount by \$153,000 in accordance with C.F. No. 22-0414 for a new contract total of \$7,767,510.00 and amended the scope of work to provide additional eviction defense services to residents of Council District 11. In addition, C.F. No. 20-1433-S2, authorized LAHD to amend the LAFLA contract term through June 30, 2024.

On June 29, 2022, LAHD received authority to execute the third contract amendment with LAFLA, to increase the contract amount by \$2,885,639.00, to include \$1,638,637.00 in ERAP funds and \$1,247,002.00 in Year 1 PLHA funds (C. F. No. 20-1084-S1) for a new total contact amount of up to \$10,653,149.

On November 1, 2022, the City Council adopted C.F. No. 22-0414-S1, authorizing LAHD to execute an amendment with LAFLA to increase the funding amount by \$100,000 to expand eviction defense services in Council District 11, for a new contract total of \$10,753,149.

Emergency Rental Assistance Program (ERAP2)

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law. Section 3201 of Subtitle B of Title III of ARPA established the federal Emergency Rental Assistance Program (ERAP2) and authorized the direct allocation of emergency rental assistance funds to states, and local governments. The ERAP2 funds are intended to assist households that are unable to pay rent and utilities during or due to the novel coronavirus disease (COVID-19) pandemic. AB 832 established Round 2 of the State of California's program for administering its share of ERAP2 funds and authorized the HCD to administer the State Rental Assistance Program – Round 2 funds.

The State Rental Assistance Program was established to help eligible households cover rental and utilities arrears, to assist with prospective payments for rent and utilities, and to provide funding for housing stabilization services and other housing related expenses, in order to prevent evictions and maintain housing stability during the COVID-19 pandemic.

Standard Agreement - Supplemental Administrative Costs Grant

On August 25, 2021, the Mayor and City Council adopted C. F. No 21-0042, which approved the certification for the City to select Option A for the Emergency Rental Assistance Program (ERAP2) and authorized the City to enter into a Standard Agreement with the California Department of Housing and Community Development (HCD) under the authority and in furtherance of the State Rental Assistance Program – Round 2 and administer ERAP2 funds for residents of the City of Los Angeles. The Standard Agreement with HCD was executed on February 14, 2022.

Under the State rules for ERAP2, Option A, 3% of the funding allocated may be retained by local cities to pay for related program costs, such as multi-lingual outreach, application support, program monitoring, data evaluation, and eviction defense and housing stability services. This administrative reserve would be deployed to complement HCD's funding to support Los Angeles applicants.

On February 23, 2022, in accordance with Exhibit E, Special Terms and Conditions of the Standard Agreement, the City received a total grant amount of \$6,443,159.70 in ERAP2 funds for supplemental administrative costs from HCD. Of this supplemental administrative costs grant, \$5 million is available to fund eviction defense services and the balance of \$1,443,159.70 is needed for LAHD support and administrative costs. LAHD recommends the allocation of \$5 million to continue and support the EDP services, particularly as the City begins to lift the temporary COVID-19 tenant protections.

General City Purposes- Homeless Prevention and Eviction Defense

On June 2, 2021, the Mayor and the City Council adopted the Budget Resolution for Fiscal Year 2021-22 (C.F. No. 21-0600), appropriating \$10,150,958.00 in the General City Purposes Fund No.100/56, Account No. 000951, Homeless Prevention and Eviction Defense for financial assistance, counseling, and other support services to prevent families and individuals from being evicted or becoming homeless.

On July 7, 2022, the Mayor and the City Council adopted the Fourth (Year-End) Financial Status Report for Fiscal Year 2021-22 (C.F. No. 21-0600-S115), which re-appropriated the \$10,150,958.00 in the General City Purposes Fund No.100/56, Account No. 000951, Homeless Prevention and Eviction Defense to Fiscal Year 2022-23. This funding is earmarked for eviction defense as part of the City's commitment to addressing homelessness and housing instability in the City of Los Angeles, especially as the City continues to deal with the economic impact of COVID-19 and as the COVID-19 eviction protections are lifted.

By combining the GCP funds with other sources of funds allocated for eviction defense services, the City can provide optimum rental assistance to Angelenos as the GCP funds are less restrictive than the other funding sources.

Year 2 Permanent Local Housing Allocation

On April 12, 2022, the Mayor and the City Council adopted the PLHA program activities, approved budget and program implementation for years 1 and 2 (C.F. No. 19-0685-S1), which appropriated a total of \$1,247,002.00 in Year 1 PLHA funds for eviction prevention rental assistance and \$2,037,667.85 as part of the Year 2 PLHA Allocation Budget for fiscal Year 2022-2023. The Eviction Defense Program will receive an annual rental assistance allocation from the PLHA, for an estimated total of over \$7 million during the five-year plan period.

On November 30, 2021, the LAHD entered into a Standard Agreement with the California Department of Housing and Community Development to accept and administer the Year 1 PLHA grant funds totaling \$26,219,573 for housing-related projects and programs that assist in addressing the City's unmet housing needs (C.F. No. 19-0685).

On June 22, 2022, the Standard Agreement was amended, to include the May 3, 2021, Notice of Funding Availability funds, accept and administer the Year 2 PLHA grant funds totaling \$40,753,337, for a new Agreement amount of \$66,972,910. The City has now received Year 1 and Year 2 PLHA funds.

In accordance with the approved Year 2 PLHA Program Allocation Budget for Fiscal Year 2022-2023 (C.F. No. 19-0685-S1), the Eviction Defense Program will receive a total amount of \$2,037,667.85 (includes program funding and administrative costs) to provide rental assistance to renters in the City to prevent displacement and homelessness. The rental assistance services will be carried out under the City's existing Eviction Defense Program contract with the Legal Aid Foundation of Los Angeles.

Under the PLHA program requirements, this funding is allocated for payment of prospective rents for households vulnerable to displacement and at-risk of homelessness and may not be used to cover rental arrears. Rental assistance provided from this source must be provided to cover full or partial rent pursuant to PLHA guidelines to enable an eligible renter to secure or retain housing to prevent displacement and/or homelessness.

The Year 2 PLHA funds (\$1,872,717.20) will assist low-income households who are experiencing or are at risk of homelessness due to high prospective rent burden payments and other economic factors. LAFLA's subcontractor, the Southern California Housing Rights Center, will conduct the screening and determine eligibility (households must be City residents at or below 30% AMI

level) to receive the prospective rental assistance, supportive and/or case management services.
SERVICES TO BE PROVIDED

As the lead agency for the City's Eviction Defense Program, LAFLA and subcontractors will continue to provide services in concurrence with the adopted EDP framework (C.F. No. 20-1084) and as specified in the EDP contract scope of work and contractor responsibilities (Exhibit G), which consist of the following:

- Task 1: Public Awareness Campaign
- Task 2: Education & Outreach
- Task 3: Emergency Legal Assistance
- Task 4: Case Management
- Task 5: Collaboration
- Task 6: Rental Assistance
- Task 7: Data Collection

Since the start of the EDP in July 2021, Stay Housed LA outreach and education services have reached over 340,000 tenants through social media, direct text banking, flier distribution, mailers and door to door outreach. Additionally, the Stay Housed LA coalition partners have held over 330 City of LA educational events and provided over 1,250 tenant navigations services. Approximately 1,000 households have been assisted with full scope legal representation, and approximately 3,000 households have received limited scope legal support. The additional respective funding referenced herein will further assist Angelenos against the threat of evictions and promote housing stability to keep Los Angeles housed.

Rental Assistance Increase

Through the EDP contract, LAFLA will provide short-term rental assistance to aid tenants in stabilizing their housing before, during, or after the conclusion of an eviction case, especially in cases where payment of rental arrearages is necessary to prevent eviction. Funds will be administered by the LAFLA subcontractor, the Southern California Housing Rights Center (SCHRC). Under the original EDP framework, rental assistance was limited to up to six months' rent or \$5,000 per household, whichever is less based on the available data on average rental arrearages. However, during the administration of the ERAP, it has become clear that initial estimates for average rental arrearages were significantly below actual rent debt during the pandemic.

As the City, state and federal COVID-19 rental assistance programs matured and are nearing completion, program data indicate that the average monthly rent for approved households was \$1,615, and the average payment for rental assistance was \$12,105.00. While the average number of months of rental assistance paid was 8 months, some households needed rental assistance for the full 15-18 months for which they were eligible under the ERAP regulations. Legal service providers contracted for the EDP report that they have not utilized funds reserved for rental assistance because the current maximum levels are too low to persuade landlords to cancel the eviction. Consequently, LAHD recommends increasing the maximum rental assistance under the EDP from \$5,000 to \$20,000. This amount is in line with the maximum rental assistance established by L.A. County. Further, this amount was recommended by the legal service providers in order to successfully negotiate with landlords in order to cure the rental arrears and maintain the

tenants in their current housing.

Additionally, in order to expeditiously assist qualifying families with rental assistance, it is necessary to advance funds to the Legal Aid Foundation of Los Angeles in the amount of \$1,000,000.00 to prevent evictions and disruptive displacements, and/or to stabilize tenants in new housing.

Sole-Source Contract Entity for Data Collection and Evaluation

The initial EDP program design approved by the City Council set aside \$200,000 from funding reserved for administrative costs for eviction data collection. Since 2020, LAHD has collaborated with the Housing Initiative at Penn (HIP) in data gathering for the City's ERAS and ERAP programs. On September 4, 2020, the City of Los Angeles entered into a data sharing Memorandum of Understanding with HIP to formally evaluate the ERAS program by 1) periodically surveying tenants and landlords who applied for the program, and 2) linking survey responses to data collection about assistance received. HIP continues to conduct follow-up surveys with program applicants and plans to release a final report measuring the impact of the program in 2023. Additionally, HIP is partnering with the Housing Authority of the City of Los Angeles (HACLA) to conduct a multi-year study of the 2017 housing voucher lottery and is the official evaluation partner for the County of Los Angeles Rental Assistance Program (as of November 2020), for the State of California's COVID-19 Rent Relief Program (as of March 2021), and is evaluating rent relief efforts in several other cities nationwide.

Due to the deep knowledge of the City's pandemic relief efforts for tenants, HIP is uniquely qualified to extend its work to perform data collection and evaluation for the EDP. Because of their unique qualifications and on-going work on the City's pandemic relief efforts, LAHD recommends the HIP as the sole-source contract entity to conduct data collection and an evaluation of the EDP, to help inform the program's implementation progress (for example, where formal and informal evictions are most frequently occurring and how different demographic populations and neighborhoods are impacted) as well as to help assess outcomes for each of the outlined interventions and to identify best practices and/or needed program adjustments.

HIP will provide the following:

- Quantify the demand for services and understand the demographics and housing circumstances of tenants seeking assistance.
- Capture the impact and outcomes of services on tenants and landlords:
 - Stability of households served;
 - Behaviors changed;
 - Government cost savings for each intervention; and
 - Direct/indirect impact towards homelessness prevention.
- Summarize short, medium, and long term implications and lessons learned for local policymakers who will decide whether to consider funding these activities beyond COVID-19 response efforts and emergency tenant protections.

CONCLUSION AND SUMMARY

As the City prepares to lift the emergency renter protections that have been a critical tool in the City's efforts to keep Angelenos safely housed during the pandemic crisis, it is critical that the City maintain and expand eviction defense services for the City's estimated 884,000 renter

households, 56% of whom are rent-burdened and 30% who are severely rent-burdened. The Council recently instructed the LAHD to report on gaps in existing tenant protections. The recommendations in this report will augment the City's efforts to support renters and prevent illegal tenant displacement.

The request in this transmittal will appropriate funding available under the ERAP2 created under the American Rescue Plan, PLHA and General City Purposes and authorize LAHD to execute a contract amendment with LAFLA, to add funding in the amount of \$5,000,000 in ERAP2 funds, \$1,872,717.20 in PLHA funds and \$9,950,958.00 in GCP funds, and extend the contract term through June 30, 2025 to continue to assist eligible households with eviction defense services; provide rental assistance to cover rental and utilities arrears and prospective rent to stabilize households at risk of eviction; execute a sole-source contract with HIP for data collection/evaluation services; and increase the allowable rental assistance per eligible household from \$5,000 to \$20,000. With this pool of funding, LAHD estimates that approximately 10,000 households will be assisted with eviction defense legal services and outreach and education services reaching approximately 1,000,000 constituents will be conducted via the Stay Housed LA public awareness campaign, workshops, webinars and tenant navigation services through June 30, 2025.

FISCAL IMPACT

The actions in this report will be supported with ERAP2 funds (\$6,443,159.70), SB 2 Permanent Local Housing Allocation funds (\$2,037,666.85) and General City Purposes funds previously allocated for this purpose (\$10,150,958).

Approved By:



ANN SEWILL
General Manager
Los Angeles Housing Department

ATTACHMENTS:

LAFLA 138260-5_Proforma
The Housing Initiative at Penn (HIP)_Proforma

FIFTH AMENDMENT
TO AGREEMENT NUMBER C-138260 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL AID FOUNDATION OF LOS ANGELES

THIS FIFTH AMENDMENT to Agreement Number C-138260 (“Agreement”) of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the “City,” and Legal Aid Foundation of Los Angeles, a California nonprofit corporation, hereinafter referred to as the “Contractor.”

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective April 26, 2021, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, on July 7, 2021, the City and the Contractor entered into the First Amendment to (a) add additional funds in the amount of Five Hundred Thousand Dollars (\$500,000) for a new total of Seven Million Six Hundred Fourteen Thousand Five Hundred Ten Dollars (\$7,614,510); and (b) amend Exhibit G to add additional scope of work; and

WHEREAS, on May 24, 2022, the City and the Contractor entered into the Second Amendment to (a) add additional funds in the amount of One Hundred Fifty-Three Thousand Dollars (\$153,000) for a new total of Seven Million Seven Hundred Sixty-Seven Thousand Five Hundred Ten Dollars (\$7,767,510); and (b) extend the term of the Agreement to June 30, 2024; and

WHEREAS, on August 3, 2022, the City and the Contractor entered into the Third Amendment to (a) add additional funds in the amount of Two Million Eight Hundred Eighty-Five Thousand Six Hundred Thirty-Nine Dollars (\$2,885,639) for a new total of Ten Million Six Hundred Fifty-Three Thousand One Hundred Forty-Nine Dollars (\$10,653,149); and (b) amend Exhibit G to add additional scope of work; and

WHEREAS, on [XXXXber XX, 2022], the City and the Contractor entered into the Fourth Amendment to (a) add additional funds in the amount of One Hundred Thousand Dollars (\$100,000) for a new total of Ten Million Seven Hundred Fifty-Three Thousand One Hundred Forty-Nine Dollars (\$10,753,149); and (b) amend Exhibit G to add additional scope of work; and

WHEREAS, Section PSC-5 “Amendment” of Exhibit A of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by the City Council and the Mayor (Council File ##-#### adopted by City Council on TBA, and concurred by the Mayor on TBA), which authorizes the General Manager of the City’s Los Angeles Housing Department to prepare and execute an amendment to the Agreement

for the purpose of: (a) adding additional funds in the amount of **Sixteen Million Eight Hundred Twenty-Three Thousand Six Hundred Seventy-Five Dollars and Twenty Cents (\$16,823,675.20)** for a new total of **Twenty Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$27,576,824.20)**; (b) extending the agreement term by 12 months through **June 30, 2025**; (c) amending Exhibit A to add standard City contract provisions and (d) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the City and the Contractor agree that the Agreement be amended as follows:

[Remainder of page intentionally left blank.]

FIFTH AMENDMENT

- §1. Amend Section 201 “Time of Performance,” to delete the current ending date of “June 30, 2024” and replace it with “June 30, 2025.”

This Amendment adds an additional twelve (12) months for a total term of fifty (50) months and four (4) days.

- §2. Section 301.A, “Compensation and Method of Payment,” paragraph “1” shall be amended by deleting paragraph “1” and replacing it with the following:

“1. The City shall pay Contractor an amount not to exceed Twenty-Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$27,576,824.20), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG) funds, the City’s General Funds, the Emergency Rental Assistance Program (ERAP) funds, and the SB 2 Permanent Local Housing Allocation (PLHA) funds and shall be expended in accordance with the approved Budget. Contractor’s right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City’s indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein. With respect to eligibility requirements and legal services provided in Exhibit G (as amended), Scope of Work, under the section entitled ‘Stayed Housed LA CD-10 and CD-11’, as to the use of the \$500,000 authorized specifically for outreach in CD 10 (Council File Number 20-0600-S83) and the \$253,000 authorized specifically for outreach in CD 11 (Council File Numbers 22-0414 and 22-0414-S1), both items funded by the City’s General Fund, the Contractor shall not be subject to Community Development Block Grant-CV.”

This amendment adds Sixteen Million Eight Hundred Twenty-Three Thousand Six Hundred Seventy-Five Dollars and Twenty Cents (\$16,823,675.20).

Of the total amount of compensation, Contractor may request the approval of advance payment from the City in an amount not to exceed One Million Dollars (\$1,000,000) to prevent evictions and disruptive displacements, and/or to stabilize tenants in new housing. Contractor in receipt of advance payment(s) authorized by the City shall provide supporting documentation for all rental assistance payments in the format prescribed by the City.

- §3. Amend Exhibit A “Standard Provisions for City Contracts,” by deleting it in its entirety and replacing it with the revised Exhibit A – Standard Provisions for City Contracts, attached hereto and incorporated by reference.
- §4. Amend Exhibit G “Scope of Work and Contractor Responsibility” Task 6 “Eviction Prevention Rental Assistance,” by replacing all references to the maximum rental assistance amount of “\$5,000” with “\$20,000.”

- §5. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §6. This Amendment may be executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes five (5) pages and one (1) exhibit, which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Executed this ____ day of _____ 20XX

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

ANN SEWILL
General Manager
Los Angeles Housing Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Executed this ____ day of _____ 20XX

Date _____

For: LEGAL AID FOUNDATION OF LOS ANGELES

(Contractor's Corporate Seal)

By _____
Silvia Argueta
Executive Director

UEI Number: PA3DKB9K3YA3

City Business License Number: 0000017314-0001-2

Internal Revenue Service ID Number: 95-1684067

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

Said Agreement is Number C-138260 of City Contracts, Amendment 5

EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1.	CONSTRUCTION OF PROVISIONS AND TITLES HEREIN	1
PSC – 2.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC – 3.	TIME OF EFFECTIVENESS	1
PSC – 4.	INTEGRATED CONTRACT	1
PSC – 5.	AMENDMENT	1
PSC – 6.	EXCUSABLE DELAYS	2
PSC – 7.	WAIVER	2
PSC – 8.	SUSPENSION	2
PSC – 9.	TERMINATION	2
PSC – 10.	INDEPENDENT CONTRACTOR	4
PSC – 11.	CONTRACTOR'S PERSONNEL	4
PSC – 12.	ASSIGNMENT OR DELEGATION	4
PSC – 13.	PERMITS	4
PSC – 14.	CLAIMS FOR LABOR AND MATERIALS	5
PSC – 15.	CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED	5
PSC – 16.	RETENTION OF RECORDS, AUDIT AND REPORTS	5
PSC – 17.	BONDS	5
PSC – 18.	INDEMNIFICATION	5
PSC – 19.	INTELLECTUAL PROPERTY INDEMNIFICATION	5
PSC – 20.	INTELLECTUAL PROPERTY WARRANTY	6
PSC – 21.	OWNERSHIP AND LICENSE	6
PSC – 22.	DATA PROTECTION	6
PSC – 23.	INSURANCE	7
PSC – 24.	BEST TERMS	7
PSC – 25.	WARRANTY AND RESPONSIBILITY OF CONTRACTOR	7
PSC – 26.	MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT	7
PSC – 27.	CHILD SUPPORT ASSIGNMENT ORDERS	8
PSC – 28.	LIVING WAGE ORDINANCE	8
PSC – 29.	SERVICE CONTRACTOR WORKER RETENTION ORDINANCE	8
PSC – 30.	ACCESS AND ACCOMMODATIONS	8
PSC – 31.	CONTRACTOR RESPONSIBILITY ORDINANCE	9
PSC – 32.	BUSINESS INCLUSION PROGRAM	9
PSC – 33.	SLAVERY DISCLOSURE ORDINANCE	9

PSC – 34.	FIRST SOURCE HIRING ORDINANCE	9
PSC – 35.	LOCAL BUSINESS PREFERENCE ORDINANCE	9
PSC – 36.	IRAN CONTRACTING ACT	9
PSC – 37.	RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS	9
PSC – 38.	CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS	10
PSC – 39.	LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR	10
PSC – 40.	COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS	10
PSC – 41.	COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164	10
PSC – 42.	POSSESSORY INTERESTS TAX	11
PSC – 43.	CONFIDENTIALITY	11
PSC – 44.	COVID-19	11
PSC – 45.	CONTRACTOR DATA REPORTING	11

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

PSC – 3. TIME OF EFFECTIVENESS

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

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

PSC – 4. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC – 5. AMENDMENT

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

PSC – 6. EXCUSABLE DELAYS

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

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

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

PSC – 7. WAIVER

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

PSC – 8. SUSPENSION

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

PSC – 9. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **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 **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC – 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC – 11. CONTRACTOR'S PERSONNEL

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

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

PSC – 12. ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

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

PSC – 13. PERMITS

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

PSC – 14. CLAIMS FOR LABOR AND MATERIALS

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

PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS

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

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

PSC – 17. BONDS

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

PSC – 18. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**,

including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC – 20. INTELLECTUAL PROPERTY WARRANTY

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

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

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

PSC – 22. DATA PROTECTION

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

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

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

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

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

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

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

PSC – 33. SLAVERY DISCLOSURE ORDINANCE

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 34. FIRST SOURCE HIRING ORDINANCE

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 36. IRAN CONTRACTING ACT

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

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 39. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal

Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC – 42. POSSESSORY INTERESTS TAX

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

PSC – 43. CONFIDENTIALITY

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

PSC – 44 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

PSC – 45 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.

PROFESSIONAL SERVICES AGREEMENT

Contractor: The Housing Initiative at Penn

Title: Eviction Defense Program Data Collection and Evaluation Services

Said Agreement is Number _____ of City Contracts.

Table of Contents

I.	INTRODUCTION.....	2
§101.	Parties to the Agreement	2
§102.	Representatives of the Parties and Service of Notices.....	2
§103.	Conditions Precedent to Execution of This Agreement	3
II.	TERM AND SERVICES TO BE PROVIDED	3
§201.	Time of Performance.....	3
§202.	Services to be Provided by the Contractor.....	3
III.	PAYMENT.....	4
§301.	Compensation and Method of Payment	4
IV.	STANDARD PROVISIONS	5
§401.	Construction of Provisions and Titles Herein	5
§402.	Applicable Law, Interpretation and Enforcement	5
§403.	Time of Effectiveness	6
§404.	Integrated Contract.....	6
§405.	Amendment	6
§406.	Excusable Delays	6
§407.	Waiver	7
§408.	Suspension	7
§409.	Termination	7
§410.	Independent Contractor.....	9
§411.	Contractor's Personnel.....	9
§412.	Assignment and Delegation	10
§413.	Permits	10
§414.	Claims for Labor and Materials	10
§415.	Current Los Angeles City Business Tax Registration Certificate Required	10
§416.	Retention of Records, Audit, and Reports.....	10
§417.	Bonds.....	11
§418.	Indemnification	11
§419.	Intellectual Property Indemnification	11
§420.	Intellectual Property Warranty	12
§421.	Ownership and License	12
§422.	Data Protection	13
§423.	Insurance.....	13
§424.	Best Terms.....	13
§425.	Warranty and Responsibility of Contractor.....	14
§426.	Mandatory Provisions Pertaining to Non-Discrimination in Employment	14
§427.	Child Support Assignment Orders	14
§428.	Living Wage Ordinance.....	15
§429.	Service Contractor Worker Retention Ordinance	15
§430.	Access and Accommodations.....	15
§431.	Contractor Responsibility Ordinance	16
§432.	Business Inclusion Program.....	16
§433.	Slavery Disclosure Ordinance	16
§434.	First Source Hiring Ordinance.....	16
§435.	Local Business Preference Ordinance	16
§436.	Iran Contracting Act	17
§437.	Restrictions on Campaign Contributions and Fundraising in City Elections	17
§438.	Contractors' Use of Criminal History for Consideration of Employment Applications	17

§439.	Limitation of City’s Obligation to Make Payment to Contractor	18
§440.	Compliance with Identity Theft Laws and Payment Card Data Security	18
§441.	Compliance with California Public Resource Code Section 5164	18
§442.	Possessory Interest Tax	19
§443.	Confidentiality	19
§444.	Conflict of Interest.....	19
§445.	Disclosure of Border Wall Contracting Ordinance	21
§446.	City’s Additional Remedies.....	21
§447.	Payment Does Not Imply Acceptance of Work	22
§448.	Work Not in Scope of Services	22
§449.	Compliance With Current Applicable Safety Protocols And Laws	22
§450.	COVID-19	22
§451.	Contractor Data Reporting	23
V.	ENTIRE AGREEMENT	23
§501.	Complete Agreement	23
§502.	Counterparts and Electronic Signatures.....	23
§503.	Number of Pages and Attachments	24
VI.	SIGNATURE PAGE.....	25

Exhibits

Exhibit A	Required Insurance and Minimum Limits Instructions and Information on Complying with City Insurance Requirements
Exhibit B	Notice of Prohibition Against Retaliation
Exhibit C	Professional Fee Schedule

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
THE HOUSING INITIATIVE AT PENN

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the “City,” and The Housing Initiative at Penn, **insert legal status**, hereinafter called the “Contractor.”

W I T N E S S E T H

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 Affordable Housing 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 The Housing Initiative at Penn, **insert legal** status, having its principal office at **Contractor's address**.

§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:
Marcella DeShurley, Director, Rent Division
Los Angeles Housing Department
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017

- 2. The representative of the Contractor shall be:

«FirstSigner», «Title1stSigner»
«Contractor»
«AdminStreet»
«AdminCity», «AdminState» «AdminZip»
«AdminEmail»

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") 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 **December 1, 2022** and end **November 30, 2023**, with an option to extend for an additional twelve (12) months. 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 Eviction Defense Program (EDP) data collection and evaluation services to help inform the EDP's implementation progress. The tasks to be performed by the Contractor shall include the following:

- Quantify the demand for services and understand the demographics and housing circumstances of tenants seeking assistance.
- Capture the impact and outcomes of services on tenants and landlords:
 - Stability of households served;
 - Behaviors changed;
 - Government cost savings for each intervention; and
 - Direct/indirect impact towards homelessness prevention.
- Summarize short, medium, and long term implications and lessons learned for local policymakers who will decide whether to consider funding these activities beyond COVID-19 response efforts and emergency tenant protections.

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 Two Hundred Thousand Dollars (\$200,000). 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 time to time.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in Interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article,

process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 21) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf).
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Contractor shall fully comply with all applicable State and Federal

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to 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 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 administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§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: THE HOUSING INITIATIVE AT PENN

(Contractor's Corporate Seal)

By _____
(Print Name)
(Title)

By _____
(Print Name)
(Title)

City Business License Number:

Internal Revenue Service ID Number:

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: The Housing Initiative at Penn Date:

Agreement/Reference: Eviction Defense Program Data Collection and Evaluation 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

\$ 1,000,000

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

☒ **General Liability**

☒ Products/Completed Operations
☐ Fire Legal Liability

☐ Sexual Misconduct
☐ _____

\$ 1,000,000

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

☐ **Professional Liability** (Errors and Omissions)
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
☐ Flood
☐ Earthquake

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

\$ _____

☐ **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 Department.
ADDRESS: 1200 W. 7 th Street, 4 th 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