CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 1/14/2022

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): GSD Real Estate Services

CONTACT PERSON: John-Michael Mendoza PHONE: 213-922-8549

CONTRACT NO.: C-139771 COUNCIL FILE NO.: 21-0875

ADOPTED BY COUNCIL: 12/9/2021
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: URBAN ALCHEMY

TERM OF CONTRACT: 1/19/2022 THROUGH: 1 year

TOTAL AMOUNT: $0 LEASE

PURPOSE OF CONTRACT:

License agreement with Urban Alchemy (UA) to allow UA to utilize a LADOT owned property at 1710 North Cherokee Avenue, Los Angeles, CA 90028 in CD13 as an operations site. This operations site is part of the City's Crisis and Incident Response through Community-Led Engagement (CIRCLE) pilot program. On August 31, 2021, the Council approved a motion for GSD to negotiate a license agreement with Urban Alchemy to utilize the site for 24/7 crisis intervention services for people experiencing homelessness. The license term and any extensions will coincide with Urban Alchemy's CIRCLE service contract.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

SUMMARY OF LICENSE

For informational purposes only - not part of the License

LAND NO.:
CF NO.: Council Approval:

EBO STATUS: OCC Date:
LWO STATUS: OCC Date:
SDO STATUS: SDO affidavit receipt date:
CRO STATUS: CRO questionnaire receipt date:
EEO STATUS: EEO/AA certification receipt date:

Premises' Address:	1710 N. Cherokee Ave, Suite B, Los Angeles, CA 90028
Licensor:	City of Los Angeles
Licensee:	Urban Alchemy
Use:	Licensee is required to use and operate the Premises solely as part of City's Crisis and Incident Response through Community-led Engagement ("CIRCLE") pilot program; Licensee must operate the Premises in accordance with an existing Service Contract between Licensee and City.
Term:	Expires upon termination of the Service Contract, which is currently scheduled to terminate on June 30, 2022.
Consideration:	$0 per year in rent; Licensee to provide services at the Premises as required by the Service Contract.
Utilities:	Licensee shall pay for all utilities servicing the Premises (as defined in the License). In addition, Licensee shall pay for its share of the cost of utilities servicing the Common Areas (as defined in the License).
Custodial Services:	Licensee shall provide and pay for all custodial services for the Premises. In addition, Licensee shall pay for its share of the cost of custodial services for the Common Areas.
Maintenance:	Licensee, at its sole cost and expense, shall maintain and repair the Premises. In addition, Licensee shall pay for its share of the cost of maintaining and repairing the Common Areas.

LICENSE

Urban Alchemy

(Cherokee Parking Garage Building - 1710 N. Cherokee Ave, Suite B)

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LICENSE
Urban Alchemy
(Cherokee Parking Garage Building - 1710 N. Cherokee Ave, Suite B)

This license ("License") is entered into, for identification purposes only, as of _____, _____, by and between Urban Alchemy, a California non-profit corporation ("Licensee"), as licensee hereunder, and the City of Los Angeles, a California municipal corporation and charter city ("City"), acting by and through its Department of General Services, as licensor hereunder.

RECITALS

A. Pursuant to that certain First Amended and Restated Agreement (Contract No. C-139200) between Licensee and City, acting by and through the Office of the Mayor, which agreement was attested by the Office of the City Clerk of Los Angeles ("City Clerk") on November 5, 2021 (as may be amended from time to time, the "Service Contract", a copy of which is attached hereto as **Exhibit A**), Licensee has been engaged by City to perform services required to implement and execute a pilot program known as Crisis and Incident Response through Community-led Engagement ("CIRCLE"), which program seeks to, among other things, divert 911 calls involving non-violent incidents related to persons experiencing homelessness and prevent the need for 911 law enforcement intervention through the presence of crisis intervention teams.

B. In support of the implementation of the CIRCLE program pursuant to the Service Contract, City is willing to allow Licensee to use that certain Suite B, consisting of approximately 1,475 square feet (the "Premises", as depicted on **Exhibit B-1** attached hereto), within a City-owned building commonly known as the Cherokee Parking Garage Building (the "Building"), located at 1710 N. Cherokee Ave, Los Angeles, California 90028 (the "Building Site", as depicted on **Exhibit B-2** attached hereto), pursuant to the terms and conditions of this License.

C. The sole purpose of this License is to grant permission to Licensee to enter onto the Premises so Licensee can provide those services specified in and required under the Service Contract.

AGREEMENT

ARTICLE 1. BASIC LICENSE PROVISIONS

1.1. **Capacity Of City As Owner.** Except where clearly and expressly provided otherwise in this License, the capacity of the City of Los Angeles in this License shall be as the property owner only, and all obligations or restrictions, if any, imposed by this License on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement

functions of the City pursuant to federal, state, or local law. Nothing in this section or this License shall be construed as abrogating or limiting any immunities or exemptions which the City is entitled under the law.

1.2. **Execution Date.** The defined term "Execution Date" shall mean the date the City Clerk attests this License.

1.3. **Title To Premises.** Licensee hereby acknowledges that title to the Property (as defined below) vests with City, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Property shall be restricted to the purposes of this License and the permission given under this License. In addition, this License does not grant to Licensee any exclusive possession to any portion of the Property.

1.4. **No Interest In Real Property.** Licensee hereby acknowledges that this agreement is a license only and does not constitute a lease of or any interest in real property.

1.5. **Acknowledgment Of Taxable Interest.** No fee interest or leasehold interest in real property is hereby conveyed. However, by executing this License and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. Licensee, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. Licensee acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided. Licensee acknowledges that, by this Article, it has been informed of the necessity of filing a claim for exemption to obtain any available exemptions from said tax, and has also been advised that exemption from taxes may not be granted, and that City has no control as to whether or not such exemption will be granted.

ARTICLE 2. USE AND OPERATIONS

2.1. **Use.** Licensee agrees to exercise this License, and to use the Premises, only to the extent needed to provide those services to implement the CIRCLE program expressly stated in the Service Contract and administrative support of the CIRCLE program. In connection with Licensee's use of the Premises, as permitted hereunder, Licensee shall have ancillary use of the "Common Areas", on a shared basis with all other tenants/licensees/occupants of the Building, to the extent necessary for carrying out Licensee's obligations under the Service Contract. Any other use of any portion of the Property shall be prohibited. "Common Areas" shall include the following: the Building's common entrances, lobbies, hallways, and restrooms; the Building's elevator, stairways and access ways, ramps, drives and platforms and any passageways and service ways thereto; the Building's common systems, pipes, conduits, wires, and appurtenant equipment; the Building's loading and unloading areas, trash areas, and similar areas and facilities appurtenant to the Building; and the roadways, sidewalks, walkways, parkways, driveways, parking lots, yards/courtyards, and landscaped areas and similar areas and facilities within the Building Site that are made available for the use or benefit of all Building occupants and their invitees, licensees and other visitors. The Premises, the Building, and the Common Areas shall be collectively referred to herein as the "Property". In no event shall Licensee interfere with the occupancy and possession of other occupants within the Building.

2.2. **Hours Of Business.** Hours of business shall be as specified in the Service Contract or as otherwise required by City.

ARTICLE 3. TERM

3.1. **Term.** The term of this License ("Term") shall commence upon the Execution Date of this License and expire upon termination of the Service Contract, including any extension of the Service Contract (it being acknowledged by the parties hereto that the Service Contract is currently scheduled to terminate on June 30, 2022). In the event that the Service Contract terminates pursuant to the terms and provisions of the Service Contract, this License shall, without any notice or action, automatically terminate. In no event shall Licensee have any right to use any portion of the Property unless and until a current Service Contract has been fully executed by both the Licensee and the City. Without limiting the foregoing and notwithstanding anything to the contrary herein, City shall have the unilateral right to terminate this License at any time for any reason upon thirty (30) days' written notice to Licensee. Licensee shall have no right or claim to any payment or other form of compensation as a result of any termination of this License.

3.2. **Holdover.** In the event that Licensee remains in possession of any portion of the Property beyond the authorized Term without City's prior written consent, Licensee shall be deemed to be a licensee at sufferance and shall have no rights at all.

ARTICLE 4. NOTICES

4.1. **Notices - Where Sent.** All notices given under this License which are mailed or telecopied shall be addressed to the respective parties as follows:

To City:
City of Los Angeles
Department of General Services
Real Estate Services Division
Suite 201, City Hall South, 111 East First Street
Los Angeles, California 90012
Telecopier: (213) 922-8511

with a courtesy copy of any notice to:
Office of the City Attorney
Real Property/Environment Division
700 City Hall East
200 North Main Street
Los Angeles, California 90012
Telecopier: (213) 978-8090

To Licensee:
Urban Alchemy
1035 Market St., Suite 150
San Francisco, California 94103
Telecopier: _____

ARTICLE 5. CONSIDERATION

5.1. **Consideration.** Licensee shall not be required to pay City any rent or security deposit. As consideration of this License, Licensee hereby agrees to provide services at the Premises as required by the Service Contract and otherwise comply with the Service Contract and this License. Licensee agrees that this License shall terminate immediately upon the termination of the Service Contract.

ARTICLE 6. MAINTENANCE AND REPAIR

6.1. **Maintenance and Repair.** Licensee, at its sole cost and expense, shall maintain in good order, condition, and repair the Premises, including, but not limited to: windows; walls; floors and ceilings; doors; fixtures; appliances; electrical facilities and equipment; interior paint; security systems; smoke detectors; fire extinguishers and other related fire prevention equipment; plumbing fixtures and plumbing; and restrooms. Licensee shall not change any lock without the prior written consent of City, which consent shall be given or withheld at City's sole and absolute discretion, and which consent, if given, shall require that City be provided with at least three complete sets of all new keys. In addition, Licensee shall pay, at periodic intervals reasonably determined by City (but in no event more frequent than monthly), "Licensee's Percentage Share" of all costs of maintaining, repairing, and operating the Common Areas no later than fifteen (15) calendar days after receipt of invoice therefor from City. As used in this License, the term "Licensee's Percentage Share" shall mean 31.65%, which percentage is based on the square footage of the Premises (i.e., 1,475 sq ft) and the leasable square footage of the entire Building (i.e., 4,661 sq ft).

6.2. **Janitorial.** Licensee shall be responsible for providing and paying for janitorial/cleaning/housekeeping services and trash collection for the Premises. Licensee shall keep clean the Premises, including, but not limited to, windows, interior walls, floors and ceilings, doors, fixtures, appliances, plate glass windows and restrooms. Licensee shall promptly remove all non-hazardous trash and waste generated from its operations, to an appropriate trash dumpster as designated by City. In addition, Licensee shall pay, at periodic intervals reasonably determined by City (but in no event more frequent than monthly), Licensee's Percentage Share of all janitorial costs for the Common Areas no later than fifteen (15) calendar days after receipt of invoice therefor from City.

6.3 **Security.** Licensee, at its sole cost and expense, shall provide security at the Premises seven (7) days a week, twenty-four (24) hours a day, at a level that is sufficient to ensure the safety of visitors to the Premises and of City's and Licensee's employees, agents and invitees. Without limiting the foregoing, if a specific level of security is required by City to be provided at the Premises, Licensee shall provide such security at its sole cost and expense.

6.4 **Construction or Repair Obligation.** Unless otherwise required by law, City shall have no obligation to construct, repair, remodel, replace, and/or reconstruct any improvement within the Property before and throughout the Term. If Licensee chooses to make any improvement to any portion of the Property, such improvement shall be subject to City's prior written approval and shall be at Licensee's sole cost and expense. In the event any portion of the Property becomes unusable for the purposes provided herein, City and Licensee agree they shall meet and discuss necessary repairs or remodeling to restore the Property to a usable condition. If no agreement can be reached, then Licensee's sole remedies shall be to either correct the deficiencies at its own expense or to terminate this License upon thirty (30) days prior written notice to City, and Licensee waives any other remedy, whether in damages or in specific performance.

6.5 **Rights Reserved By City.** Without limiting any rights City may otherwise have under this License, City specifically reserves the right, from time to time, subject to its use of reasonable efforts to minimize interference with Licensee's use of the Property, and without compensation to Licensee for inconvenience or otherwise:

(a) To install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, fixtures and appurtenant meters and equipment for service to any portion of the Property, in which case City shall have responsibility for the disturbance, if any, of asbestos resulting therefrom; and

(b) To make changes to the design and layout of any portion of the Property, including without limitation, changes in the location, size, shape and number of entrances, loading and unloading areas, ingress, egress, direction of traffic, walkways, and parking areas.

ARTICLE 7. UTILITIES

7.1. **Electricity, Gas, Water And Telecommunications.** Licensee shall arrange and pay for all utilities servicing the Premises, including without limitation costs/charges of electricity, natural gas and hot and cold water. Licensee shall be responsible for arranging for the provision of any telecommunications services to the Premises, including, without limitation, telephone, internet and cable service. Any installation requirements shall first be approved by City. Charges for all telecommunications supplied to the Premises shall be paid solely by Licensee. In addition, Licensee shall pay, at periodic intervals reasonably determined by City (but in no event more frequent than monthly), Licensee's Percentage Share of all utilities costs/charges for the Common Areas no later than fifteen (15) calendar days after receipt of invoice therefor from City.

7.2. **Air Systems.** Licensee, at its sole cost and expense, shall operate, repair and maintain the heating, cooling, and control system ("HVAC") serving the Premises.

ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

8.1. **Compliance With Statutes And Regulations.** Licensee warrants and certifies that in the performance of this License and the Service Contract, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County and the City of Los Angeles, including laws and regulations pertaining to building, labor, wages, hours, and other conditions of employment. Licensee must comply with all new or revised laws, regulations and/or procedures that apply to the performance of this License and the Service Contract.

8.2. **Americans With Disabilities Act.** The Property shall be subject to the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively, the "ADA"). Licensee shall operate upon the Premises in a manner which is in compliance with the ADA. Notwithstanding anything to the contrary, if the Property is not in compliance with ADA, and if improvements or alterations to the Property are legally required to bring the Property into compliance with ADA, then Licensee shall not be obligated to pay for the cost of such improvements/alterations, and City shall, at its sole discretion, elect to either pay for such improvements/alterations or terminate this License.

8.3. **Hazardous Materials.** As used in this License, the defined term "Hazardous Materials" shall mean any hazardous or toxic substances, biohazards, medical wastes, or other materials or wastes that are or become regulated by the United States, the State of California, or any local government authority having jurisdiction over the Property. Without limiting any of the obligations described above, Licensee shall not use or permit the Property to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials without City's prior written consent, which may be denied at City's sole discretion, and then, in any of the foregoing cases, only in compliance with all laws and regulations with respect to Hazardous Materials (the "Environmental Regulations") (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-To-Know Act, as amended (together, with the regulations promulgated thereunder, "Title III") (42 U.S.C. Section 11011, et seq.) and any so-called "Superfund" or "Superlien" law), nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any sublicensee, the storage, transportation, disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials on, from or beneath the Property, or onto any other property. Upon the occurrence of any such release or threat of release of Hazardous Materials, Licensee shall promptly notify City and thereafter commence and perform, without cost to City, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Property, or other property, in strict compliance with all Environmental Regulations. Nothing in this License shall prohibit Licensee from the transportation to and from, and the use, storage, maintenance, and handling within, the Property of substances customarily used in connection with the services provided under the Service Contract provided: (1) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use of the Property set forth in Section 2.1 of this License, strictly in accordance with applicable laws and the manufacturers' instructions therefor; (2) such substances shall not be disposed of, released, or discharged at the Property, and shall be transported to and from the Property in compliance with all applicable laws; (3) if any applicable law or City's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Licensee shall make arrangements for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances at the Property; and (4) any remaining such substances shall be completely, properly, and lawfully removed from the Property upon expiration or earlier termination of this License.

8.4. **Hazardous Materials Notification.** California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property, prior to the lease or rental of that real property or when the presence of such release is actually known, to give written notice of that condition to the lessee or renter. California Health and Safety Code section 25359.7(b) requires any renter of real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property to give written notice of such condition to the owners. City and Licensee shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to Hazardous Materials.

8.5. **Safety Deficiencies and/or Violations.** Licensee shall correct safety deficiencies and/or violations of safety practices immediately and notify City of said safety deficiencies and/or violations.

ARTICLE 9. RENOVATIONS AND ALTERATIONS

9.1. **Renovations And Alterations.** Except as otherwise provided herein, if renovation or alteration to any portion of the Property is required to ensure Licensee's compliance with federal, state, and local laws and regulations, said renovation or alteration shall be at Licensee's own cost and expense and the construction shall be in accordance with plans and specifications approved by City prior to such renovation or alteration. City may deny permission for any renovation or alteration without stating any cause, unless such renovation or alteration is required by a governmental authority having jurisdiction therefor, in which case permission shall not be unreasonably withheld. All renovations, alterations and improvements of any kind, excepting Licensee's personal property and trade fixtures, shall immediately become part of the Property and shall be owned by City. Notwithstanding the foregoing, City also reserves the right to perform all approved renovations, alterations or improvements. In such case, Licensee shall reimburse City for its costs, except as otherwise provided herein.

9.2. **"As Built" Drawings.** Licensee shall submit to City reproducible "as built" drawings of all improvements approved pursuant to this License.

9.3. **Removal Of Personal Property.** Trade fixtures, equipment, furnishings and other personal property installed or placed on the Premises at the cost of Licensee shall be property of Licensee unless otherwise specified in this License or in the Service Contract. If, within seven (7) calendar days of the termination of this License, Licensee fails to remove any of such property, City may, at City's option, retain all or any of such property, and title thereto shall thereupon vest in City; or City may remove from the Premises and dispose of in any manner all or any of such property without any responsibility to Licensee for damage or destruction to said property. In the latter event, Licensee shall pay to City the actual expense of such removal and disposition and the cost of repair of any and all damages to the Property resulting from or caused by such removal.

9.4. **Claims/Nonresponsibility And Work Commencement Notices.** Nothing contained in this License shall constitute any consent or request by City, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Property and/or any or all improvements thereon or any part thereof, or as giving Licensee any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against City, acting in any capacity. City shall have the right at all times to post and keep posted on the Property any notices permitted or required by law, or which City shall deem proper for the protection of City and the Property, and any other party having an interest therein, from mechanics' and materialmen's liens, and Licensee shall give to City at least fifteen (15) calendar days prior written notice of the expected date of commencement of and work relating to alterations or additions to the Property.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1. **Insurance.** Licensee, at Licensee's own cost and expense, shall, prior to any possession or other use of the Premises, secure from an insurance company or companies licensed in the State of California and maintain

during the entire Term and any extension or holdover of this License, the insurance coverage for the Premises not less than the amounts and types listed in **Exhibit C** hereto, and as follows:

10.1.1. **General Liability Insurance.** Licensee shall provide and maintain general liability insurance in an amount not less than One Million Dollars ($1,000,000) Combined Single Limit per occurrence with no general aggregate. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate) and should provide coverage for the Premises and operations, contractual, personal injury, independent contractors, products/completed operations and fire legal liability. Proof of current insurance must be submitted to City prior to Licensee's possession of the Premises, and upon written request of the City. The City of Los Angeles, its boards, officers, agents and employees, shall be named as additional insureds on an Additional Insured Endorsement to all General Liability insurance required herein. Licensee shall furnish City with evidence of insurance showing the extent of such insurance. Should a casualty occur, the proceeds of the policy or policies of fire and extended coverage insurance shall be used to restore the Premises and the fixtures and inventory within the Premises. Such policy or policies of insurance shall include the City of Los Angeles as Loss Payee as its interests may appear.

10.1.2. **Improvements or Alterations Insurance.** Before any improvements, alterations, or construction work of any kind are performed by Licensee, Licensee shall obtain and maintain, at Licensee's expense, liability and worker's compensation insurance adequate to fully protect City as well as Licensee from and against any and all liability for death of or injury to any person or for loss or damage to property caused in or about or by reason of Licensee's construction. In addition, Licensee shall carry "Builder's All Risk" insurance in an amount reasonably approved by City covering the construction of such alterations.

10.1.3. **Workers' Compensation and Employer's Liability.** Licensee shall provide and maintain Worker's Compensation coverage in the amount required by statute and Employer's Liability coverage in an amount not less than One Million Dollars ($1,000,000) per occurrence. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate).

10.1.4. **Licensee's Property.** City will not insure Licensee's equipment, stored goods, other personal property, fixtures, or licensee improvements, nor such personal property owned by Licensee's sublicensees or assignees, if any, or invitees. City shall not be required to repair any injury or damage to any personal property or trade fixtures installed on the Premises by Licensee caused by fire or other casualty, or to replace any such personal property or trade fixtures. Licensee may, at Licensee's sole option and expense, obtain physical damage insurance covering Licensee's equipment, stored goods, other personal property, fixtures or licensee improvements or obtain business interruption insurance.

10.1.5. **Notice Of Reduction In Insurance.** All insurance policies required under this License shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery has been given to City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

10.1.6. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, City may consider this License to be in default and may terminate this License. Termination shall occur at the

expiration of a three (3) day notice. At the termination of three (3) days or sooner, Licensee shall vacate the Premises, and Licensee shall have no right to use, possess, or control the Premises, or the operations conducted therein. If Licensee does not vacate, City may utilize any and all court proceedings to obtain a right to possession.

10.1.7. **Adjustment Of Insurance Levels.** City may, from time to time during the Term or any extension or holdover of this License, applying generally accepted risk management principles, change the amounts and types of insurance required hereunder upon giving Licensee ninety (90) calendar days prior written notice.

10.2. **Waiver Of Subrogation.** Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

10.3. **Indemnification.** Except for the active negligence or willful misconduct of City, Licensee undertakes and agrees to defend, indemnify, and hold harmless City and any and all of City's boards, commissions, officers, agents, employees, assigns, and successors in interest and at the option of the City, defend by counsel satisfactory to the City, from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Licensee'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 the acts, errors, omissions, or willful misconduct on the part of Licensee, sublicensees, assignees, contractors, subcontractors or invitees of Licensee, arising out of or relating to: (1) use or occupation of any portion of the Property, (2) any repairs or alterations which Licensee may make upon the Property, (3) this License, or (4) the Service Contract. Licensee's obligation to indemnify City and save City harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made. Licensee's obligation to indemnify City, as set forth herein, shall survive the expiration or termination of this License.

ARTICLE 11. PARKING

11.1. **Parking.** During the Term of this License, City shall provide no more than two (2) unreserved parking permits to Licensee to park at the parking facility of the Building. Such parking shall be subject to availability and any parking facility rules and regulations established by City or the parking facility licensee/operator from time to time.

ARTICLE 12. ASSIGNMENT AND SUBLICENSING

12.1. **Assignment and Sublicensing Prohibited.** This License and permission herein given is personal to Licensee and is not assignable or transferrable. Accordingly, upon any attempt by Licensee to assign or transfer this License or any right/interest hereunder, this License shall automatically terminate and have no further effect. For the avoidance of doubt, Licensee may not sublicense the Premises, in whole or in part.

ARTICLE 13. DAMAGE OR DESTRUCTION

13.1. **Total Destruction.** This License shall automatically terminate if the Premises or Common Areas are totally destroyed.

13.2. **Partial Destruction Of Premises.** If the Premises are damaged by any casualty and, in City's opinion, the Premises (exclusive of any improvements made to the Premises by Licensee), along with other portions of the Property that are necessary for the operation of the Premises, can be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, City may promptly and with due diligence repair any damage to the Premises (exclusive of any improvements to the Premises made by Licensee, which may be repaired by Licensee at Licensee's sole expense) and such other portions of the Property, and this License shall continue in full force and effect. If the Premises and such other portions of the Property cannot reasonably be expected to be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, or if City shall elect not to rebuild or restore the Premises and such other portions of the Property, then either party may terminate this License upon fifteen (15) days prior written notice to the other party. Nothing in this Article shall be construed to require City to rebuild or restore any portion of the Property.

13.3. **Waiver.** The provisions contained in this License shall supersede any contrary laws now or hereafter in effect relating to damage or destruction, and City and Licensee hereby waive the provisions of California Civil Code sections 1932(2) [termination where greater part of thing hired perishes] and 1933(4) [automatic termination upon destruction of thing hired].

13.4. **Termination.** If either party terminates this License as permitted by this Article 13, then this License shall end effective the date specified in the termination notice.

ARTICLE 14. DEFAULT AND TERMINATION

14.1. **Default.** Licensee shall be deemed in "Default" hereunder immediately upon the occurrence of any of the following:

(i) Licensee fails to provide one or more of those considerations specified in Section 5.1 above;

(ii) Licensee fails to satisfy one or more of its obligations set forth in this License, including without limitation Licensee's obligation to maintain and repair the Premises;

(iii) Licensee defaults under, or otherwise breaches, the Service Contract (conversely, any Default under this License shall automatically be deemed a default under the Service Contract);

(iv) Licensee abandons the Premises, as defined in California Civil Code section 1951.3;

(v) Licensee does not use the Premises in full compliance with Section 2.1 above;

(vi) City determines that Licensee lacks the ability to timely meet Licensee's obligations either under this License or the Service Contract;

(vii) Licensee fails to maintain its status as a non-profit corporation in good standing with the California Secretary of State;

(viii) City determines that the quality or quantity of services provided by Licensee does not meet the expectations of City (Licensee acknowledges that the determination of whether the quality or quantity of services meets the expectations of City is subjective in nature and the decision of City on such determination is final and conclusive); or

(ix) Licensee fails to comply with applicable laws or regulations.

14.2. **City's Remedies.** If a Default by Licensee has occurred, then City, at its sole discretion, may, at any time thereafter, with no less than seven (7) calendar days prior written notice, and without limiting City in the exercise of a right or remedy which City may have by reason of such Default:

14.2.1. **Termination Of Use.** Terminate Licensee's right to use of the Premises by any lawful means, in which case this License shall terminate and Licensee shall immediately surrender use and possession of the Premises to City; or

14.2.2. **Continuation Of License.** Maintain Licensee's right to use, in which case this License shall continue in effect whether or not Licensee shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this License, including the right to recover for lack of maintenance and repairs; or

14.2.3. **Other Remedies.** Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

14.3. **Cumulative Remedies/Waiver.** The specific remedies to which City may resort under the provisions of this License are cumulative and not intended to be exclusive of any other remedies afforded by laws. City's waiver of the performance of any covenant, provision, or condition of this License shall not be construed as a waiver of any subsequent breach of the same covenant, provision or condition.

14.4. **Surrender of Property.** The voluntary or other surrender of this License by Licensee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of City, operate as an assignment to it. No act or thing done by City or any agent or employee of City during the Term shall be deemed to constitute an acceptance by City of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by City. The delivery of keys to the Premises to City or any agent or employee of City shall not constitute a surrender of the Premises or effect a termination of this License, whether or not the keys are thereafter retained by City, and notwithstanding such delivery, Licensee shall be entitled to the return of such keys at any reasonable time upon request until this License shall have been properly terminated.

14.5. **Condition of Surrendered Property.** Upon termination of this License, Licensee shall peaceably surrender the Premises and all alterations and additions thereto, broom-clean, in good order, repair and condition, reasonable wear and tear excepted. All alterations and improvements of any kind installed by Licensee on any portion of the Property shall be part of the Property and shall remain upon the Property upon any termination of this License, except those alterations and improvements which City, in its sole and absolute discretion, shall require Licensee to remove upon any such termination, which alterations and improvements shall be removed by Licensee within thirty (30) days after termination and all damage to the Property caused by such removal shall be repaired by Licensee at its own expense. Upon such termination, Licensee shall, without expense to the City, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, freestanding cabinet work, and other articles of personal property owned by Licensee or installed or placed by Licensee at its expense on the Premises, and such similar articles of any other persons claiming under Licensee, as City may, in its sole

discretion, require to be removed, and Licensee shall repair at its own expense all damage to the Property resulting from such removal.

ARTICLE 15. MANDATORY CITY REQUIREMENTS

15.1. **Standard Provisions for City Contracts.** Incorporated by reference into this License is the "Standard City Provisions for City Contracts", attached to the Service Contract as Attachment C thereto ("Standard Provisions"). Throughout the Term, Licensee shall comply with the Standard Provisions and applicable City of Los Angeles ordinances, and any amendments thereto. In case of any inconsistency between the Standard Provisions and the other Articles of this License, the other Articles of this License shall govern and control for the purpose of interpreting this License.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1. **Adult Supervision.** Licensee will maintain or cause to be available adult supervision adequate to supervise and control visitors to the Property.

16.2. **Amendment Of License.** No amendment, modification, supplement or mutual termination of any provision of this License shall in any event be effective unless the same shall be in writing and signed by City and Licensee.

16.3. **Approval For Displays/Signage.** Licensee is authorized to display routine posted information (such as "open/closed" signs, bulletins, posters within the center, posted hours, etc.). All posted information and signage for Licensee shall be at Licensee's sole cost and expense, and shall be subject to Licensee's mandatory removal should City, at its sole discretion, instruct Licensee to do so. No permanent sign (or sign requiring physical alteration of the Building's exterior surfaces of any sort) shall be placed on the outside of the Building without first having been submitted to City for review, and without City's prior written approval. Such signage, if approved by City, shall not be inconsistent with exterior signs for similar businesses on similar buildings.

16.4. **Binding Effect.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

16.5. **Captions.** The titles or captions of all Articles, Sections, or Paragraphs are for convenience and reference only, are not intended to define or limit the scope of any provisions of this License, and shall have no effect on the interpretation of any provision of this License.

16.6. **City's Right Of Entry.** At all times, City's authorized representatives may enter and inspect the Premises for purposes of ensuring compliance with the provisions of this License, to make changes and alterations, for purposes of entry to equipment access panels, or for any other reasonable lawful purpose. During the Term of this License, City may, from time to time, exhibit the Premises and/or display thereon appropriate notices relating to sale, leasing, or licensing of the Premises in such manner as not to unreasonably interfere with Licensee's business.

16.7. **Conflict Of Laws And Venue.** This License shall be governed by and interpreted in accordance with the law of the State of California. Venue in any action arising out of this License will be proper only in the County of Los Angeles, State of California.

16.8. **Consent/Duty To Act Reasonably.** Except where otherwise expressly qualified and except for matters which will have an adverse effect on the (a) structural integrity of the Building, (b) the Building systems or (c) which could affect the exterior appearance of the Building, whereupon in each such case Licensee's duty is to act in good faith and in compliance with this License, any time the consent of Licensee or City is required, such consent shall not be unreasonably withheld, conditioned, or delayed. Whenever this License grants Licensee or City the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, Licensee and City shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated licensor and sophisticated licensee concerning the benefits to be enjoyed under this License.

16.9. **Corporate Resolution.** If Licensee is a corporation and the signators for Licensee are not two officers of the corporation as specified in California Corporations Code Section 313, then prior to or contemporaneous with the execution of this License, Licensee shall provide to City a current copy of its corporate resolution depicting the names, titles and legal signatures of the officer or officers of the corporation authorized to execute legal documents, including this License, on behalf of Licensee. Within thirty (30) days after Licensee's receipt of City's written request, Licensee shall provide to City an updated corporate resolution depicting such names and legal signatures.

16.10. **Covenants And Agreements.** The failure of Licensee or City to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in the License, or the exercise of any election contained in the License shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect.

16.11. **Days.** Unless specified otherwise herein, all references in this License to less than ten (10) days shall mean business days; otherwise, "days" shall mean calendar days unless specifically modified herein to be "business" or "working" days. "Business" or "working" days shall mean those days the city halls of the City of Los Angeles open for routine business. All references to "notice" shall mean written notice given in compliance with Article 4. All references, if any, to "month" or "months" shall be deemed to include the actual number of days in such actual month or months.

16.12. **Exhibits - Incorporation In License.** All exhibits referred to are attached to this License and incorporated by reference as though fully set forth in the body of this License.

16.13. **Force Majeure.** Except as otherwise provided in this License, whenever a day is established in this License on which, or a period of time, including a reasonable period of time, is designated within which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted) ("Force Majeure"); provided, however, that nothing contained in this Section 16.13 shall

excuse Licensee from the prompt payment of any money or other charge required of Licensee hereunder. Neither party shall be liable for, and in particular Licensee shall not be entitled to any abatement or reduction of payment obligation or right to terminate by reason of, any such delays or failures or other inability to provide services or access under this License due to Force Majeure.

16.14. **No Partnership Or Joint Venture.** Nothing contained in this License shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between City and Licensee. No provision contained in this License, nor any acts of the parties hereto, shall be deemed to create any relationship between City and Licensee other than the relationship of licensor and licensee, respectively.

16.15. **No Relocation Assistance.** Licensee acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. Section 4601, et seq.), or any other provisions of law upon termination of this License. Licensee therefore waives any claim to such assistance or benefits.

16.16. **Building Rules and Regulations.** Licensee shall faithfully observe and comply with the rules and regulations attached as **Exhibit D** hereto ("Rules and Regulations"). City reserves the right from time to time to make modifications to the Rules and Regulations, and such modified Rules and Regulations shall be binding upon Licensee upon delivery of a copy of them to Licensee.

16.17. **Partial Invalidity/Severability.** If any provision or condition contained in this License shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other provision and condition of this License shall be valid and enforceable to the fullest extent possible permitted by law.

16.18. **Prior Agreement/Amendments.** This License, along with the attached Service Contract, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. This License cannot be altered, changed, modified or added to, except as approved in writing by the City Council of City of Los Angeles and signed by the City and by Licensee, or their successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this License to the extent they are not incorporated herein.

16.19. **Accessibility Disclosure.** City hereby advises Licensee that the Property has not undergone an inspection by a certified access specialist. The following disclosure is hereby made pursuant to applicable California law: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and

the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)]. Except to the extent expressly set forth in this License, City shall have no liability or responsibility to make any repairs or modifications to the Property in order to comply with accessibility standards. Any CASp inspection shall be conducted at the sole cost of Licensee, in compliance with reasonable rules in effect at the Property with regard to such inspections, and subject to City's prior written consent.

[*signature page follows*]

IN WITNESS WHEREOF, the City, licensor hereunder, and Licensee, licensee hereunder, have caused this License to be executed as of the date of the attestation by the City Clerk.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: _____
Name: Tony M. Royster
Title: General Manager
Date: 1-7-2022

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Name: Sean T. Torres
Title: Deputy City Attorney
Date: January 6, 2022

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy

Date: 01/19/2022

C-139771

LICENSEE:

Urban Alchemy,
a California non-profit corporation

By: _____
Name: Dr. Lena Miller
Title: Chief Executive Officer
Date: 12/23/2021

Exhibit A

Service Contract

[see attached]

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/4/21

FROM (DEPARTMENT): Mayor's Office of City Homelessness Initiatives

CONTACT PERSON: Shannon Prior PHONE: (213) 484-4855

CONTRACT NO.: C-139200

COUNCIL FILE NO.: _____

X 1st AMENDED/RESTATED
☐ NEW CONTRACT
☐ AMENDMENT NO. ___
☐ ADDENDUM NO. ___
☐ SUPPLEMENTAL NO. ___
☐ CHANGE ORDER NO. ___

ADOPTED BY COUNCIL: _____ DATE

APPROVED BY BPW: _____ DATE

CONTRACTOR NAME: Urban Alchemy

TERM OF CONTRACT: 10/6/21 THROUGH: 6/3022

TOTAL AMOUNT: $2,600,000.00

PURPOSE OF CONTRACT:
Revised and restated agreement between the City of Los Angeles and Urban Alchemy regarding the pilot program known as Crisis and Incident Response through Community-led Engagement ("CIRCLE").

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

FIRST AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND URBAN ALCHEMY TO DEVELOP AND IMPLEMENT AN ALTERNATIVE 911 RESPONSE PROGRAM

This First Amended and Restated Agreement ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Office of the Mayor ("MAYOR"), and Urban Alchemy, a nonprofit corporation ("CONTRACTOR") (Hereafter "Party" or "Parties"), concerning the development and implementation of an alternative 911 response program.

a) WHEREAS, the CITY desires to improve the quality of life in urban centers through improving the well-being and life outcomes of the most vulnerable and underserved populations by providing much needed services and resources to the homeless population; and

B. WHEREAS, the Los Angeles City Council ("Council") and the Mayor approved a pilot program, known as Crisis and Incident Response through Community-led Engagement ("CIRCLE") (CF#21-0600), to divert 911 calls involving non-violent incidents related to persons experiencing homelessness ("PEH") and prevent the need for 911 law enforcement intervention through the presence of crisis intervention teams; and

C. WHEREAS, through the CIRCLE program, CITY will also provide outreach to PEH regarding the Novel Coronavirus 2019 ("COVID-19") by promoting personal hygiene, providing light cleaning and sanitation, COVID-19 education, vaccination and testing coordination, and referrals to other services.

D. WHEREAS, the CIRCLE program will be piloted in the Venice and Hollywood communities, which have some of the highest concentrations of unsheltered homelessness and 911 calls involving PEH; and

E. WHEREAS, the CIRCLE program will deploy 24/7 crisis teams to respond to non-emergency 911 calls related to PEH and embed teams in "hot spots" within the pilot areas to provide preventative de-escalation, proactive outreach, light sanitation and custodial services, and referrals to resources and services; and

F. WHEREAS, CITY believes that CONTRACTOR'S involvement will improve the City's interactions with PEH, decrease interactions between PEH and law enforcement for non-emergency calls (which may lead to incarceration), and increase referrals to services; and

G. WHEREAS, the Los Angeles County Department of Public Health has stated that PEH are particularly vulnerable to COVID-19 and serious health consequences as a result of contracting it due to higher rates of "cardiopulmonary and immune compromising conditions, like COPD, heart failure, and diabetes, and experienc[ing] accelerated aging and frailty"; and

H. WHEREAS, the Los Angeles County Department of Public Health has indicated that PEH have lower than average rates of COVID-19 vaccination and there is a continuing need to make efforts to reduce the spread among PEH; and

I. WHEREAS, it is in CITY'S best interest to select CONTRACTOR to provide these services because doing so allows CITY to leverage CONTRACTOR'S unique knowledge and expertise, and allows CITY to implement this pilot program rapidly; and

J. WHEREAS, CONTRACTOR innovated a program implemented in San Francisco to embed teams consisting of lived-experience crisis workers that provided non-emergency response and de-escalation to situations involving PEH; and

K. WHEREAS, CONTRACTOR utilizes formerly homeless and incarcerated outreach workers, whose unique skills include the ability to effectively de-escalate potential conflicts associated with issues between individual members of the homeless community; and

L. WHEREAS, CONTRACTOR currently operates PEH-related programs in the City, including the highly successful Mobile Pit Stop hygiene program in Hollywood and Venice, the safe sleep site and homeless outreach in Council District 13, the Skid Row Clean Team, the mobile hygiene component of the City's Comprehensive Cleaning and Rapid Engagement ("CARE") program, and the emergency COVID-19 response program to prevent the spread of COVID-19 among the unhoused in Venice and Hollywood; and

M. WHEREAS, CONTRACTOR will provide non-emergency response, homeless outreach, referrals to supportive services, and de-escalation in the pilot area of Hollywood and Venice, all of which will be implemented to reduce loss of life and property, decrease interactions between law enforcement and PEH, improve interactions between the community and PEH, and improve long-term health and well-being outcomes for PEH in the pilot areas; and

N. WHEREAS, CONTRACTOR has represented that it is willing and able to provide the needed goods and services and CITY desires to engage CONTRACTOR for this purpose; and

O. WHEREAS, CONTRACTOR'S services are specialized in nature and temporary and occasional in character; and

P. WHEREAS, a request for proposals was released on July 2, 2021, and CONTRACTOR was selected as the most qualified proposer to perform the services required to implement and execute the CIRCLE program; and

Q. WHEREAS, effective October 6, 2021, CITY and CONTRACTOR entered into Contract No. C-139200 ("Original Agreement"); and

R. WHEREAS, City and Contractor wish to enter into this First Amended and Restated Agreement to revise the provisions regarding advance payments and to make certain other changes deemed necessary by the Parties; and

S. WHEREAS, CONTRACTOR warrants and represents that funds provided by CITY pursuant to this Agreement will only be used for the activities described herein; and

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

1. TERM OF AGREEMENT

The term of this Agreement will commence on October 6, 2021 and terminate on June 30, 2022.

2. CONTRACTOR'S ACTIVITIES - GENERAL

CONTRACTOR will utilize funds procured under this Agreement to defray the operational costs associated with providing a response to non-violent 911 and non-emergency calls for service involving PEH in the Hollywood and Venice pilot areas, including the deployment of embedded teams located in designated areas of Venice and Hollywood that will conduct light sanitation work, provide services to mitigate the spread of COVID-19, build a rapport with the unhoused community, de-escalate situations as they arise, and create referrals to local service providers, as set forth more fully in Attachment D - Scope of Work, which is attached hereto and incorporated herein by reference.

Staff will not be armed or perform any law enforcement duties. Allowable costs will include uniforms, salaries, equipment purchases, including without limitation software, software licenses, electronics, wireless internet service, telephones, telephone lines, vehicle rentals, printing/postage, office supplies, and field and medical supplies. Funds procured under this Agreement shall not be utilized toward any construction and any matters which are subject to the State of California and United States Federal prevailing wage statutes and regulations. CONTRACTOR will obtain all necessary licenses and permits and shall suitably inform the public that CONTRACTOR'S activities are funded by CITY.

3. AMOUNT OF PAYMENT

CONTRACTOR will be paid by CITY for allowable costs incurred in engaging in the activities set forth in this Agreement in a total amount not to exceed two million six hundred thousand dollars ($2,600,000.00) based upon the rates set forth in Attachment E - Fee Schedule, which is attached hereto and incorporated herein by reference.

Notwithstanding any other provisions of this Agreement, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CONTRACTOR hereby agrees and acknowledges that 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 said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for said 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 Agreement.

4. REQUEST FOR ADVANCE PAYMENT

a. Upon this Agreement becoming effective, CONTRACTOR may submit a request for advance payment in a total amount not to exceed $500,000 ("Request for Advance Payment") by completing and submitting ATTACHMENT A – Request for Advance

Payment, which is attached hereto and incorporated herein by reference. Once the Request for Advance Payment has been approved by CITY and the advance payment has been provided to CONTRACTOR, CONTRACTOR will apply the advance payment on a pro-rated basis (i.e., equal amounts of $100,000 per month) to invoices for the first five months of the Contract following the disbursement of the advance payment.

b. The Request for Advance Payment submitted by CONTRACTOR must include a budget that indicates the estimated costs to be incurred by CONTRACTOR for which payment is requested. The Request for Advance Payment must be submitted in a form substantially similar to Attachment A and must be signed under PENALTY OF PERJURY by CONTRACTOR'S representative designated in this Agreement.

5. PAYMENT AND INVOICING

a. CONTRACTOR shall, on a monthly basis, submit invoices for all services provided that month. Such invoice shall reflect a credit for any advance payment amounts not yet expended.

b. Invoices must be submitted by email to:

Shannon.prior@lacity.org

c. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

d. CONTRACTOR shall submit invoices that conform to CITY standards and include, at a minimum, the following information:

i. Name and address of Contractor
ii. Name and address of City department being billed
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Contractor's Business Tax Registration Number
vi. Description of completed task and amount due for task with appropriate and complete supporting documentation, to include payroll records for assigned staff
vii. Payment terms, total due and due date
viii. The advance payment amounts applied to the invoice and the outstanding amount of unexpended advance payment amounts as of the date of the invoice
ix. Certification by a duly authorized officer
x. Discount and terms (if applicable)
xi. Remittance Address (if different from Contractor's address)

e. All invoices must be submitted electronically and will be on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted on a calendar month basis, within 30 days of service, and will be payable to CONTRACTOR no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by CITY'S Fiscal Officer.

Notwithstanding the foregoing, CITY shall not be responsible for any late fees, late charges, penalties, or interest.

f. In no event shall payment be made prior to CITY verifying and approving that: 1) the services were received; 2) the work was approved; and 3) a full and complete invoice has been submitted. Invoices submitted must be accompanied by a report detailing the staff assigned to CITY'S account for that month. Such staffing reports shall include the staff member's name, title, date of assignment to position, date of separation or absence from position, and identification of any temporary employees and how fee adjustments, if any, were derived.

g. CITY reserves the right to audit staffing reports and adjust billings to recover overpayments, if any. In order to facilitate such audits, CONTRACTOR shall provide timesheets and/or payroll records upon CITY'S request. All CONTRACTOR costs associated with the audit and response shall be the CONTRACTOR'S responsibility. Such audit rights shall be in addition to, and shall not limit, any of CITY'S other audit rights under this Agreement.

h. Invoices and supporting documentation must be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. CONTRACTOR agrees to furnish any documentation or information requested by CITY for the purpose of seeking cost reimbursement from FEMA. CONTRACTOR agrees to maintain all documents and records and to adhere to all processes required for reimbursement by FEMA.

i. Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

j. Most Favored Public Entity. If CONTRACTOR's prices decline or should at any time during the term of the Agreement provide the same services under similar conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in the Agreement, then such lower price shall immediately be extended to CITY.

k. ***Failure to adhere to these provisions may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the City Treasury.

l. No later than August 1, 2022, CONTRACTOR must submit a CLOSEOUT STATEMENT prepared on the form attached hereto as ATTACHMENT B and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). Said CLOSE-OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY's representative.

m. Any portion of any payment made and not expended or obligated by CONTRACTOR or not approved by CITY'S representative must be paid back to the CITY no later than August 1, 2022. Such payment will accompany the CLOSE-OUT STATEMENT.

n. CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. CITY will have no obligation to pay any REQUEST FOR PAYMENT submitted by CONTRACTOR or its officers, agents, employees, assigns, or successors in interest before or after said period.

o. CITY will not be obligated to fund CONTRACTOR for any subsequent fiscal year appropriations which may be made by CITY's Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by CITY's representative.

6. MONIES TO BE USED FOR CURRENT EXPENSES

The monies expended by CITY hereunder are to be used by CONTRACTOR to meet expenses incurred during the term of this Agreement. CONTRACTOR may not submit a REQUEST FOR PAYMENT, nor will CITY pay, any portion of any liability of the CONTRACTOR existing prior to or subsequent to the term of this Agreement.

7. ESTABLISHMENT OF SEPARATE ACCOUNTS AND RECORDS

Any and all funds disbursed by CITY to CONTRACTOR and any interest and proceeds generated thereby will be held in trust for the purposes of this Agreement and must be placed in a separate account solely for those funds, and all allowable expenditures will be drawn from that account. Any funds remaining in said account which are in excess of the allowable expenditures as provided herein must be returned to CITY within forty-five (45) calendar days after the termination date of this Agreement.

8. BOOKS OF ACCOUNT-FINANCIAL RECORDS

CONTRACTOR will maintain and preserve books of account and records of financial transactions regarding the expenditure of CITY funds pursuant to this Agreement. Said books and records must accurately reflect monies received from CITY and any interest earned thereon, by date and amount, and CITY monies expended by name of vendor, description of goods or services purchased, date of purchase, and price. CONTRACTOR will retain such books and records for at least three (3) years following the expiration or termination date of this Agreement. At any time during the term of this Agreement, or within three (3) years following the final payment hereunder or the expiration or termination date of the Agreement, whichever date is later, said books and records shall be subject to examination and audit by authorized CITY personnel or by CITY'S Representative.

10. CONTRACT REPRESENTATIVES

a. CONTRACTOR'S Representative
CONTRACTOR hereby appoints James Winfrey and Lena Miller to represent CONTRACTOR with respect to all matters connected with this Agreement. Said representative(s) will be personally responsible for submitting and signing all of the forms and statements as required by this Agreement.

b. CITY's Representative

The Mayor, or his designee, will represent CITY with respect to all matters connected with this Agreement, provided, however, that any matter which would increase CITY'S financial obligation hereunder will require the approval of the City Council with concurrence of the Mayor.

11. NOTICES

If the name of the person(s) designated to receive the notices, demands, or communications or the address of such person(s) is changed, written notice must be provided as described in this Agreement within ten (10) business days of such changes.

The following addresses will serve as the places to which notices and other correspondence between the Parties will be sent:

CONTRACTOR'S address:
Urban Alchemy
Attn: Lena Miller and Bayron Wilson
1035 Market St., Suite 150
San Francisco, CA 94103

CITY'S address:
City of Los Angeles
Office of the Mayor
Attn: Shannon Prior, City Homelessness Initiatives
200 North Spring Street, 17th Floor
Los Angeles, CA 90012

Notices, demands and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

12. SEPARATION OF CHURCH AND STATE

CONTRACTOR agrees that it will not use funds provided through this Agreement for any religious or sectarian purposes. CONTRACTOR further agrees that it will not perform or permit the performance of religious activities in connection with this Agreement and will not discriminate against any person applying for services provided under this Agreement on the basis of religion.

13. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by CITY hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

14. STANDARD PROVISIONS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/21) [v.4], a copy of which is attached hereto as ATTACHMENT C and incorporated herein by reference.

15. AMENDMENTS
Any change in the terms of this Agreement, including changes in the services to be performed by CONTRACTOR, and any increase or decrease in the amount of compensation which are agreed to by CITY and CONTRACTOR shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

16. 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. The Parties acknowledge that they have had the opportunity to consult with counsel of their choosing and that they have read and understood this Agreement.

17. BORDER WALL BID DISCLOSURE
CONTRACTOR shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." CITY may terminate this Agreement at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

18. 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 ten (11) pages and one (1) appendix and five (5) attachments which constitute the entire understanding and Agreement of the Parties. 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 email shall be deemed original signatures.

19. MISCELLANEOUS
a. Order of Precedence.
In the event of any inconsistency between the provisions in the body of this Agreement, the Original Agreement, and the attachments hereto, the provisions in the body of this Agreement take precedence, followed by **Attachment C, Standard Provisions for City Contracts (Rev. 10/21 [v.4])**, followed by, the Original Agreement, followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

b. Privacy and Security; HIPAA.
The Parties shall comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, and its implementing regulations and other guidance, including federal privacy regulations and security standards ("HIPAA Requirements").

20. FEMA REQUIREMENTS
CONTRACTOR shall comply with all requirements for CITY to be reimbursed by FEMA.
a. Clean Air Act

i. This section applies to contracts exceeding $150,000.
ii. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
iii. CONTRACTOR agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
iv. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act
i. This section applies to contracts exceeding $150,000.
ii. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
iii. CONTRACTOR agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
iv. ONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

c. Suspension and Debarment
i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R pt. 3000. As such, CONTRACTOR is required to verify (by signing this Agreement) that none of CONTRACTOR'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
ii. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
iii. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
iv. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

d. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
i. If CONTRACTOR has applied for or received an award for a contract of $100,000 or more, CONTRACTOR (and any of its subcontractors) shall sign and submit to the CITY the certification attached hereto as Appendix 1. CONTRACTOR and its subcontractors each certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

e. Procurement of Recovered Materials- Solid Waste Disposal Act
   i. In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) At a reasonable price.
   ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram.
   iii. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

f. Domestic Preferences for Procurements
In accordance with 2 CFR §200.322, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

g. Telecommunications
As applicable, the parties shall comply with 2 CFR 200.216, which prohibits recipients or Subrecipients from obligating or expending loan or grant funds to: 1) Procure or obtain; 2) extend or renew a contract to procure or obtain; or 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by 17 Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

h. FEMA Public Assistance Program and Policy (PAPPG) Requirements
   i. CONTRACTOR shall comply with the requirements described in FEMA's Public Assistance Program and Policy Guide (PAPPG) (Version 4), available at https://www.fema.gov/assistance/public/policy-guidance-fact-sheets.
   ii. As applicable, CONTRACTOR shall comply with the requirements described in FEMA's "COVID-19 Pandemic: Medical Care Eligible for Public Assistance (Interim) (Version 2)," available at https://www.fema.gov/mediacollection/public-assistance-disaster-specific-guidance-covid-19-declarations.

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

THE CITY OF LOS ANGELES

Jose "Che" Ramirez
Deputy Mayor, City Homelessness Initiatives

11/1/21
Date

Urban Alchemy
1035 Market St., Suite 150
San Francisco, CA 94103

Dr. Lena Miller,
Chief Executive Officer

November 1, 2021
Date

APPROVED AS TO FORM

Michael N. Feuer, City Attorney

Brent L. Nichols
By Brent Nichols
Deputy City Attorney

11/3/2021
Date

ATTESTED

Holly L. Wolcott, City Clerk

By

11-5-21
Date

City Business License Number:
Internal Revenue Service ID:
Contract Number:

APPENDIX 1, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

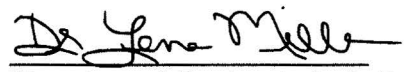
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chief Executive Officer

Title of Contractor's Authorized Official

November 1, 2021

Date

Attachments:

A. Draft Advance Payment Form

B. Close Out Statement

C. Standard Provisions

D. Scope of Work

E. Fee Schedule

REQUEST FOR ADVANCE PAYMENT

Urban Alchemy
72 6th Street
San Francisco, CA 94103

City of Los Angeles
Office of the City Clerk
Administrative Services Division
200 North Spring Street, Room 224
Los Angeles, CA 90012
Attn: AB1290 Fund Analyst

REQUEST FOR ADVANCE PAYMENT

Urban Alchemy requests advance payment of $500,000 allocated to our organization from GCP pursuant to Contract # C-_____.

The expenditures will be directly related to the administration of the CIRCLE pilot program.

A close-out statement will be submitted to the City within 45 days after the term of the Agreement. Copies of expenditure receipts, cancelled checks, paid invoices, payroll registers, and other documentation supporting expenditure of City funds will be attached. I understand that original receipts must be maintained by my organization and made available for City inspection for a period of three years following the end of the term of the Agreement.

Please make the check payable to Urban Alchemy. If you have any questions, please contact _(Name)_____ at _(Phone)____.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have complied with the provisions of the City's Living Wage Ordinance, if applicable.

_____
(NAME & TITLE)
(DATE)

ATTACHMENT A

CLOSE-OUT STATEMENT
City of Los Angeles
AB1290 Redevelopment Fund 53P
Fiscal Year 2020-2021

Your organization entered into a contractual relationship with the City of Los Angeles, which requires your completion of this form, and submission of any documentation not previously submitted supporting your expenditure of City funds. This includes copies of invoices or receipts matched with canceled checks (front & back), invoices marked "paid in cash", if cash was the form of payment, payroll registers, time sheets and internal hiring documents. Please provide the information requested below and return the completed form, along with copies of the necessary documentation to:

City of Los Angeles – Office of the City Clerk
200 N. Spring Street, Room 224, Attn: AB1290 Analyst
Los Angeles, CA 90012

1) Organization Name:
2) Mailing Address, City, State, and Zip Code:
3) Provide the name, telephone number, fax and e-mail address (if applicable) of the person directly responsible for the event or program. This person will be contacted for additional information regarding this Close-Out Statement, if necessary. Name _____ Telephone Number _____ Fax Number _____ E-mail Address _____

4) Contract Number:	Contract Term:

5) Please provide a brief description of the services or activities provided by your organization (list name, date and purpose of the event or program for which funding was received). If funding was utilized by something other than an event or program, please indicate how City funds were utilized here.

(Please use additional sheets, if necessary)

6) How was the public notified that this event, activity, or program was partly funded by the City?

(Please attach copies of materials/flyers, newspaper clippings, etc., which verify information)

7) Please indicate the total amount received by your organization under the terms of the Contract identified in Box 4:

$_____

ATTACHMENT B

8) Please account for all funds received from the City under this contract. The following categories are provided for your convenience, others may be substituted, as required. If these categories do not apply, please use your own cost categories as required: (continue list on separate sheet, if needed)

CATEGORIES	EXPENDITURES
SALARIES (list position titles): _____ _____ _____ Total:	$ _____ $ _____ $ _____ $
OFFICE/ PROGRAM SUPPLIES: _____ _____ Total: Supplies:	$ _____ $ _____ $
EQUIPMENT (list equipment purchased): _____ _____ Total:	$ _____ $ _____ $
TELEPHONE/ POSTAGE: _____ _____ Total:	$ _____ $ _____ $
CONTRACTUAL SERVICES/ RENTAL COSTS: _____ _____ Total:	$ _____ $ _____ $
PRINTING COSTS (please attach a sample of the printed items): _____ _____ Total:	$ _____ $ _____ $
OTHER EXPENSES (please list below or on a separate sheet): _____ _____ Total:	$ _____ $ _____ $
GRAND TOTAL of above lines (all costs charged against contract funds).....(A)	$ _____
Amount listed in Box 7.....(B)	$ _____
Subtract line (A) from line (B).....(C)	$

9) You must include with this statement copies of receipts and invoices matched with canceled checks, etc., which substantiate the above costs (unless they were previously submitted). Additionally, if the amount in Box 8, line C is greater than zero, this amount represents a debt owed by you to the City of Los Angeles, which *must be returned with this statement.* Please make a check payable to the City of Los Angeles. If Box 8, Line C is zero or a negative amount you owe the City nothing. On a separate sheet, please describe the disposition of any unused materials, supplies or equipment purchased with the funds provided by this contract.

10) To be signed by the person listed in Box 3 (person authorized to sign on behalf of the Organization):

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Officer:	Date Signed:
Print Name of Officer:	

Questions regarding this Close-Out Statement? Please call (213) 978-1086

ATTACHMENT C

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 and Delegation

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'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 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 contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'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 Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

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 Resources Code Section 5164

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. 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.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name:_____ Date: _____

Agreement/Reference: _____

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 (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **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 _____

____ **Crime Insurance** _____

Other: _____

_____

_____

_____

ATTACHMENT D

SCOPE OF WORK

A. Specific Services
   a. Alternative 911 Crisis Response Teams:
      i. Non-imminent risk and non-violent calls related to PEH answered by LAPD 911 dispatch operators will be diverted to CIRCLE crisis response teams, including, but not limited to calls involving:
         1. Welfare checks;
         2. Transport to shelter or other housing solutions;
         3. Connections to substance abuse or supportive services;
         4. Administration of Naloxone to treat known or suspected opioid overdose;
         5. Conflict resolution and de-escalation; and
         6. Resource connection and referrals.

      ii. CONTRACTOR will maintain a non-public telephone number 24/7 dedicated to receiving calls transferred from CITY'S 911 dispatch system. CONTRACTOR will ensure that at least one trained staff member is on duty and available to answer calls at all times.
      iii. Teams will respond to diverted calls within the pilot areas 24/7, including the management, triage, and prioritization of calls.
      iv. Teams may include crisis workers with lived experience, homeless outreach workers, and licensed mental or behavioral health clinicians.
      v. Teams will be unarmed and will not perform any law enforcement duties or responsibilities.
      vi. Teams will refer dangerous or medically urgent calls to appropriate agencies.
      vii. CITY'S 911 dispatch operators will screen incoming 911 calls involving PEH and make a determination as to whether they meet the predetermined criteria for a referral to CONTRACTOR. For calls that meet these criteria, the 911 dispatch operators will transfer the Person Reporting (PR) to CONTRACTOR'S primary non-public phone number. Teams will coordinate directly with CITY'S existing dispatch systems and actively collaborate on protocols in order to provide a regular, reliable, immediate alternative to Police or Fire dispatch to PEH in the pilot areas.
      viii. Prior to the commencement of the program, the process of selecting and diverting calls and procedures for responding to calls will be defined in a separate document and agreed to by the Parties. CONTRACTOR agrees that it will obtain any required software and equipment for call diversion and management
   b. Proactive Embedded Response Teams
      i. Proactive embedded response teams will be deployed in locations of high need within the pilot areas.
      ii. Teams will be deployed seven days a week, a minimum of eight hours a day.
      iii. Teams may include crisis workers and homeless outreach workers, preferably with lived experience and/or formerly incarcerated individuals.

iv. Team duties include but are not limited to:
    1. Outreach and engagement;
    2. Service referrals/connections;
    3. Housing navigation/placement;
    4. Positive and pro-social norm interventions;
    5. De-escalation interventions;
    6. Custodial and sanitation services; and
    7. COVID-19 prevention education and testing and vaccine coordination.

c. Operation of Decompression Center
Operation of a 24/7 facility where teams can provide services including, but not limited to: allowing PEH to rest away from their encampment or reprieve from extreme weather or environmental conditions, de-escalating or de-compressing, or providing food and water.

B. Data Tracking & Reporting
   a. Conduct robust data collection, tracking, and management to evaluate program outcomes and performance.
   b. Furnish and report on detailed records of dispatch calls received and the outcomes thereof.
   c. Report specific performance indicators and outcomes on a monthly basis as directed by CITY.
   d. Coordinate collaboratively with CITY to analyze outcomes and results and modify protocols accordingly.

C. Training/Core Competencies
   a. Team members should complete training on the following topics either before or within three months of receiving the award:
      i. Trauma-informed care, harm reduction, and de-escalation;
      ii. LGBTQ & TAY cultural competency;
      iii. Implicit bias, diversity, and inclusion;
      iv. Radio communication;
      v. Dispatch and emergency triage; and
      vi. Administration of Naloxone.

D. Personnel
   a. CONTRACTOR will prioritize the use of individuals with lived experience (e.g., homelessness, substance abuse, etc.) or prior justice system involvement.
   b. CONTRACTOR will maintain and implement a clear process to address and resolve any personnel performance issues.
   c. Staffing levels, locations, and hours will be directed by CITY. However, within three months of the effective date of this agreement, each crisis response team will include at least one certified mental or behavioral health clinician.

CIRCLE Program Staffing

updated October 1, 2021

Title (titles are flexible)	Rate		Shifts	Role	FTEs
Director	$41/hr, hourly	40 hours a week	1 shift x 5 days	Overall Supervision/Management	1.00
Deputy Director	$30/hr, salaried	40 hours a week	1 shift x 5 days	Overall Supervision/Management	1.00
Lead Supervisors/Dispatch	$26/hr, hourly	168 hours a week	3 shifts x 7 days	Shift Lead for both teams; recieves all calls; dispatcl	8.40
Clinical Crisis Team Supervisor	$30.hour, hourly	336 hours a week	3 shifts x 7 days	Crisis Team Leader (one each in Venice and Hollyv	8.40
Crisis Team Practitioners	$21/hour, hourly	672 hours a week	3 shifts x 7 days	2 per shift in both Venice and Hollywood	16.80
Embedded Team Practitioners	$21/hour; hourly	224 hours a week	1 shift x 7 days	2 practitioners, 1 shift a day in both Venice and Hol	5.60
					41.20

Notes:

1. Incorporated a fulltime Deputy Directorto support James H. in covering weekends, swing and graveyard
2. "Lead Supervisors/Dispatch." this position is meant to be the operational coordinator for both locationsduring each shift and is the person assigned to receive calls for both Venice and Hollywood.
3. Crisis Team Supervisor is the field supervisor on the ground AND the licensed mental or behavioral health person (now at $30/hour); one per shift in both Venice and Hollywood

CIRCLE Program Budget

Budget Period 09/27/21 - 06/30/22 Seven Days Per Week

Personnel	Notes	Cost per Month or Unit Cost	Quantity (FTEs)	Number of Months	Total Cost 07/01/21 - 06/30/22
Operations Director	1 hour a day, 5 days a week	$ 8,184.07	0.13	9	$ 9,207.08
Director	1 FTE @$41/hr; 40 hours, 5 days a week	$ 7,455.71	1.00	9	$ 67,101.39
Deputy Director	1 FTE@$30/hour; 40 hours, 5 days a week	$ 5,454.89	1.00	9	$ 49,094.01
Lead Supervisors/Dispatch	1 Deputy Director, 3 shifts a day, 7 days a week @$26/hour	$ 4,728.27	4.20	9	$ 178,728.61
Clinical Crisis Supervisors	2 Supervisors (2 pilot sites), 3 shifts/day, 7 days/week, @$30/hr	$ 5,454.89	8.40	9	$ 412,389.68
Crisis Practitioners	4 Practitioners (2 per site), 3 shifts a day, 7 days a week @$21/hour	$ 3,819.12	17.00	9	$ 584,325.36
Embedded Supervisor	No Safety & Service Supervisors at this time	$ 4,364.96	-	9	$ -
Embedded Practitioners	4 Practitioners (2 per site), 1 shift a day, 7 days a week @$21/hour	$ 3,819.12	5.60	9	$ 192,483.65
Analyst	0.20 FTE @ $24/hour	$ 4,364.96	0.50	9	$ 19,642.32
	Total Hourly/Salary	47,645.99	37.83		$ 1,512,972.10
Overtime/Sub Factor/Holiday Pay	INCLUDED			1	$ -
Employee Benefits & Taxes (Fringe)	FICA: 7.65%; SUI: 15%; Worker's Comp: 12%; Health: 15%; 403b Retirement: 2%	38.15%			$ 577,198.85
				Total Direct Program Personnel	$ 2,090,170.95

Non-Personnel Operating Expenses	Notes	Cost or Unit Cost	Quantity (Hours/Units)	Number of Months	Total Cost
Liability Insurance	INCLUDED IN INDIRECT				$ -
Vehicle: Maintenance/Registration	2 Vehicle Registration($300); $1,250 for maintenance per vehicle per ye	$ 1,550.00	2		$ 3,100.00
Vehicle: Insurance	1 Vehicle per year	$ 2,900.00	2		$ 5,800.00
Vehicle: Mileage	Mileage for Directors & Deputy Directors	$ 4,000.00			$ 4,000.00
Equipment: Communications/Radios	Based on recent search of long-range radios online	$ 450.00	5		$ 2,250.00
Occupancy: Lease Costs	Based on estimate of $7,000 per month; 2 centers plus office	$ 7,000.00		9	$ 63,000.00
Cleaning Supplies	$1000/month based on experience	$ 1,000.00		9	$ 9,000.00
Uniforms (PPE)	Per FTE plus account for employment movement	$ 200.00	75		$ 15,000.00
Consulting	Professional Community Intervention Training Institute; other	$ 4,200.00		9	$ 37,800.00
				Total Non-Personnel OpEx	$ 139,950.00
				Total Direct Costs	$2,230,120.95
Indirect Rate - 15%	Executive Leadership, Accounting Support, HR/Payroll Support, Mailing Expense, Software, Umbrella Insurance, General Office Supplies	15.00%			$ 334,518.14
				Total Projected Operating	$ 2,564,639.09
				Start-Up Costs	$ 35,000.00
Updated October 1, 2021				**Total Operating and Start-Up**	$ 2,599,639.09

Exhibit B-1

Depiction of Premises

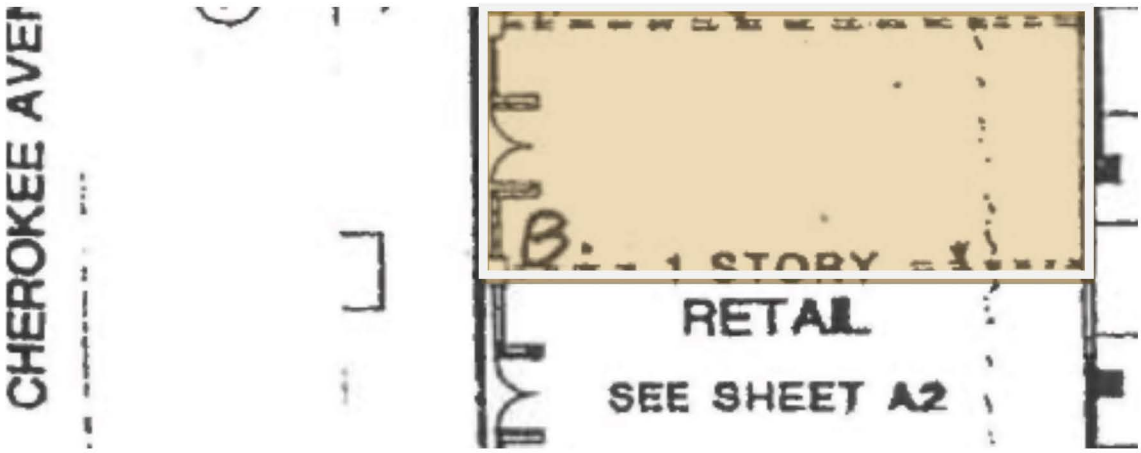

Exhibit B-2

Depiction of Building Site

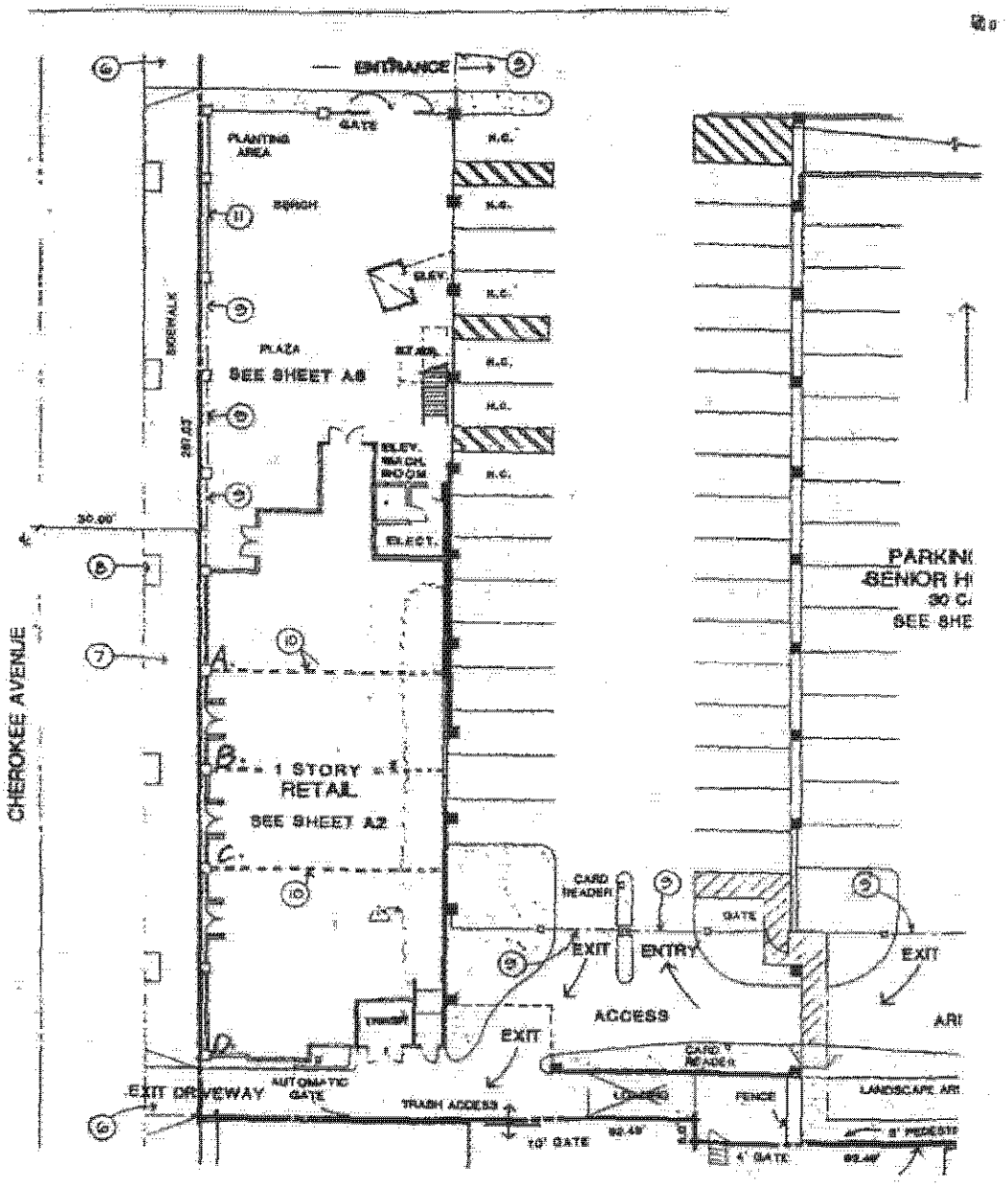

Exhibit C

Insurance Requirements

[see attached]

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Urban Alchemy Date: 12/8/2021

Agreement/Reference: Licesne: Cherokee Parking Garage Building - 1710 N. Cherokee Ave, Suite B

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

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **1000000**

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

✓ **General Liability** At least $2,000,000 aggregate GL coverage. City of Los Ange **1000000**

☑ Products/Completed Operations ☐ Sexual Misconduct

☑ Fire Legal Liability 500,000

☐

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **1000000**

___ **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 ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

___ **Pollution Liability**

☐

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

___ **Crime Insurance**

Other: Submitted to Michael Mendoza (213-922-8549) at GSD, December 8, 2021

Exhibit D

Rules and Regulations

Licensee shall faithfully observe and comply with the following Rules and Regulations. Except where specifically provided otherwise in the License to which this exhibit is attached, City shall not be responsible to Licensee for the nonperformance of any of said Rules and Regulations by any other tenants, licensees or occupants of the Building.

1. **Locks**. Licensee shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining City's prior written consent. Licensee shall bear the cost of any lock changes or repairs required by Licensee. Two (2) keys will be furnished by City for the Premises, and any additional keys required by Licensee must be obtained from City at reasonable cost to be established by City.

2. **Public Corridor Doors**. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. **Access To Building**. City reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the greater Los Angeles area. Licensee, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant or licensee, its employees, agents, or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. City and City's agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, City reserves the right to prevent access to the Building during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. **Deliveries/Weight Distribution**. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to City. All moving activity into or out of the Building shall be scheduled with City and done only at such time and in such manner as City reasonably designates. No service deliveries (other than messenger services) will be allowed between hours of 4:00 p.m. to 6:00 p.m., Monday through Friday. City shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by City, stand on supports of such thickness as is necessary to properly distribute the weight. City will not be responsible for the loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Licensee.

5. **Freight In Elevators**. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such specific elevator as shall be reasonably designated by City.

6. **Management Office**. The requirements of Licensee will be attended to only upon application to the Department of General Services or at such department or persons designated by City. Employees of City shall not perform any work or do anything outside their regular duties unless under special instructions from City.

7. **No Solicitation**. Licensee shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with City and agents of City to prevent same.

8. **Use Of Restrooms**. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant or licensee who, or whose employees or agents, shall have caused it.

9. **Premises' Walls**. Licensee shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without City's prior written consent.

10. **Vending Machines**. Except for vending machines intended for the sole use of Licensee's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of City.

11. **Combustible Materials**. Licensee shall not use or keep in or on the Premises or the Building kerosene, gasoline or other inflammable or combustible fluid or material. This Section shall not be applicable to such combustible fluid or material contained in items or devices which are customarily found in comparable buildings in the greater Los Angeles area and where such combustible fluid or material is not otherwise transported, stored, or maintained in violation of any federal, state, or local law (e.g., cigarette lighters, automobiles).

12. **Alternative Heating Or Air Conditioning**. Licensee shall not, without the prior written consent of City, use any method of heating or air conditioning other than that supplied by City.

13. **Nuisances**. Licensee shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other tenants or licensees or those having business therein.

14. **Animals/Bicycles**. Licensee shall not bring into or keep within the Building or the Premises any animals or birds, or, except in areas designated by City, bicycles or other vehicles.

15. **Improper Uses Of Premises**. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate, and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

16. **Telephone Wiring**. City will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of City. The location of telephone, call boxes, and other office equipment affixed to the Premises shall be subject to the approval of City.

17. **Expulsion Of Persons**. City reserves the right to exclude or expel from the Building any person who, in the judgement of City, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. **Smoking And Loitering**. Smoking is not allowed or permitted inside of any building owned by the City of Los Angeles, including this Building, including private offices. In addition, Licensee, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators, or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

19. **HVAC Controls**. Licensee shall not waste electricity, water, or air conditioning and agrees to cooperate fully with City to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

20. **Trash**. Licensee shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash in the vicinity of the Building without violation of any law or ordinance governing such disposal. All trash, garbage, and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as City shall reasonably designate.

21. **Safety Procedures**. Licensee shall comply with all safety, fire protection, and evacuation procedures and regulations established by City or any governmental agency.

22. **Premises Security**. Licensee shall assume any and all responsibility for protecting the Premises from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

23. **Window Coverings/Ceiling Fixtures**. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of City. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of City. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design, and bulb color approved by City. Licensee shall abide by City's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Building Common Areas.

24. **Admission Of Light And Air**. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Licensee, nor shall any bottles, parcels, or other articles be placed on the window sills.

25. **Informing Employees**. Licensee must comply with requests by City concerning the informing of their employees and invitees of items of importance to City with respect to matters covered by these Rules and Regulations or other matters related to the use and operation of the Premises or the Building.

City reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in City's reasonable judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and the Building, and for the preservation of good order therein, as well as for the convenience of other occupants, licensees and tenants therein. City may waive any one or more of these Rules and Regulations for the benefit of any particular tenants or licensees, but no such waiver by City shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or licensee, nor prevent City from thereafter enforcing any such Rules or Regulations against any or all tenants and licensees of the Building. Licensee shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises. In the event of a conflict between the Rules and Regulations, both present and future, and the main body of the License to which this exhibit is attached, the language of the main body of the License shall govern.