

CONTRACT SUMMARY SHEET

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

DATE: 11/21/2023

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Los Angeles Housing Department

CONTACT PERSON: Len Nguyen PHONE: 213-252-2856

CONTRACT NO.: C- 144656

COUNCIL FILE NO.: 20-0841-S34 & 20-0841-S36

ADOPTED BY COUNCIL: 05/30/23 & 09/19/23
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT _____
AMENDMENT NO. _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: Los Angeles Homeless Services Authority

TERM OF CONTRACT: 10/01/2023 THROUGH: 06/30/2025

TOTAL AMOUNT: \$75,557,370

PURPOSE OF CONTRACT:

This agreement between LAHSA and LAHD will continue operations of Roadmap Interim Housing Interventions and funding from the prior Homeless Roadmap Recovery contract agreement C-137223. The contract term is from 10/1/2023 and concludes 6/30/2025, with funding in the amount of \$75,557,370.

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

PRINT

PROFESSIONAL SERVICES AGREEMENT

Contractor: Los Angeles Homeless Services Authority (LAHSA)

Title: LAHSA Homeless Recovery Roadmap FY 2023-2025

Said Agreement is Number C-144656 of City Contracts

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Exhibits

Exhibit A	Required Insurance and Minimum Limits Instructions and Information on Complying with City Insurance Requirements
Exhibit B	Notice of Prohibition Against Retaliation
Exhibit C	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction
Exhibit D	Certification Regarding Lobbying
Exhibit E	Management Representation Statement
Exhibit F	Inventions, Patents and Copyrights
Exhibit G	Scope of Work and Contractor Responsibility
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AGREEMENT NUMBER ____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and the Los Angeles Homeless Services Authority (LAHSA) (“Contractor”), a Joint Powers Authority of the City and County of Los Angeles. The Contractor agrees to provide services in accordance with the provisions of this Agreement and the applicable federal regulations, the laws, and rules of the State of California (State) and the City.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing Department (“LAHD”), has been designated by the City to provide for the proper planning, coordination, direction and management oversight of the City's homeless programs and certain projects funded by the City; and

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

WHEREAS, LAHD had a prior Homeless Roadmap Recovery contract agreement with LAHSA, C-137223, which expired as of September 30, 2023, and this new agreement will continue operations of Roadmap interim housing interventions and funding from C-137223; and

WHEREAS, the projects, which are the subjects of this Agreement, hereinafter called the Agreement, has been established by the City as one of the above-described programs, and has been funded in the City’s Fiscal Year (FY) 2023-24 budget utilizing County service commitment funds and City General Purpose funds as specified elsewhere in this Agreement; and

WHEREAS, the Contractor proposes and desires to contract with homeless service providers for the competent delivery of said services; and

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 20-0841-S34, approved by City Council on May 30, 2023 and concurred by the Mayor on June 12, 2023, and Council File Number 20-0841-S36, approved by City Council on September 19, 2023 and approved by the Mayor on September 27, 2023), which authorizes the General Manager of LAHD to prepare and execute the Agreement.

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as the Los Angeles Homeless Services Authority (LAHSA), a Joint Powers Authority of the City and County of Los Angeles, having its principal office at 707 Wilshire Blvd., 10th Floor, Los Angeles, California 90017.

§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

Lorena Sanchez, Assistant Chief Grants Administrator
Los Angeles Housing Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

- 2. The representative of the Contractor shall be:

Jeffrey Samson, Acting Chief Financial and Administration Officer
Los Angeles Homeless Services Authority
707 Wilshire Blvd, 10th Floor
Los Angeles, CA 90017
jsamson@lahsa.org

With copies to:

Dr. Va Lecia Adams Kellum, Chief Executive Officer
Los Angeles Homeless Services Authority
707 Wilshire Blvd, 10th Floor
Los Angeles, CA 90017

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

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

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit “A” which is incorporated herein by reference.
- B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.* and attached hereto as Exhibit “B” and incorporated herein by reference.
- C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §533, First Source Hiring Ordinance in accordance with §534, Local Business Preference Ordinance in accordance with §535, and Disclosure of Border Wall Contracting Ordinance in accordance with §545, available on the City of Los Angeles’ Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org, prior to award of a City contract.
- D. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of the Executive Directive Number FY 12-0001.
- E. A Certification of Compliance Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion as attached hereto as Exhibit “C” and incorporated herein by reference.
- F. A Certification of Compliance Regarding Lobbying in accordance with City Directive 91-3 (July 27, 1990) attached hereto as Exhibit “D” and incorporated herein by reference.
- G. A Management Representation Statement executed in accordance with the City’s fiscal policies and attached hereto as Exhibit “E” and incorporated herein by reference.
- H. An Iran Contracting Act of 2010 Compliance Affidavit.
- I. Any updates to documents previously submitted to the City including but not limited to: Contractor’s Affirmative Action Plan, Contractor’s Articles of Incorporation and all amendments to those Articles filed with the Secretary of State, Contractor’s Bylaws, and all amendments to those Bylaws, as adopted by the Contractor’s Board of Commissioners and properly attested, Resolutions of Executorial Authority or other corporate actions of the Contractor’s Board of Commissioners, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, Contractor’s current and valid license to do business in the City, and Internal Revenue Service taxpayer identification number.

§104. CONTRACTOR’S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City’s decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger, or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor’s administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor’s legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor’s corporate name.

§105. CONTRACTOR’S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents, and their amendments, if any:

- A. Contractor’s Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.
- B. Contractor’s Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
- C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor’s offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.
- D. Board of Commissioners’ meeting minutes.

§106 Definitions

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

- A. “AGREEMENT” means this legally binding contract entered into between LAHD and LAHSA.

B. “AT RISK OF HOMELESSNESS” means:

1. An individual or family who:
 - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition; and
 - c. Meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a health care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Recipient’s approved consolidated plan;
2. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42

U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

C. “CITY” means the City of Los Angeles, a municipal corporation.

D. “CHRONICALLY HOMELESS” means:

1. An individual who:

- a. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- b. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years, and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described.; and
- c. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;
- d. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- e. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

E. “COMMENCEMENT DATE” means the date Contractor (LAHSA) shall start providing housing and/or services under the Program funded herein. The commencement date of this Agreement is October 1, 2023.

F. “COMPLIANCE” means that Contractor is in compliance with all terms and conditions of this Agreement including, but not limited to, maintaining documentation (or ensuring that documentation is being properly maintained) of the eligibility of homeless persons served, submission of invoices, financial back-up documentation and program reports by required due dates, and timely submission of written corrective action plans which may be required to resolve programmatic or fiscal deficiencies identified by LAHD.

G. “CRISIS HOUSING” (short-term and medium-term) See definition of emergency shelter and transitional housing.

H. “DEVELOPMENTAL DISABILITY” means, as defined in 0:

1. A severe, chronic disability of an individual that—
 - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the individual attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations in three or more of the following areas of major life activity:
 - i. Self-care;
 - ii. Receptive and expressive language;
 - iii. Learning;
 - iv. Mobility;
 - v. Self-direction;
 - vi. Capacity for independent living;
 - vii. Economic self-sufficiency; and
 - e. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
2. An individual from birth to age nine, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of “developmental disability” in this section if the individual, without services and supports, has a high probability of meeting those criteria later in life.

I. “DISABILITY” means:

1. A condition that:
 - a. Is expected to be long-continuing or of indefinite duration;
 - b. Substantially impedes the individual’s ability to live independently;
 - c. Could be improved by the provision of more suitable housing conditions; and
 - d. Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;

2. A developmental disability, as defined in this section; or
 3. The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).
- J. "EMERGENCY SHELTER" means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general, or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. For purposes of this Agreement, emergency shelter may also be referred to as short-term crisis housing.
- K. "ESSENTIAL SERVICES" means services to homeless individual or family in an emergency shelter that include the following: case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special population.
- L. "GF" means the General Funds of the City of Los Angeles for the Homeless Services and Housing Program pursuant to Council File Number 23-0600, authorized by the City Council on May 24, 2023, and approved by the Mayor on May 26, 2023.
- M. "HOMELESS" means:
1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - b. No subsequent residence has been identified; and

- c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
- 3. Unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless under this definition but who:
 - a. Are defined as homeless under Section 387 of the Runaway Homeless and Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a); and

Must also:

- b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - d. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
 - 4. Any individual or family who: Is fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
 - a. Has no other residence; and
 - b. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- N. "HOMELESS MANAGEMENT INFORMATION SYSTEM" (HMIS) means the information system designated by the Los Angeles Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

- O. “HUD” means the United States Department of Housing and Urban Development. HUD is also referred to as the Grantor in this Agreement.
- P. “LAHSA” or “Contactor” means the Los Angeles Homeless Services Authority, a Joint Powers Authority created by the City and County of Los Angeles.
- Q. “PERMANENT HOUSING” is long-term housing that may be accompanied by the provision of supportive services that are designed to enable homeless persons to live as independently as possible in a permanent setting.
- R. “PERSON WITH DISABILITIES” means a household composed of one or more persons at least one of whom is an adult who has a disability.
1. A person shall be considered to have a disability if he or she has a disability that:
 - a. Is expected to be long-continuing or of indefinite duration;
 - b. Substantially impedes the individual’s ability to live independently;
 - c. Could be improved by the provision of more suitable housing conditions; and
 2. Have a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6007); or
 3. Be the surviving member or members of any family that had been living in an assisted unit with the deceased member of the family who had a disability at the time of his or her death.
- S. “PROGRAM or PROJECT” means the operation of a facility and the provision of shelter and supportive services to homeless persons pursuant to the Agreement.
- T. “PROGRAM or PROJECT COSTS” means any and all costs, fees, or expenses in connection with the operations of the Project and in accordance with the Budget.
- U. “RECIPIENT” means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by HUD to assume financial responsibility and enters into a grant agreement with HUD to administer assistance.
- V. “TRANSITIONAL HOUSING” is a type of housing that facilitates the movement of homeless individuals and families to permanent housing within 24 months. Services provided in transitional housing must promote residential stability and increased skill level or income in order to prepare homeless persons to live more independently. For purposes of this Agreement transitional housing may also be referred to as medium-term crisis housing.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

- A. The term of this Agreement is from **October 1, 2023** to **June 30, 2025** and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement (“Term”). Performance shall not commence until the City has received and approved all of the documents described hereinabove.

§202. Services to be Provided by the Contractor

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

- A. The detailed Scope of Work is attached hereto as Exhibit “G” and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.
- B. Contractor Responsibilities

The Contractor shall ensure that it and its subcontractor(s) provide, or cause to be provided, direct, housing and/or supportive services to homeless residents of the City, using funding awarded by the City by this Agreement for this purpose.

1. General Overview of Contractor Responsibilities

- a. The Contractor shall implement, operate, and carry out the project awarded funding by the City under its City General Purpose funds – Action Plan as specified in the Budget Summary, Budget Detail, Expenditure Plan and Work Plan (BS/BD/EP/WP) incorporated herein by reference. Contractor shall comply with applicable federal, State and City policies, principles, ordinances, statutes, rules, regulations, procedures, and requirements, including current and future City directives and information bulletins, and any amendments thereto.
- b. The Contractor shall ensure that its subcontractor(s) ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City and that their income does not exceed applicable federal income guidelines for very low, and extremely low-income persons, making them eligible for services.

2. Contractor CoC Responsibilities

As the designated lead agency for the coordinated service and housing delivery system known as the Los Angeles Continuum of Care (CoC), Contractor is responsible for working with, advising, and assisting local governments in the development, consolidation, and expansion of programs for homeless individuals and families in the City and County of Los Angeles. Contractor will competitively solicit providers to operate programs that provide services to the homeless community such as emergency, transitional, and permanent housing, job training/placement, transportation assistance, alcohol, drug and mental health counseling, and case management services. Contractor is also responsible for the following CoC related activities:

- a. Providing reliable and accurate information, data, and technical assistance to LAHSA constituents which include program service providers, funders, public officials, the news media, and the community at large;
- b. Evaluating all LAHSA programs and activities using objective standards of measurement of performance;
- c. Conducting an annual count of the homeless population in Los Angeles City and County; and
- d. Implementing and maintaining a HMIS for all homeless programs that receive McKinney-Vento funding from HUD.

3. Administrative Responsibilities

- a. Oversee and monitor all project activities, including those of subcontractors to which program participants are referred.
- b. Safeguard and manage judiciously all funds paid to the Contractor for the project, including funds issued for payment to any subcontractor(s).
- c. Implement an objective procurement system for the selection of subcontractor(s).
- d. Provide project services consistent with benefiting primarily very low- and extremely low -income persons.
- e. Ensure that the terms and conditions of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the submission of cash requests. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.
- f. Ensure prior to the execution of a subcontractor agreement and prior to the release of funds to a subcontractor, that the subcontractor agency has provided proper evidence of required insurance coverage(s), naming the Contractor as an additional insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability, and workers' compensation, as required by the City, and that the Contractor has approved such coverage.
- g. Request payment for a subcontractor agency(ies) only after required program and fiscal documentation of costs has been received from the agency. Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of receipt of funds from the City.

4. Facility Requirements

- a. Location

Contractor shall ensure that the subcontractor facility designated as the site of the project funded under this Program shall be physically located within the boundaries of the City. The site shall remain as designated herein unless the City approves, in writing, relocation to a new site within the specified service area. Contractor shall provide the City with written notice 60 calendar days in advance of any subcontractor's intent to move or close the project site.

b. Accessibility

- i. Program facilities shall be designed to accommodate customer access, core services offered to participants, customer choice and electronic connectivity.
- ii. All facilities shall be maintained in compliance with Title II of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq., its implementing regulations at 24 CFR Part 8, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) Pub. L. 110-325 and all subsequent amendments; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40; §504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and implementing regulations at 24 CFR Parts 8 and 9; the Emergency Solutions Grant shelter and housing standards found at 24 CFR Part 576.403 and the Lead-Based Paint Poisoning Prevention Act; and the Fair Housing Act, 42 U.S.C. §3601 et seq., its implementing regulations at 24 CFR Parts 100, 103, and 104.
- iii. The City General Purposes-funded emergency shelters and transitional housing facilities must comply with the following shelter and housing standards to ensure that said shelters and facilities are safe, sanitary, and adequately maintained:
 - (a) Lead-Based Paint Requirements. The Lead Based Paint Poisoning Prevention Act applies to all shelters assisted under the GF program and all housing occupied by program participants. All GF sub-recipients are required to conduct a Lead-Based Paint inspection on all units receiving assistance under the rapid re-housing and homelessness prevention components if the unit was built before 1978 and a child under age of six or a pregnant woman resides in the unit.
 - (b) Structure and Materials. There should be a Certificate of Occupancy and the shelter building should be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.
 - (c) Access. The shelter must be accessible, and there should be a second means of exiting the facility in the case of emergency or fire.
 - (d) Space and Security. Each resident should have adequate space and security for themselves and their belongings. Each resident must have an acceptable place to sleep.
 - (e) Interior Air Quality. Each room or space within the shelter/facility must have a natural or mechanical means of ventilation. The interior air should be free of pollutants at a level that might threaten or harm the health of residents.

- (f) Water Supply. The shelter's water supply should be free of contamination.
- (g) Sanitation Facilities. Each resident should have access to sanitary facilities that are in proper operating condition. These facilities should be able to be used in privacy and be adequate for personal cleanliness and the disposal of human waste.
- (h) Thermal Environment. The shelter/facility must have any necessary heating/cooling facilities in proper operating condition.
- (i) Illumination and Electricity. The shelter/facility should have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There should be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- (j) Food Preparation. Food preparation areas, if any, should contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- (k) Sanitary Conditions. The shelter should be maintained in a sanitary condition.
- (l) Fire Safety-Sleeping Areas. There should be at least one working smoke detector in each occupied unit of the shelter facility. In addition, smoke detectors should be located near sleeping areas where possible. The fire alarm system should be designed for a hearing-impaired resident.
- (m) Fire Safety-Common Areas. All public areas of the shelter must have at least one working smoke detector.

c. Property or Facility Leases

- i. All leases of property or facilities procured to house a City GF program under this Agreement must contain a provision which allows the Contractor, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event the Contractor terminates the subcontractor's City GF agreement, or the subcontractor abandons the lease.
- ii. All leases of property or facilities procured to house a GF program under this Agreement must contain a provision which provides that any improvements made to the facility or property by subcontractor, paid for with GF funds, inures to the benefit of the Contractor, and the Contractor may elect, at its sole option, to remove such improvements.
- iii. It is recommended that the Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, the lessee may terminate the lease with 120 calendar days' written notice.

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

5. Project Personnel

Contractor shall designate and schedule the availability of at least one full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g., reporting requirements, personnel changes relating to this Agreement, and payment requests.

6. Monitoring

a. Internal Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance with applicable federal, State and City requirements.

b. Subcontractor Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of all project activities run by its subcontractor(s).

- i. Contractor shall conduct on-site monitoring of the subcontractor(s) in accordance with Contractor's established monitoring policies and procedures approved by the City.
- ii. Contractor shall prepare and give written monitoring reports to the Subcontractor(s) that, at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s) and follow up the implementation of corrective action.
- iii. If a fiscal review of a subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall notify the City in writing within ten (10) calendar days of such determination. If the fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify the City in writing within 24 hours of the detection of the problem. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain customer feedback for continual improvement of project operations.

c. Customer Satisfaction

Contractor shall ensure that its subcontractor(s) conduct exit interviews of participants when they complete or leave the program.

d. Grievance / Complaint Procedures

The Contractor shall develop a reasonable grievance / complaint resolution procedure in effect which shall outline the process and system in which grievances and complaints against the Contractor shall be addressed.

The Contractor shall also develop standards requiring a reasonable grievance / complaint resolution procedure to be in place at the subcontractor level that includes timeframes for each step of the process, a section on how beneficiaries of program services may be terminated for cause, and the process for appealing the final determination. Additionally, Contractor shall obtain a copy of all subcontractors' grievance/complaint procedures, and review said procedures to ensure that they satisfy the City's basic participant grievance resolution requirements.

- i. Subcontractor(s) that do not have existing grievance/complaint procedures may adopt grievance procedures that meet the Contractor's minimum standards for program/client grievance procedures. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by subcontractor(s) to said procedures.
- ii. The Contractor shall be responsible for compiling and maintaining a log of all grievances and formal complaints filed against itself, and of all grievances and formal complaints against subcontractors that are appealed to the Contractor. The Contractor shall also be responsible for requiring subcontractors to maintain a record of all complaints filed against its programs in a centralized and confidential location. Records of contractor and subcontractor complaint logs shall be made available to the City upon request.

e. Compliance with ADA 2010 Standards for Accessible Design and Self-Evaluation Requirements

- i. Contractor shall and shall require that each subcontractor providing group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units comply with the 2010 ADA Standards for Accessible Design (2010 Standards) applicable to residential facilities including, but not limited to, the provisions in Sections 233 and 809 (see 28 CFR §35.151(e)).
- ii. Contractor shall require that each subcontractor conduct a formal self-evaluation of its shelter facilities and its City-funded homeless programs, policies, and procedures to ensure that said facilities, programs, policies, or procedures do not intentionally or unintentionally limit persons with disabilities from accessing and/or fully participating in its programs and program activities.

- iii. Subcontractor(s) shall submit its completed self-evaluation forms to the Contractor prior to the end of the first year of the contract term and the Contractor shall maintain a log of these subcontractor ADA program self-evaluations and make the log and self-evaluations available to LAHD monitoring staff during on-site monitoring reviews of the Contractor. Compliance with this provision will be a condition to any extension of the Agreement for an additional term.

7. Shelter Program Requirements to Adhere to Civil Code Section 1954.09

- a. Shelter programs that are funded under this Contract shall adhere to the core components of Housing First, pursuant to subdivision (b) of Section 8255 of the California Welfare and Institutions Code. Shelter program is defined under California Civil Code section 1954.08.
- b. Contractor shall establish, adopt and clearly document rules governing how and for what reasons a shelter program participant's enrollment may be terminated and require that the shelter program operator disclose the termination policy to program participants in writing, in plain language, at the commencement of their occupancy. Shelter program participant and shelter program operator is defined under California Civil Code Section 1954.08.
 - (1) Permissible reasons for termination shall include sexual assault, verbally or physically threatening behaviors, which rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of Regulations, physical violence to staff or other program participants, direct observation of participant engaging in illegal activity onsite, or time limits established by the shelter program.
 - (2) Terminations for reasons not stated in subparagraph (1) above and any operational policies agreed upon by the City and Contractor prior will be approved by Contractor and shared with shelter program participants in a clearly labeled document.
 - (3) Contractor shall endeavor to ensure terminations are performed by the shelter program operator in a trauma-informed manner utilizing a harm-reduction approach, and to the extent that Contractor or shelter program has a contractual relationship with the hotel or motel shall ensure that the termination policies and procedures of the hotel, motel, and shelter program, including the required grievance procedure, comply with all applicable disability laws, including requirements for reasonable accommodation.
- c. Contractor shall establish procedures regarding how a shelter program participant will be provided a written termination notice if a termination occurs and will require the shelter program operator to disclose those procedures to shelter program participants in writing at the commencement of their occupancy upon approval of procedures by the City. LAHSA will not be responsible for compliance of this provision until the City has approved the policy and procedures document, and all other related documents governing this provision.
 - (1) Contractor shall require that the shelter program operator provide the termination notice to the participant at least 30 days prior to the proposed termination or, if the underlying cause for a proposed termination constitutes a "direct threat," as defined in paragraph

- (3) of subdivision (b) of Section 12179 of Title 2 of the Code of Regulations, the shelter program operator may remove the participant from the premises immediately, provided that the operator advises the participant of their right to utilize the grievance process described below.
- (2) The termination notice shall contain a clear, plain-language statement of the reason for the termination, shall notify the participant of their right to request a reasonable accommodation if they are a qualified person with a disability, and shall notify the participant of their right to utilize the grievance process described herein.
 - (3) The established procedure developed regarding participant guideline violations shall include an escalation continuum that incorporates documented warnings and documented shelter program operator staff and participant problem solving methods prior to instituting terminations from the shelter program.
- d. Contractor shall require that the shelter program operator provide an exit plan upon termination of a shelter program participant that includes referrals to any available local shelter service for which the participant is eligible and require that the shelter program operator make a good faith, reasonable effort to facilitate an intake for that participant in an available bed or unit.
- (1) Contractor shall require the shelter program operator to document good faith, reasonable efforts and make that documentation available upon request.
 - (2) Contractor, in cases where the grievance process is utilized, shall determine whether the shelter program operator's efforts constitute a good faith effort to facilitate a participant into an alternative available shelter site or program.
 - (3)(i) Contractor shall make good faith efforts to provide reasonable transportation accommodations upon termination of a shelter program participant from a program or upon transfer of a shelter program participant to an alternative available bed or unit.
 - (3)(ii) In exigent circumstances that necessitate the presence of first responders, police, or fire department and render it infeasible to provide a written termination notice at that time or coordinate a post exit plan, Contractor shall require the shelter program operator to create a written termination notice that satisfies the above-described requirements and make that documentation available to participants within 24 hours of their request.
- e. Contractor shall establish a grievance process that complies with due process and require that the shelter program operator disclose the grievance process to occupants in writing, in plain language, at the commencement of their occupancy.
- (1) The grievance process shall give shelter program participants a right to due process appeal through the Contractor if the shelter program participant believes they were or are being wrongfully terminated from the program, and shall inform shelter program participants on how to access and initiate the grievance process.

- (2)(i) Contractor shall provide program participants the opportunity to initiate the grievance process 30 days prior to their proposed termination date or at any point thereafter.
- (2)(ii) In cases where participants are subject to immediate removal based on circumstances that present a “direct threat,” as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of Regulations, Contractor shall provide participants the opportunity to initiate the grievance process at the time of removal or at any point thereafter.
- (3) If, following the grievance process, the proposed termination is not carried out, any participant already removed shall be granted the right to resume their participation in the program. If Contractor and/or the shelter program operator is unable to place the individual in the original site, Contractor and/or the shelter program operator shall facilitate a placement for that individual in an alternative available motel, hotel, or shelter site.

8. Removal/Termination of Shelter Program Participants

- i. Contractor and/or its shelter program operator(s) shall be solely responsible for any necessary removal and/or termination of a shelter program participant pursuant to Civil Code section 1954.09 including but not limited to initiating and conducting any legal process required for the removal and/or termination of a program participant. The City shall have no responsibility for the removal and/or termination of shelter program participant(s)

§203. Budget

- A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.
- B. In the administration of the Agreement, subject to prior City approval, Contractor may shift funding between line items or subrecipients within a program category. Upon City approval, Contractor shall notify the City in writing. City will respond in writing acknowledging receipt of such notice from the Contractor regarding the transfer.
- C. Contractor shall not shift funding between program categories without prior City approval and instructions. Transfers of funds between program categories may take place once approved by City Council, and attested by the Mayor.

III. PAYMENT

§301. Compensation and Method of Payment

A. Compensation

1. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of the Scope of Work (Work Plan) contained in this Agreement (See Exhibit G), an amount not to exceed Seventy-Five Million Five Hundred Fifty-Seven Thousand Three Hundred Seventy Dollars (\$75,557,370.00) in County service commitment funds and City General Purpose funds.

The up to contract amount shall be allocated to the program components and categories as identified in Exhibit I (Compensation Table). The foregoing amount represents the total maximum compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.

Contractor's right to receive compensation is conditioned upon approval of the budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions of this Agreement, as specified herein.

2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
3. The dollar amount set forth above is subject to change and may be reduced by an amendment to this Agreement should the City determine that Contractor's performance does not justify the level of funding as provided for herein.
4. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.
5. The Contractor shall maintain records by funding source, by line item for every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation which includes, but is not limited to, pay rolls, timecards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Such records shall be maintained in a file and made available for periodic review by authorized representatives of City, federal and/or State agencies or other source(s) of grant funds awarded to the Contractor. Undocumented expenditures shall not be paid under this Agreement.
6. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
7. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other

accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

8. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
9. Contractor shall not be reimbursed for administrative costs not specifically detailed in the approved cost allocation plan approved in the BS/BD/EP/WP.
10. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of general funds for this program to the City. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

C. Payment to Contractor

1. The City makes no commitment to fund this Agreement beyond the terms set herein. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.
2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content

and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

6. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.
- D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs: Payment for indirect costs, if any, shall be released in accordance with this Agreement, including Exhibit H, Subcontract and Procurement.
- G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Unless specifically stated herein or authorized by the City in writing, Contractor shall not incur overtime work expenditures.
- K. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.474.
- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

IV. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 Withheld Payments

LAHSA Homeless Recovery Roadmap Contract FY 2023-2025

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 Funds Earned Prior to the Commencement of this Agreement

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 Allowable and Unallowable Costs

- A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, which provisions supersede OMB A-122, and with the principles set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations, and ordinances.
 - 3. Be fully documented and determined in accordance with GAAP.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- B. The following costs, among others, are specifically disallowed:
 - 1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 - 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

3. Contributions and donations.
4. Entertainment: Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodging, and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
10. Non-Sufficient Funds (NSF) Fees: Fees resulting in bank accounts being overdrawn due to insufficient funds available to cover a transaction(s).
11. Insurance policies offering protection against debts established by the federal government.
12. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
13. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
14. Grant funds may not be used to supplant existing services.

§404 Program Income

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80, 2 CFR 200.307, and 24 CFR 85.25. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

- C. Any program income must be reported to the City on the expenditure report and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.
- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 Return of Program Income

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby. Any program income received after the end of the Term shall be paid to the City as required by 2 CFR 200.80, 2 CFR 200.307, and 24 CFR 85.25.

§406 Return of Unexpended Funds and Closeouts

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45-day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

V. STANDARD PROVISIONS

§501. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against

the City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§502. Applicable Law, Interpretation and Enforcement

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

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

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

§503. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of Section 505 herein.

§504. Amendment

All amendments to this Contract shall be in writing and signed and approved.

§505. Excusable Delays

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

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

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

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

§506. 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.

§507. Suspension

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

§508. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 8, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the

period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

- a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
- c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.
- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 508.A "Termination for Convenience".
 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§509. Independent Contractor

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

§510. Contractor's Personnel

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

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

§511. Assignment and Delegation

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

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

§512. Permits

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

§513. Claims for Labor and Materials

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

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

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

§515. Retention of Records, Audit, and Reports

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

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

§516. Bonds

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

§517. Indemnification

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

§518. Intellectual Property Indemnification

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

§519. Intellectual Property Warranty

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

§520. Ownership and License

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

The Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and

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

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

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

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

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

§521. Data Protection

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

§522. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined

by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit A hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§523. Best Terms

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

§524. Warranty and Responsibility of Contractor

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

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

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

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

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

§526. Child Support Assignment Orders

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

§527. Living Wage Ordinance

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

§528. Service Contractor Worker Retention Ordinance

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

§529. Access and Accommodations

A. The Contractor represents and certifies that:

1. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
2. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
3. The Contractor shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

4. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
5. 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.

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

C. Subcontractors Contractor will require its subcontractors to:

1. Each subcontractor providing group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units must comply with the 2010 ADA Standards for Accessible Design (2010 Standards) applicable to residential facilities include, but not limited to, the provisions in Sections 233 and 809 (see 28 CFR Sec. 35.151(e).
2. Contractor shall require that each subcontractor conduct a formal self-evaluation of its shelter facilities and its City-funded homeless programs, policies, and procedures to ensure that said facilities, programs, policies, or procedures do not intentionally or unintentionally limit persons with disabilities from accessing and/or fully participating in its programs and program activities.
3. Subcontractors shall submit completed self-evaluation forms, along with a corrective action plan, if necessary, to the Contractor prior to the end of the first year of the contract term. The Contractor shall maintain a log of these subcontractor forms and make the log and self-evaluations available to LAHD monitoring staff during on-site monitoring reviews of the Contractor. Compliance with this provision will be a condition to any extension of the Agreement for an additional term.
4. Programs and facilities that completed a formal self-evaluation during the program year 2021-22 and continue operating the same programs and services in the same facilities do not need to repeat.

§530. Contractor Responsibility Ordinance

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

§531. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the City's Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through

RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§532. Slavery Disclosure Ordinance

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

§533. First Source Hiring Ordinance

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

§534. Local Business Preference Ordinance

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

§535. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected 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 the City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

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

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

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

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

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

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

§540. Compliance with California Public Resource Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if

the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

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

§541. Possessory Interest Tax

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

§542. Confidentiality

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

§543. Conflict of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to Contractor by LAHD and Contractor acknowledges receipt of Directive FY12-0001. No Agreements and/or Amendments will be executed without Contractor's adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. Unless an exemption/waiver to Directive FY12-0001 was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§544. Disclosure of Border Wall Contracting Ordinance

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

§545. City's Additional Remedies

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

§546. Payment Does Not Imply Acceptance of Work

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

§547. Work Not in Scope of Services

- A. Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.
- B. Effective October 20, 2021, pursuant to Los Angeles Administrative Code Section 4.700, et seq., any and all employees of the Contractor and/or persons working on their behalf who (1) interact with City employees, (2) are assigned to work on City property for the provision of services, and/or (3) come into contact with the public during the course of work specified in this Agreement on behalf of the City must be fully vaccinated with the Covid-19 vaccine. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§548. Compliance With Current Applicable Safety Protocols And Laws

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

§549. 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.

§550. FEDERAL, STATE AND LOCAL TAXES

Federal, State, and local taxes shall be the responsibility of Contractor as an independent contractor and not as a City employee.

§551. INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit F and incorporated herein by reference.

§552. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

VI. REPORTS, RECORDS AND AUDITS REQUIREMENTS

§601 Reporting Requirements

A. Forms

Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data, and information pertaining to matters covered by this Agreement.

B. Fiscal Reports

Contractor shall submit to the City the following reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

1. Invoices

LAHSA is required to submit quarterly invoices on the prescribed forms and based on a budget approved by LAHD. LAHSA may submit invoices more frequently. The forms are:

- a. Cash Request
- b. Summary by City Budget Line
- c. Expenditure Report
- d. Schedule of Subrecipients

2. Closeout

- a. Within 60 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.
- b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45-day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.
- c. The close out forms provided by the City are as follows:
 - i. Subrecipient Release
 - ii. Subrecipient's assignment of refunds, rebates, and credits
 - iii. Contract Closeout Tax Certification

C. Program Reports

1. Performance Reports

- a. LAHSA will submit a quarterly report to the City within 45 days of the end of the quarter. The report shall include details about progress implementing all contracted programs, including but not limited to:
 - i. Participant demographics

- ii. Number of participants served during the reporting period
- iii. Number of participants served to date
- iv. Any significant variation from target metrics/service numbers of 20% or more shall be accompanied by a narrative explanation
- v. At the City's request, all data and project outcomes submitted should be accompanied by back up HMIS data with confidential information to be redacted.

2. Shelter and Interim Housing Occupancy Report

LAHSA will submit a report to the City on a quarterly basis, with the initial report no later than October 15th, describing:

- a. The number of available shelter and interim housing beds on an average night in the City;
- b. Shelter and interim housing bed availability trends in the City;
- c. Factors limiting full utilization of shelter beds, and
- d. Recommendations to increase shelter bed occupancy, including, but not limited to, the benefits and drawbacks of posting bed availability online.
- e. Average length of stay for an individual in (1) a shelter or (2) interim housing bed.
- f. Number and percent of individuals to exit (1) a shelter or (2) interim housing bed back to the street or another situation not suited for living.

D. Compliance

In the event that reports are not received in a timely manner, the City reserves the right to withhold funds from Contractor.

§602 Maintenance of Records

- A. **Record Retention:** Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of five years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records.

- B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 Customer/Applicant Files

Contractor shall and shall ensure that its subcontractors complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents, 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 Equipment Records

- A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below \$5,000 but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

- B. All equipment obtained under this Agreement shall have a City Identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- B. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 Purchase or Lease of Equipment or Facilities

Prior to the purchase or lease of equipment, Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term “equipment” as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property, real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.
3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for-profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor’s City Agreement or if Contractor abandons the lease.

- b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
- c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

Contractor shall amend any current lease agreements to incorporate the above provisions.

- 2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.
- 3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
- 4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 Accounting Practices

- A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.
 - 1. In accordance with GAAP and City Directives, financial systems shall include:
 - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
 - b. Effective internal controls to safeguard assets and assure their proper use;
 - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
 - d. Source documentation to support accounting records;
 - e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
 - f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 Documentation of Expenditures

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.
- B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.
- C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 Audits and Inspections

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California, or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
 - 1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LAHD, and/or.
 - 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 Confidentiality of Information

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State, and federal laws.
 3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
 4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
 5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
 6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any

individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 Security Clearance and Tuberculosis Test of Staff and Volunteers

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 Restriction on Disclosures

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§612 Homeless Management Information System Records and Reports

- A. Contractor shall report to the City numeric data, statistics, facts, news, details, and information for its City-funded project(s) using forms and formats such as the electronic HMIS prescribed by the City for this purpose.
- B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.
- C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 Installation of Financial Assistance Sign

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City.

§614 Press Releases – Public Information

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 Notice to City of Labor Disputes

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 Listing of Contractor's Employment Opportunities with EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 Technical Assistance

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 Prohibitions of Legal Proceedings

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City or their officials, employee, or representatives.

§619 Administrative Hearing for Denial of Client Benefits by Contractor – If Applicable

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.
- B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§620 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded

program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 Child Abuse

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

XII. SUBCONTRACT AND PROCUREMENT PROCEDURES

§701 Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental, or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit “H”, which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

VIII. REMEDIES

§801 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Contractor of performance deficiencies in accordance with §802 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City’s reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 Notice to Correct Performance

- A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.
- B. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 Suspension of the Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 Termination of Agreement

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30-day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- J. If, after notice of termination of this Agreement, 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 Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

IX. MISCELLANEOUS

§901 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.

§902 Survival of Terms and Conditions

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 602, 604 and 608.

§903 Order of Precedence

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the other exhibits and attachments hereto, and (iv) any documents provided by Contractor.

§904 Ratification Clause

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

§905 Counterparts and Electronic Signatures

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

§906 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 Fifty-Eight (58) pages and Nine (9) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

X. SIGNATURE PAGE

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

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
SBN 106866 City Attorney

By: 
Deputy / Assistant City Attorney

Date: 11/30/2023

APPROVED AS TO FORM
LAHSA, City Attorney

By: 
Catriona Archuleta-Silva (Nov 16, 2023 14:45 PST)
Deputy / Assistant City Attorney

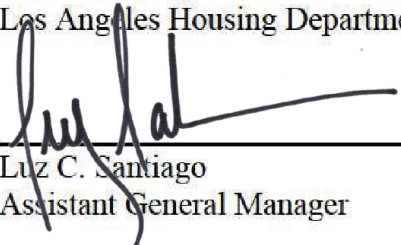
ATTEST:
HOLLY L. WOLCOTT, City Clerk

By:  
Deputy City Clerk
Date: 11/30/2023

Executed this 28th day of November,
2023

For: THE CITY OF LOS ANGELES

ANN SEWILL
General Manager
Los Angeles Housing Department

By: 
Luz C. Santiago
Assistant General Manager

Executed this 20th day of November,
2023

For: **LOS ANGELES HOMELESS SERVICES
AUTHORITY**

By: 
Dr. Va Lecia Adams Kellum
Chief Executive Officer

By: 
Jeffrey Samson (Nov 20, 2023 13:22 PST)
Jeffrey Samson
Acting Chief Financial and Administration
Officer

City Business License Number: Exempted
Internal Revenue Service Number: 95-4498834
Contract UEI No. HAW8D5MS9JE4

Council File Number	Contract/Amendments	Council/Mayor Approval Dates
20-0841-S34; 20-0841-S36	Original Contract	05/30/2023, 06/12/2023; 09/19/2023, 09/27/2023

Said Agreement is Number C-144656 of City Contracts.

LAHSA Homeless Recovery Roadmap Contract FY 2023-2025

EXHIBIT A
Form Gen 146 (Rev. 6/12)
Required Insurance and Minimum Limits

Name: Los Angeles Homeless Services Authority Date: _____

Agreement/Reference: LAHSA Homeless Recovery Roadmap FY 2023 - 2025

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 <u>Statutory</u>
		EL \$ <u>1,000,000</u>
☐	Waiver of Subrogation in favor of City	
☐	Longshore & Harbor Workers Jones Act	

☒	General Liability	
☒	Products/Completed Operations	\$ <u>1,000,000</u>
☐	Fire Legal Liability	
☐	Sexual Misconduct	

☐	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
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☐	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ _____
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☐	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐	All Risk Coverage	\$ _____
☐	Flood	
☐	Earthquake	
☐	Boiler and Machinery	
☐	Builder's Risk	

☐	Pollution Liability	\$ _____
☐	_____	

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

Other:

Los Angeles Homeless Services Authority (LAHSA)
LAHSA Homeless Recovery Roadmap FY 2023-2025

EXHIBIT A
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE
REQUIREMENTS

NAME:	Kimi Kawashima
CITY AGENCY:	Los Angeles Housing Dept
ADDRESS:	1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
TELEPHONE:	(213) 744-7354
EMAIL:	kimi.kawashima@lacity.org

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

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects

and should include building materials in transit and stored at the project site.

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

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

(Rev. 05/18)

EXHIBIT B
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

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

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

Rev. 08/08

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

Va Lecia Adams Kellum

Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Va Lecia Adams Kellum

SIGNATURE

11/20/2023

DATE

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Va Lecia Adams Kellum Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Va Lecia Adams Kellum

SIGNATURE

11/20/2023

DATE

Exhibit C (cont.)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT D
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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Va Lecia Adams Kellum

Chef Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Va Lecia Adams Kellum

SIGNATURE

11/20/2023

DATE

**EXHIBIT E
MANAGEMENT REPRESENTATION**

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☒ False ☐

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls and preventing and detecting fraud and abuse.

True ☒ False ☐

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Commissioners, and Committees of the Board of Commissioners which may have a material impact on Contractor's ability to perform the City's Contract.

True ☒ False ☐

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☒ False ☐

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True ☒ False ☐

- c. Actual, forthcoming, or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True ☒ False ☐

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True ☒ False ☐

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True ☒ False ☐

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True ☒ False ☐

8. I am not aware of any pending litigation, bankruptcy, judgment, liens, and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True ☒ False ☐

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☒ False ☐

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☒ False ☐

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

True ☒ False ☐

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

True ☒ False ☐

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

True ☒ False ☐

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True ☒ False ☐

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True ☒ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Va Lecia Adams Kellum Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Va Lecia Adams Kellum
SIGNATURE

11/20/2023
DATE

EXHIBIT F
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author, or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement, or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the

data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

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

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

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

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and

final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

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

Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, computer software, visual works, or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

I. Patent Rights

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

J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section G above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date

of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

K. Warranties

1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
 - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
 - c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
 - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

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

EXHIBIT G
SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
WORK PLAN FOR CONTRACT NUMBER C-xxxxxx
BETWEEN
LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)
AND
THE CITY OF LOS ANGELES
RELATING TO
HOMELESS RECOVERY ROADMAP PROGRAMS:

1. LEASING AND FUNDING OF NEW INTERIM HOUSING BEDS (INCLUDES YEAR-ROUND SITES)
2. NEW INTERIM UNITS (TINY HOME VILLAGE)
3. SAFE PARKING PROGRAMS
4. SAFE SLEEP

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Los Angeles Homeless Services Authority (LAHSA)
LAHSA Homeless Recovery Roadmap FY 2023-2025

I. GENERAL STATEMENT OF LAHSA'S PURPOSE

- A. The Los Angeles Homeless Services Authority (LAHSA), an independent unit of local government, is a Joint Powers Authority which was created in December 1993 by the City and County of Los Angeles. LAHSA's mission is to plan, coordinate and manage resources for homeless programs in Los Angeles County with the exception of the cities of Glendale, Long Beach, and Pasadena.
- B. LAHSA administers funding through a vast network of nonprofit agencies through sub-contracts for programs designed to assist homeless persons transition from homelessness to independent living. LAHSA also operates one direct program of outreach to homeless persons living on the street and in encampments through its Homeless Engagement Teams, which also respond to requests from businesses, local elected officials, and community members to help place homeless people in stable housing. LAHSA collaborates with the City, the Department of Public Social Services, and the Community Development Commission of the County of Los Angeles in the operation of the Los Angeles County Coordinated Entry System (CES).
- C. LAHSA is governed by a ten-member Board of Commissioners, five of whom are appointed by the Mayor and confirmed by City Council, and one by each of the five County Supervisors.

II. CLIENT ELIGIBILITY

- A. ESG funds will be used to serve single individuals and families (households consisting of at least one adult and minor under the age of 18) who are determined to be homeless (Category 1 or 4) per the Department of Housing and Urban Development's (HUD) Final Rule on 'defining Homeless' (24 CF part 91, 576 and 578).
 - 1. Category 1: Literal Homeless - An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes one of the following:
 - i. Has primary nighttime residence that is a public or private place not meant for human habitation. Examples include street, park, vehicle, abandoned building, bus/train station, airport, camping ground);
 - ii. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (Emergency shelter, transitional housing, motel/motel paid by government or charitable organization);
or

- iii. Exiting an institution where the head of household has resided for 90 days or less AND were residing in an emergency shelter or place not meant for human habitation immediately before entering an institution. Examples of institutions include a medical hospital, psychiatric hospital, jail, prison, substance abuse treatment facility, and dependent care facility.
- 2. Category 4: Individuals/Families fleeing and/or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member and includes ALL of the following:
 - i. Have no identified residence, resources, or support networks; **AND**
 - ii. Lack the resources and support networks needed to obtain other permanent housing.

III. PROGRAM COMPONENTS

A. LEASING AND FUNDING OF NEW INTERIM HOUSING BEDS (INCLUDES YEAR-ROUND SITES)

1. PROJECT DESCRIPTION:

Under the terms of this Program Component—Roadmap Interim Housing—funding will be provided through this Funder Agreement to temporarily lease Units for new Interim Housing beds in multiple sites. The site locations and lease amounts will be identified and approved by City Council and the Mayor in future motions. LAHSA will work with partnering stakeholders to identify sites as indicated in the Homeless Roadmap. As part of the Roadmap Interim Housing program, services provided include safe, secure shelter, meals, and case management on a 24-hour basis for adults, families, and youth. All programs must incorporate low barrier, trauma informed, and harm reduction policies and procedures into their program design and interim housing operations. Interim Housing is meant to be accessible, with minimal barrier to entry and minimal barrier to program participation for persons experiencing homelessness. As directed by the City of Los Angeles, participants will be referred to the program through LAHSA's Interim Housing centralized matching process which will process referrals using eligibility and prioritization criteria established by the City and/or by the Council District Office where the project is located. City- and/or Council District Office-directed criteria may include but would not be limited to current geographic location where participant is

experiencing homelessness, length of time experiencing homelessness within a specific geographic area, targeted outreach or encampment response area, or other individual participant-level approvals by the individual Council District in which the program is held.

This Funder Agreement supports both FFE and Operations Costs at the sites. The Roadmap Interim Housing sites will operate for terms that extend as far as June 30, 2024.

2. UNDUPLICATED CLIENTS SERVED:

The fifteen (15) A Bridge Home Sites and eighteen (18) Other Interim Housing Sites throughout the City will have the ability to serve 2,452 unduplicated homeless households in FY23-24.

3. PROJECT OUTCOME:

Roadmap Interim Housing		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	20%
2.	Occupancy Rate	95%

4. METRICS COLLECTED

Note that all data points listed below would be provided to LAHD on a Quarterly basis:

- i. Number and percentage of Clients that are Document Ready
- ii. Number and percentage of Clients that are connected to Housing Navigation
- iii. Number and percentage of clients that are connected to Time Limited Subsidy
- iv. Number and percentage of clients that are receiving Housing Case Management services at the IH site
- v. Average and Median time to Housing Connection: Housing Navigation, TLS, CM at IH
- vi. Number and percentage of enrollments into TLS with a move-in date
- vii. Number and percentage of enrollments into PSH with a move-in date

- viii. Number and percentage of exits to a PH destination
- ix. Average and Median time to exit
- x. Number and percentage of exits to temporary housing
- xi. Number and percentage of exits to unsheltered homelessness
- xii. Number and percentage of exits to institutions – Criminal
- xiii. Number and percentage of exits to institutions – Medical
- xiv. Number and percentage of exits – deceased
- xv. Number and percentage of exits to unknown

5. OPERATIONS COSTS, FFE, & LOCATIONS:

Services will take place at the following sites through June 30, 2024.

A Bridge Home Sites – 07/01/2023 – 06/30/2024

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
2	Yes	13160 Raymer St.	Individual Adults	85	Hope of the Valley
2	Yes	7700 Van Nuys Blvd.	Individual Adults	100	Hope of the Valley
4	Yes	3061 Riverside Dr.	Families	80	PATH
4	Yes	3428 Riverside Dr.	Individual Adults	100	PATH
6	Yes	14333 Aetna St.	Individual Adults	74	The Salvation Army
7	Yes	Sylmar Armory	Women	85	LA Family Housing
10	Yes	1819 S. Western Ave.	Women	15	1736 Family Crisis Center

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
10	Yes	625 La Fayette Place	Individual Adults	72	The Salvation Army
13	Yes	1214 Lodi Place	Women	94	PATH
13	Yes	1533 Schrader Blvd.	Individual Adults	72	PATH
15	Yes	407 N. Beacon St.	Individual Adults	100	Harbor Interfaith
15	Yes	828 Eubank Ave.	Individual Adults	100	US Vets
Total				1,162* **	

***Schrader site's 72 beds are only represented once in the overall bed number to provide an accurate total number of physical beds.

Other Interim Housing Sites – 07/01/2023 – 06/30/2024

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
4	Yes	1701 Camino Palmero Street	Families	21	PATH
6	Yes	6909 N. Sepulveda Blvd.	Individual Adults	146	Home At Last
6	Yes	7816 N. Simpson Avenue ²	Individual Adults	49	LA Family Housing
8	Yes	5615-5749 South Western Avenue	Individual Adults	7	Testimonial Community Love Center
8	Yes	8501 1/2 South	Women	25	New Reflections

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
		Vermont Avenue			
9	Yes	9165 & 9165 ½ S. Normandie St. (replacing 263 W 42nd St & 263 1/2 W 42nd St.)	Individual Adults	28	SSG/HOPICS
9		1300-1332 W. Slauson Avenue		100	TBD
9	Yes	224 E. 25th St & 224 1/2 E 25th St ³	Individual Adults	68	SSG/HOPICS
9	Yes	5100 South Central Avenue	Individual Adults	25	Home At Last
9	Yes	8701 S. Broadway	Individual Adults	150	Home At Last
12	No	18140 Parthenia St	Individual Adults	107	Hope of the Valley
13	No	5941 Hollywood Blvd.	Men	30	The Salvation Army
14	No	1060 Vignes St.*	Individual Adults	232	Weingart
14	Yes	1904 Bailey St. 10	Individual Adults	72	VOALA
14	Yes	543 Crocker St.	Individual Adults	20	VOALA
14	Yes	566 S. San Pedro St.	Individual Adults	60	Weingart Center

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
15	Yes	345 and 347 E 118 PI	Individual Adults	4	SSG/HOPICS
9	Yes	2521 - 2525 Long Beach Ave	Individual Adults	146	VOALA
Total				1,290	

Other Interim Housing Sites – 07/01/2023 06/30/2024

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
4	Yes	1701 Camino Palmero Street	Families	21	PATH
6	Yes	6909 N. Sepulveda Blvd.	Individual Adults	146	Home At Last
6	Yes	7816 N. Simpson Avenue	Individual Adults	49	LA Family Housing
8	Yes	5615-5749 South Western Avenue	Individual Adults	7	Testimonial Community Love Center
8	Yes	8501 1/2 South Vermont Avenue	Women	25	New Reflections
9	Yes	9165 & 9165 1/2 S. Normandie St. (replacing 263 W 42nd St & 263 1/2 W 42nd St.)	Individual Adults	28	SSG/HOPICS

CD	Year Round IH Site	Site	Population Served	Beds	Service Provider
9		1300-1332 W. Slauson Avenue		100	TBD
9	Yes	224 E. 25th St & 224 1/2 E 25th St	Individual Adults	68	SSG/HOPI CS
9	Yes	5100 South Central Avenue	Individual Adults	25	Home At Last
9	Yes	8701 S. Broadway	Individual Adults	150	Home At Last
12	No	18140 Parthenia St	Individual Adults	107	Hope of the Valley
13	No	5941 Hollywood Blvd.	Men	30	The Salvation Army
14	No	1060 Vignes St.*	Individual Adults	232	Weingart
14	Yes	1904 Bailey St. 10	Individual Adults	72	VOALA
14	Yes	543 Crocker St.	Individual Adults	20	VOALA
14	Yes	566 S. San Pedro St.	Individual Adults	60	Weingart Center
15	Yes	345 and 347 E 118 PI	Individual Adults	4	SSG/HOPI CS
9	Yes	2521 - 2525 Long Beach Ave	Individual Adults	146	VOALA
Total				1,290	

* May require modification in future amendment to align with any future directive in the Roadmap Report

B. NEW INTERIM UNITS (TINY HOME VILLAGE)

1. PROJECT DESCRIPTION:

The Tiny Home Village Interim Housing program will offer 24-hour crisis housing programming and services (which offers individuals an individual. As directed by the City of Los Angeles, participants will be referred to the program through LAHSA's Interim Housing centralized matching process which will process referrals using eligibility and prioritization criteria established by the City and/or by the Council District Office where the project is located. City- and/or Council District Office-directed criteria may include but would not be limited to current geographic location where participant is experiencing homelessness, length of time experiencing homelessness within a specific geographic area, targeted outreach or encampment response area, or other individual participant-level approvals by the individual Council District. Persons receiving Tiny Home services will be provided access to a hygiene service, case management, and a variety of supportive services.

The Tiny Home Village Interim Housing program will be composed of a community of Tiny Home Village Interim Housing Units, which are broadly classifiable as "tiny houses," in that they are private dwellings with locking doors, windows, secure ventilation systems, and structural floors, while also offering options to be equipped with heating, electricity, air conditioning, mattresses, and egress doors. Tiny Home Village Interim Housing Units are currently offered in two models—the "Pallet-64" model, which is 64 square feet and designed for 1 to 2 people, as well as the "Pallet-100" model, which is 100 square feet and designed for family units. The Tiny Home Village Interim Housing Program sites will operate on an annual basis through June 30, 2024.

Tiny Home sites will offer the following services, designed to stabilize participants while simultaneously facilitating the pursuit (and improved readiness for) permanent housing opportunities:

- i. 24-Hour Bed Availability
- ii. Case Management
- iii. Intake and Assessment

- iv. Crisis Intervention & Conflict Resolution
- v. Supportive Services
- vi. Residential Supervision
- vii. Three (3) Meals per-Day
- viii. Security
- ix. Restrooms & Showers

2. UNDUPLICATED CLIENTS SERVED:

The eleven (11) Tiny Home Village Interim Housing Sites throughout the City will have the ability to serve 1,415 unduplicated homeless households.

3. PROJECT OUTCOME:

Roadmap Interim Housing		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	20%
2.	Occupancy Rate	95%

4. METRICS COLLECTED

Note that all data points listed below would be provided to LAHD on a Quarterly basis:

- i. Number and percentage of Clients that are Document Ready
- ii. Number and percentage of Clients that are connected to Housing Navigation
- iii. Number and percentage of clients that are connected to Time Limited Subsidy
- iv. Number and percentage of clients that are receiving Housing Case Management services at the IH site
- v. Average and Median time to Housing Connection: Housing Navigation, TLS, CM at IH

- vi. Number and percentage of enrollments into TLS with a move-in date
- vii. Number and percentage of enrollments into PSH with a move-in date
- viii. Number and percentage of exits to a PH destination
- ix. Average and Median time to exit
- x. Number and percentage of exits to temporary housing
- xi. Number and percentage of exits to unsheltered homelessness
- xii. Number and percentage of exits to institutions – Criminal
- xiii. Number and percentage of exits to institutions – Medical
- xiv. Number and percentage of exits – deceased
- xv. Number and percentage of exits to unknown

5. OPERATIONS COSTS, FFE, AND LOCATIONS:

Services will take place at the following sites through June 30, 2024:

CD	Site	Population Served	Number of Beds	Service Provider
2	11471 Chandler Blvd.	Individual Adults	75	Hope of the Valley
2	6099 Laurel Canyon	Individual Adults	200	Hope of the Valley
3	19040 Vanowen St. (formerly 6700 Vanalden Ave.)	Individual Adults	101	Hope of the Valley

CD	Site	Population Served	Number of Beds	Service Provider
3	6073 N Reseda Blvd.	Individual Adults	148	Hope of the Valley
6	9700 San Fernando Road/9710 San Fernando Blvd.	Individual Adults	161	VOALA
15	1221 Figueroa Pl.	Individual Adults	80	The Salvation Army
2	12600 Saticoy	Individual Adults	150	Hope of the Valley
13	1455 Alvarado St	Individual Adults	74	Urban Alchemy
13	2301 W. 3 rd St.	Individual Adults	109	Urban Alchemy
14	7570 Figueroa St.	Individual Adults	93	Union Station Homeless Services
14	Arroyo Drive and Avenue 60	Individual Adults	224	Hope of the Valley
Total			1,415	

C. SAFE PARKING PROGRAMS

1. PROJECT DESCRIPTION:

In the City of Los Angeles, there are thousands of homeless individuals who are living in their vehicles. Vehicles provide a sense of security for some homeless individuals. Throughout the City,

several areas designated by ordinances do not allow for overnight vehicle parking. As a result, homeless individuals living in their vehicles must move repeatedly or face the risk of citations and towing. The lack of safety and stability for individuals living in their vehicles hinders their path to self-sufficiency and housing. To help alleviate this issue, LAHSA has established a countywide Safe Parking Program that allows for overnight parking at predetermined locations for homeless individuals and/or families who currently dwell in their vehicles. Safe Parking programs further the concept of “No Wrong Door,” as the program can be used to connect homeless individuals to housing, service providers, and case management services, including the Coordinated Entry System (CES). The Safe Parking sites will be located throughout the City. The terms of the Safe Parking sites will run through June 30, 2024.

2. UNDUPLICATED CLIENTS SERVED:

Eight Safe Parking Sites throughout the City will have the ability to minimally serve 185 unduplicated homeless households living in their vehicles.

3. PROJECT OUTCOME:

Safe Parking		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	10%
2.	Occupancy Rate	95%

4. METRICS COLLECTED

Note that all data points listed below would be provided to LAHD on a Quarterly basis:

- i. Number and percentage of Clients that are Document Ready
- ii. Number and percentage of Clients that are connected to Housing Navigation
- iii. Number and percentage of clients that are connected to Time Limited Subsidy
- iv. Number and percentage of clients that are receiving Housing Case Management services at the IH site

- v. Average and Median time to Housing Connection: Housing Navigation, TLS, CM at IH
- vi. Number and percentage of enrollments into TLS with a move-in date
- vii. Number and percentage of enrollments into PSH with a move-in date
- viii. Number and percentage of exits to a PH destination
- ix. Average and Median time to exit
- x. Number and percentage of exits to temporary housing
- xi. Number and percentage of exits to unsheltered homelessness
- xii. Number and percentage of exits to institutions – Criminal
- xiii. Number and percentage of exits to institutions – Medical
- xiv. Number and percentage of exits – deceased
- xv. Number and percentage of exits to unknown

5. OPERATIONS COSTS AND LOCATIONS:

Services will take place at the following sites through June 30, 2024:

CD	Site Name & Address	Population Served	# Of Spaces	Service Provider
3	DOT Lot 74 7128 Jordan Avenue	All Population	25	North Valley Caring Services
9	CD9 Field Office & Constituent Services Center 4301 South Central Avenue	Single Adults	10	SSG/HOPICS
9	1201 S. Figueroa St.	Single Adults	30	Safe Parking LA

CD	Site Name & Address	Population Served	# Of Spaces	Service Provider
11	11339 Iowa Ave.	All Population	25	Safe Parking LA
15	711 S. Beacon St.	All Population	30	VOALA
15	HACLA Office 19610 S. Hamilton Avenue	All Population	25	Watts Labor Community Action Committee
12	Metrolink Station Northridge 8775 Wilbur Avenue	All Population	20	North Valley Caring Services
13	LADWP Lot 1033 N. Cole Avenue	Single Adults	20	Community Partners/Safe Parking LA
TOTALS:			185	

D. SAFE SLEEP

1. PROJECT DESCRIPTION:

The Safe Sleep Village will provide spaces for individuals and/or couples to sleep outside in their tents safely with any other belongings that can fit in a designated area within a larger sanctioned encampment site. This intervention aims to mitigate the risks of living in an encampment by providing on-site security, case management, bathrooms, and meals. This is a low-barrier, harm reduction program model.

The Safe Sleep Village will serve as an access point into the Coordinated Entry System (CES). Service providers will enter clients into CES and connect residents to case management, and housing navigation services within the homeless services system. One of the expected benefits of the Safe Sleep Village is its ability to actively engage persons experiencing literal homelessness who present with service barriers to participate in more traditional interim housing programs.

The Safe Sleep Village model, includes staffing that help oversee:

- i. Security.

- ii. Client intake and care coordination.
 - iii. Custodial and sanitation services within the site and surrounding area.
 - iv. Crisis intervention and conflict resolution.
2. UNDUPLICATED CLIENTS SERVED:
- The sites must serve 125 unduplicated homeless households.
3. PROJECT OUTCOME:

Safe Sleep Village		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	15%
2.	Occupancy Rate	95%

4. METRICS COLLECTED

Note that all data points listed below would be provided to LAHD on a Quarterly basis:

- i. Number and percentage of Clients that are Document Ready
- ii. Number and percentage of Clients that are connected to Housing Navigation
- iii. Number and percentage of clients that are connected to Time Limited Subsidy
- iv. Number and percentage of clients that are receiving Housing Case Management services at the IH site
- v. Average and Median time to Housing Connection: Housing Navigation, TLS, CM at IH
- vi. Number and percentage of enrollments into TLS with a move-in date
- vii. Number and percentage of enrollments into PSH with a move-in date
- viii. Number and percentage of exits to a PH destination

- ix. Average and Median time to exit
- x. Number and percentage of exits to temporary housing
- xi. Number and percentage of exits to unsheltered homelessness
- xii. Number and percentage of exits to institutions – Criminal
- xiii. Number and percentage of exits to institutions – Medical
- xiv. Number and percentage of exits – deceased
- xv. Number and percentage of exits to unknown

5. OPERATIONS COSTS, FFE, AND LOCATIONS:

Service Providers will be allocated up to the following amounts for the costs of operations/services and Furniture, Fixtures, and Equipment (FFE) from the sources and at the locations described below:

Fiscal Year 2023 - 2024 CD	Site*	Population Served	Number of Tent Spaces	People to be Served	Service Provider
9	2300 S. Central Avenue*	Individual Adults	125	125	Urban Alchemy
Total			125	125	

*Operations funded through June 30, 2024.

IV. REPORTING OF PROJECT ACTIVITIES

- A. Contractor shall receive quarterly performance reports from subcontractors and submit the reports to the City by the date on the reporting schedule below. The report shall include participant demographics, number of participants served during the reporting period, number of participants served to date, and progress toward performance outcomes. Program performance and reporting requirements will include data by Council District, by Service Provider, and

Citywide. Whenever appropriate, the report shall be accompanied by a narrative describing any issues or barriers experienced in implementing the project. Contractor shall submit quarterly performance reports to the City 45 days after the end of each quarter.

- B. In the event that reports are not received in a timely manner, the City reserves the right to withhold funds from Contractor.
- C. Reports shall be submitted according to the following schedule. Contractor may request an extension; however, it is not deemed approved until the City provides a written approval.

REPORTING PERIOD	SUBMISSION DATE TO LAHD
July 1 2023, - September 30, 2023	November 15, 2023
October 1, 2023 – December 31,2023	February 15,2024
January 1, 2024 – March 31, 2024	May 15, 2024
April 1,2024 – June 30, 2024	August 15, 2024
July 1 2024, - September 30, 2024	November 15, 2024
October 1, 2024 – December 31,2024	February 15,2025
January 1, 2025 – March 31, 2025	May 15, 2025
April 1,2025 – June 30, 2025	August 15, 2025

V. SERVICE PROVIDER CONTRACTS

LAHSA shall ensure that all service provider contracts include the following provisions:

- A. Clear outline of responsibility to identify the client and the client's appropriate intervention/housing plan.
- B. Requirement that Service Providers assess and enroll (intake) any client seeking assistance into the Coordinated Entry System (CES), whether or not assistance is readily available at the time it is requested.
- C. Invoices for reimbursement shall be submitted within two (2) weeks of the end of the reporting period; and
- D. Performance data shall be submitted on a monthly basis describing client contacts,

program enrollments, placements, housing retention, and funds expended by program pathways.

- E. Compliance with any good neighbor policies and community agreements for interim and/or permanent supportive housing sites.

VI. COMMUNITY LINKAGES

Contractor shall maintain linkages with other community-based organizations social service agencies, schools, law enforcement agencies, community volunteers and similar groups as appropriate to meet the objectives of this Agreement. The Contractor shall utilize these resources for the development of workshops and client referrals.

VII. ACCOUNTING SERVICES

The Contractor shall maintain records for every expenditure incurred directly, or indirectly, by this Agreement and shall include, but not to be limited to, documentation of all budgeted expenditures, e.g.: timecards, requests for payment, rental leases, invoices, and any other documents pertinent to the expenditures. In addition, a log of all expenditures by line item shall be maintained by the Contractor. Such records shall be maintained in a file and be made available for examination.

VIII. EQUIPMENT ACCOUNTABILITY

The Contractor shall assure that all non-expendable equipment purchased with funds provided by previous Agreements between the City and the Contractor, and any subsequent amendments thereto, and all such equipment having a City identification decal affixed to it and listed on the City's equipment inventory record card, together with all non-expandable equipment purchased under the terms of the Agreement, shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for.

IX. ATTENDANCE AT CITY MEETINGS AND/OR TRAINING SESSIONS

The Contractor shall be required to attend all meetings and/or training sessions as identified by the City. The Contractor may be excused from attendance only by prior written consent of the City.

EXHIBIT H
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

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

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the

other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease, or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

b. Responsibilities:

(1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

(a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

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

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

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

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

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

- (6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.
- (7) The Contractor shall keep records sufficient to ensure that funds have not been spent unlawfully.
- (8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
- (9) The Contractor shall not contract with any party that is debarred, suspended, or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

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

- (10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
- (11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the

evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

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

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

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

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

- (14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.
- (15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
- (16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
- (17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
- (18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.
- (19) Participation of Minorities, Women, Disadvantaged and Small Businesses
- To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.
- (20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials

produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

- (22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- (i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (ii) Procure or obtain, extend, or renew a contract to procure or obtain;
 - (iii) Enter into a contract (or extend or renew a contract) to procure; or
 - (iv) Obtain the equipment, services, or systems.
- c. Cost or Price Analysis:
- (1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

- (2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

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

in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

- (2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.
- (3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractor with an approved childcare policy.
- (4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

- (1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:
 - (a) Has a history of unsatisfactory performance;
 - (b) Is not financially stable;
 - (c) Has a management system that does not meet the management standards set forth in this part; or

- (d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.
- (2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a “high-risk” contractor or subcontractors, then special funding restrictions that address the “high-risk” status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:
- (a) Use of reimbursements rather than advances or payment upon completion of the project;
 - (b) Requiring additional and/or more detailed financial or performance reports;
 - (c) Additional monitoring;
 - (d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
 - (e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
- (3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:
- (a) The nature of the funding restriction(s);
 - (b) The reason(s) for imposing them;
 - (c) The corrective actions which must be taken before they will be removed, and the time allowed for completing the corrective actions;
 - (d) The method of requesting reconsideration of the restrictions imposed; and
 - (e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §504 of this Agreement.

g. Methods of Procurement

- (1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.
- (2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.
 - (a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.
 - (b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

<u>Dollar Range of Purchase</u>	<u>Contract and Method</u>
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\$10,001 to \$250,000

3 written bids received**

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

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

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

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

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

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

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the

date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

- (ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.
 - (vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.
- (d) Procurement by competitive proposals.

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

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

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

(e) Procurement by Noncompetitive Proposals

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

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

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

- i. Specific deliverables and the basis for payment;
- ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;
- iii. Provisions that describe remedies for breach;
- iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
- v. Provisions for termination for cause and convenience;
- vi. Access to records for audit purposes;
- vii. Audit requirements;
- viii. Provisions for payment and delivery;
- ix. Provisions describing contract amendment procedures;
- x. Provisions against assignment;
- xi. Provisions for equal opportunity and non-discrimination;
- xii. Provisions prohibiting conflicts of interest.

(g) Competition

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

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

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

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

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set

forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

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

(h) Appeal and Dispute Procedures

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

EXHIBIT I
COMPENSATION TABLE

	COUNCIL FILE NO.	APPROVAL DATES	PROGRAM	FUNDING CATEGORY	FUNDING SOURCE	SITES TOTAL	UP TO CONTRACT AMOUNT	TOTAL
1	20-0841-S34	Council 7/5/23 Mayor 7/12/23	2023-24 Tiny Home Village Ops	2023-24 Tiny Home Village Ops FC-1	County	\$26,954,070.00	\$26,954,070.00 (expenditure authority through 6/30/2024)	\$26,954,070.00
2	20-0841-S34	Council 7/5/23 Mayor 7/12/23	2023-24 A Bridge Home Ops	2023-24 A Bridge Home Ops FC-2	County	\$17,892,000.00	\$17,892,000.00 (expenditure authority through 6/30/2024)	\$17,892,000.00
3	20-0841-S34; 20-0841-S36	Council 7/5/23 Mayor 7/12/23	2023-24 Other Interim Housing Ops	2023-24 Other Interim Housing Ops FC-3	County	\$25,336,950.00	\$25,336,950.00 (expenditure authority through 6/30/2024)	\$25,336,950.00
4	20-0841-S34	Council 7/5/23 Mayor 7/12/23	2023-24 Safe Parking Ops	2023-24 Safe Parking Ops FC-4	County	\$2,305,800.00	\$2,305,800.00 (expenditure authority through 6/30/2024)	\$2,305,800.00
5	20-0841-S34	Council 7/5/23 Mayor 7/12/23	2023-24 Safe Sleep Ops	2023-24 Safe Sleep Ops FC-5	County	\$3,065,250.00	\$3,065,250.00 (expenditure authority through 6/30/2024)	\$3,065,250.00
6	20-0841-S36	Council 9/19/23 Mayor 9/27/23	2023-24 A Bridge Home Ops	2023-24 A Bridge Home Ops FC-2	GCP	\$3,300.00	\$3,300.00 (expenditure authority through 6/30/2024)	\$3,300.00
UP TO TOTAL						\$75,557,370.00	\$75,557,370.00	\$75,557,370.00