CONTRACT SUMMARY SHEET

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

DATE: 6/18/2024

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Board of Public Works

CONTACT PERSON: Qiang (Mike) Yu PHONE: 213-978-0210

CONTRACT NO.: C-145552 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: 6/12/2024
DATE

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

CONTRACTOR NAME: Five Keys Schools and Programs

TERM OF CONTRACT: 1 year with two 1 year ren THROUGH: _____

TOTAL AMOUNT: 7,892,227

PURPOSE OF CONTRACT:

Operation of Mobile Pit Stop, Mobile Shower and Skid Row Cleaning Programs

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

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PERSONAL SERVICES AGREEMENT

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND

FIVE KEYS SCHOOLS AND PROGRAMS

Project Title:
Facilities Attendant and Monitoring Services at Permanent, Temporary Portable, and Automatic Public Toilets, and Operation of Mobile Shower Trailers and Related Attendant and Monitoring Services, and Operation of Skid Row Cleaning Program

Contract No. C-145552

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PERSONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF LOS ANGELES
AND
FIVE KEYS SCHOOLS AND PROGRAMS

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter "City") and, Five Keys Schools and Programs, a community-based California non-profit 501(c)(3) organization (hereinafter “Five Keys” or "Contractor"), with reference to the following facts:

RECITALS

WHEREAS, In February 2020, in accordance with the instructions provided in a City Administrative Officer (CAO) and Chief Legislative Analyst (CLA) joint report dated November 22, 2019 (C.F. 19-0914, 19-1045), the Board of Public Works (Board) submitted a Homeless Housing, Assistance and Prevention Program (HHAP) funding request for the Mobile Pit Stop, Mobile Shower, and Skid Row Cleaning programs to enhance the City’s hygiene services for the local homeless population and address homelessness and public safety issues. The request was approved and funding was allocated on July 29, 2020 (C.F. 19-0914).

WHEREAS, On March 8, 2021, the Board approved the release of a request for proposals (RFP) to obtain the best value of services for all three programs while also providing contracting opportunities to a broad pool of qualified contractors/providers. Three proposals were received on April 12, 2021; two for the Mobile Pit Stop and Mobile Shower Programs and one for the Skid Row Cleaning Program (collectively, Programs). The City awarded a contract to Five Keys Schools for the Mobile Pit Stop and Mobile Shower Program, and to Urban Alchemy for the Skid Row Cleaning Program. Both contracts were executed on July 29, 2021. Each has an initial one-year term with two one-year renewal options.

WHEREAS, both contracts expire on June 30, 2024 and all three Programs have been successful to date. Based on the availability of HHAP funding and the positive feedback from the Council Offices and local communities, in October 2023, the Board issued another RFP to secure the services of the most qualified contractor(s) for the continued operation of all three Programs. This extension will cover a three-year period, consisting of one initial year and the option to renew for an additional two years, funded under HHAP and any other future homelessness service-related funding sources.

WHEREAS, the RFP was closed on November 20, 2023. The City’s evaluation committee evaluated the two proposals that were submitted and recommended to award a contract to Five Keys Schools and Programs, which following proposal evaluation, was the most qualified proposer to perform the required services for all three programs through its proposal.

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

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I
INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

2. The Contractor, known as Five Keys School and Program, a California non-profit 501(c)(3) corporation, having its principal office at 70 Oak Grove Street, San Francisco, CA 94124

§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:

i) The representative of the City shall be:

Qiang (Mike) Yu
Sr. Management Analyst I
Board of Public Works
200 N Spring St., Room 361
Los Angeles, CA 90012

ii) The representatives of the Contractor shall be:

Steve Good
Executive Director
Five Keys Schools and Programs
70 Oak Gove Street
San Francisco, CA 94124

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

C. 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

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given, in accord with this section, within five (5) working days of said change.

§103 Independent Contractor

A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor is or shall be an employee of the City by virtue of this Agreement. 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.

II
TERM AND SERVICES TO BE PROVIDED

§201 Term and Time of Performance

A. The term of this Agreement is for twelve months to commence from the date of July 1st, 2024. Said term is subject to the termination provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required herein and a written Notice to Proceed.

§202 Extension of Agreement Term

A. The City reserves the option, at its sole discretion, of extending the Agreement by up to two (2) additional one-year terms under the same terms and conditions upon written authorization by the Board of Public Works. Any extension will be subject to the availability of funds. The City reserves the right to request additional as-needed services, subject to availability of funds, within the nature and scope of work of this engagement, including but not limited to, staffing of additional bathroom attendants.

§203 Category 1 Services – Mobile Pit Stop Bathroom Program

§203.1 Services to be provided by the Contractor

A. As requested in the Notice to Proceed issued in accordance with Section 205 by the City, the Contractor shall provide the following services:

B. PROACTIVE MONITORING

Monitoring of sixteen (16) total locations, including eight (8) Mobile Pit Stop (Pit Stop) locations, seven (7) Automated Public Toilet (APT) and one (1) Permanent Toilet (collectively, “Bathroom(s)”) locations in Los Angeles to ensure the availability of safe and clean public restroom facilities. Proactive monitoring shall be provided by bathroom attendants or other designated staff representing the Contractor. Monitoring will include the following duties:

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i. Cleaning and daily set-up of the portable public restroom facilities at each of the Bathrooms. Cleaning tasks are to be monitored using the attached "Task and Cleaning Supplies List" Form (Attachment B);

ii. Ensure safe usage of each Bathroom by members of the public;

iii. Enforce courtesy rules and report any damage or misuse of the Bathrooms to the City;

iv. Secure the Bathrooms in the event that any of them become unusable, including but not limited to due to damage or vandalism;

v. Clean the sidewalks, curbs, and other areas immediate surrounding the Bathrooms in an appropriate manner that meets all applicable watershed protection requirements;

vi. Manage the collection of waste (needles, trash, and hazardous waste) at all Bathrooms/sixteen (16) locations; and,

vii. Bathroom attendants to serve as an "Ambassador" and assist the needs of the public, such as, but not limited to, answering questions, providing directions, etc. in a respectful and professional manner.

Unless specified otherwise by the City, monitoring of all Bathrooms will be conducted for a minimum of twelve (12) hours per day, and seven (7) days a week, with specific hours subject to the sole discretion of the City.

C. TRAINING

Prior to deployment, each Bathroom attendant will be required to undergo trauma informed, de-escalation training prior to the starting of their position. Contractor is responsible for providing and/or ensuring this training. Contractor shall also ensure that each Bathroom attendant undergoes training on handling of needles, SHARPS and other hazardous materials waste.

D. MONTHLY REPORTING

For the duration of this Agreement, Contractor will provide monthly reporting of data on each Bathroom (Pit Stop, APT location, and Permanent Toilet location), including usage rates and demographic information, as well as on the volume of the specific waste types collected around the bathroom locations on the template provided in Attachment C. Monthly reporting will serve to track usage rates and monitor the success of the Mobile Pit Stop Bathroom Program.

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E. OUTREACH

Contractor will coordinate outreach efforts and be available to schedule outreach meetings in collaboration with each Council District Office to inform members of the local community where a Pit Stop or APT is located. Meetings should include, but not be limited to Los Angeles Police Department Officers, neighborhood services, local businesses, and other interested neighborhood residents.

F. OPERATING HOURS AND LOCATIONS

Below is the list of locations identified by the City. However, the City may elect to change these locations at its discretion based on usage rates, safety, feasibility, and various other factors. At least one attendant will be on site at each location during hours of operation, and at least two at the Venice location. Due to the 12-hour daily operation, this daily operation may require staffing more than one individual per location. Hours of operation indicated in the table below are subject to change at the City's discretion only.

Address	Hours of Operation	Minimum # of Staff during Hours of Operation	Council District	Days of Service
A. Seven (7) Automatic Public Toilet Locations (APT)				
Santa Monica Boulevard and Vermont Avenue	7:00 AM to 7:00 PM	1	13	Sunday-Saturday
East 6th Street and Gladys Avenue	1:00 to 24:00 (24 hours)	2	14	Sunday-Saturday
East 5th Street and Los Angeles Street	7:00 AM to 7:00 PM	1	14	Sunday-Saturday
East 5th Street and Hill Street	7:00 AM to 7:00 PM	1	14	Sunday-Saturday
East 5th Street and San Julian	7:00 AM to 7:00 PM	2	14	Sunday-Saturday
Mid-block on San Pedro between 5th Street and 6th Street	1:00 to 24:00 (24 hours)	2	14	Sunday-Saturday
East 5th Street and San Pedro	1:00 to 24:00 (24 hours)	2	14	Sunday-Saturday
B. Eight (8) Temporary Portable Toilet Locations				
Wilshire Blvd. and Alvarado Street	7:00 AM to 7:00 PM	1	1	Sunday-Saturday
West 38th Street and Grand Avenue	7:00 AM to 7:00 PM	1	9	Sunday-Saturday

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5717 Broadway	7:00 AM to 7:00 PM	1	9	Sunday-Saturday
5931 Hollywood + Gower	8:00 AM to 8:00 PM	2	13	Sunday-Saturday
Ivar Library, 1623 Ivar Avenue	9:00 AM to 9:00 PM	1	13	Sunday-Saturday
124 N Parkview St.	8:00 AM to 8:00 PM	1	13	Sunday-Saturday
17th + Main St.	7:00 AM to 7:00 PM	1	14	Sunday-Saturday
525 Broad Avenue	7:00 AM to 7:00 PM	1	15	Sunday-Saturday
C. One (1) Permanent Toilet Location				
El Pueblo	7:00 AM to 7:00 PM	2	14	Sunday-Saturday

G. OPTION FOR ADDITIONAL ATTENDANTS

During the course of the Mobile Pit Stop Program, the City will continue to evaluate the proposed Bathroom attendant staffing levels based on safety, volume of workload, and other factors at each location, and the City may determine that additional Bathroom attendants are necessary beyond the attendants listed in Subsection (F) above. The City reserves the option, at its sole discretion, of requiring the Contractor to provide additional Bathroom attendants, and/or extend the hours of operation, and/or service additional locations. This option takes effect upon written authorization by the Board of Public Works. Exercising this option is subject to the availability of funds.

§203.2 Services to be Provided by the City

A. To support the Contractor in successfully managing the Mobile Pit Stop Program, the City will provide:

i) Portable Restroom Facilities – The City will provide portable restroom facilities at each of the listed Bathroom locations, including separate receptacles for needles, trash, and hazardous waste, to be used for this Program.

ii) Disposal Services – The City will provide disposal services for the collection of waste accumulated in the receptacles near the pit stops for needles, trash, and hazardous waste.

iii) Transportation – The City will transport the portable restroom facilities to and

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from the designated locations daily.

iv) Permits – The City will provide the street space occupancy permits for parking the portable restroom facilities on the street.

v) Parking – The City will transport the portable restroom facilities to the designated holding area during operating hours.

vi) Maintenance – The City will perform maintenance services needed to repair/replace nonfunctioning or damaged components of the portable restroom facilities.

§204 CATEGORY 2 SERVICES - MOBILE SHOWER TRAILERS

§204.1 Services to be provided by the CONTRACTOR

A. Operation of the Mobile Shower Trailers

The Contractor will be responsible for operating the shower trailers. This includes safely towing the shower trailers to and from a designated parking/storage location and each scheduled operating location utilizing one or more vehicles property set up and capable of pulling the trailer. The Contractor will also be responsible for obtaining a vehicle(s) that can tow the shower trailer. Contractor shall also ensure that any driver of a vehicle that will be transporting a shower trailer hold the required driver's license to tow a trailer of such size and weight. Contractor shall ensure that the transportation of the shower trailers be in accordance with all applicable laws, rules and regulations. Contractor shall be responsible for any moving violations, parking violations or other violations as a result of the transportation of the shower trailers, as well as any damage to the shower trailers due to any moving violations or accidents.

At each operating location, the Contractor is responsible for the ensuring the shower trailer is operational including connecting the trailer to a water source, as well as a sewer/wastewater line. At the end of each daily shower service, the Contractor will be responsible for breaking down the shower trailer so that it is ready to be safely towed to a storage site.

The Contractor will also be responsible performing any necessary maintenance on the shower trailers.

Contractor acknowledges that the shower trailers are the property of the Los Angeles County (hereinafter the "County") and being utilized for this Agreement with the permission of the County. In the event that the County determines that the shower trailers are needed for an emergency or disaster, the City may require Contractor to return to the County one or more of the shower trailers within two hours of notification, or as soon as practical, to a location identified by the County.

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The shower trailers may be returned to the City after the County determines that the shower trailers are no longer needed for the emergency or disaster.

B. Monitoring and Shower Operation Service

The primary scope of work to be provided as part of Category 2 is for monitoring and shower operation service. Contractor staff will be required to offer towels, toiletries, and other necessities for the appropriate use of the shower trailer, and will also be responsible for cleaning the shower after each use.

In addition, the attendants would be responsible for ensuring safe usage of the shower trailer by members of the public, enforcing courtesy rules, reporting damage or misuse of the shower trailer, closing the shower trailer if it becomes unusable, and collecting and properly disposing of various types of waste including trash, needles, and hazardous waste in an appropriate manner that meets all applicable waste disposal requirements. The attendants will also be responsible for cleaning the sidewalks, curbs, and other areas in close proximity to the shower trailer in an appropriate manner that meets all applicable environmental protection requirements.

The attendants should be customer service oriented and assist the needs of the general public in answering questions, providing directions, and referring individuals to the appropriate homeless providers for various support resources.

C. Training and Workforce Development

Prior to deployment, the Contractor will be responsible for providing attendants with training and appropriate tools and equipment for setting up the shower trailers, including driving a vehicle to tow the trailers, operating the ramp and generator, and connecting the trailer to a water source and sewer/wastewater line. The Contractor will also be required to train attendants on basic cleaning methods, handling of needles, SHARPS, and other hazardous waste, trauma informed de-escalation training, and customer service.

The Contractor is encouraged to establish a workforce development program with a targeted recruitment and training strategy. The proposed program should also engage in activities that provide a transitional job preparation curriculum for future long-term employment.

D. Monthly Reporting

The Contractor will be responsible for reporting on usage rates and demographic information, identifying performance metrics that help measure and analyze the success of the pertinent staff's work and overall program. These reports and metrics shall mirror the reports indicated in the category one services for Mobile

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Pit Stop Program. The suggested metrics should include but not limited to the following: the number of patrons, housing and health status, the number of shower sign-ups versus showers taken, the weather, and towels distributed, etc.

E. Outreach and Partnerships

The Contractor will be responsible for coordinating outreach efforts with the local community for each of the locations scheduled for deployment of the trailer. This effort should be undertaken in collaboration with the affected Council District Office. Community outreach and engagement should be targeting local Police Department Officers, local businesses, Business Improvement Districts, Neighborhood Councils, community groups and organizations, and any other interested constituents.

The Contractor shall also establish partnerships with local homeless providers that can provide support services and resources for individuals who utilize the shower facilities.

F. Locations

Trailer #	Tuesday	Council District	Wednesday	Council District	Thursday	Council District	Friday	Council District	Saturday	Council District
1	54th St Adventist Church	8	6th and Gladys - Skid Row	14	Echo Park United Methodist Church	13	6th and Wall - Skid Row	14	Silverlake Community Church	4
2	6th and Wall - Skid Row	14	6th and Wall - Skid Row	14	6th and Gladys - Skid Row	14	Cotner and Missouri	5	529 Maple - Skid Row	14
3	10404 S. Vermont	8	St. Matthew's Lutheran Church	2	Cotner and Missouri	5	St. Matthew's Lutheran Church	2	57th and Broadway	9
4	Echo Park United Methodist Church	13	West Adams Church of Christ	10	529 Maple - Skid Row	14	6th and Gladys - Skid Row	14	6th and Wall - Skid Row	14

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5	Floater and Backup

One (1) shower trailer is dedicated to Skid Row area. Three (3) additional trailers shall be deployed to locations within City boundaries which are mutually agreed upon between the City and County. One (1) additional trailer shall be acting as floater and backup. Contractor is required to obtain all necessary rights of entry to operate the shower trailers in any location on private property or on property under the jurisdiction of the City's Department of Recreation and Parks or any other City department that exercises control over the property.

The City reserves the option, at its sole discretion, of requiring the Contractor to provide additional attendants and/or service additional locations, and/or extend the hours of operation, and/or switch or cancel locations. This option takes effect upon written authorization by the Board of Public Works. Exercising this option is subject to the availability of funds.

G. Operating Hours and Frequency

1) The Contractor will be required to provide shower service utilizing up to four (4) mobile shower trailers with each trailer being deployed to one (1) location per day among designated locations, five (5) days a week. The projected number of hours for providing actual shower service will be for four (4) hours per day per trailer. Based on City estimates, each mobile shower trailer might require approximately two to three hours for drive time and trailer set up at the designated site and another approximately one to two hours for breaking down and returning the trailer to the designated County yard.

2) During the course of the Mobile Shower Trailer program, the City will continue to evaluate the proposed shower trailers attendant staffing levels based on safety, volume of workload, and other factors at each location, and the City may determine that additional shower trailer attendants are necessary beyond the attendants listed in this Contract. The City reserves the option, at its sole discretion, of requiring the Contractor to provide additional shower trailer attendants, and /or extend the hours of operation, and /or service additional or different locations. This option takes effect upon written authorization by the Board of Public Works. Exercising this option is subject to the availability of funds.

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H. Term of Service

The term of service is for 12 months, from July 1, 2024 through June 30, 2025, subject to change at City's sole discretion, with two options to extend the Agreement for two (2) additional periods at 12 months each. Pre-start up coordination or transition of work from current contractor may be required at Contractor's sole cost.

§204.2 Services to be provided by City

To support the Contractor in successfully managing the Mobile Showers Program, the City will provide up to four (4) mobile shower trailers for use. The City will also obtain any necessary parking or street permits for parking the shower trailer at each location. The City will obtain necessary approvals for use of fire hydrants and be responsible costs associated with water usage. The City will be responsible for providing an available connection for sewer/wastewater. The City will provide disposal services for the collection of waste accumulated in receptacles for needles, trash, and hazardous waste. The City will also provide a location to safely park the shower trailers.

§205 CATEGORY 3 SERVICES – Skid Row Cleaning Program

§205.1 Services to be Provided by Contractor

As requested by the City, the Contractor shall provide the following services:

A. Provide cleaning services within the designated Skid Row area of the City of Los Angeles, which include but not limit to the following services:

1.1 Litter reduction services in the Skid Row and adjacent Neighborhoods (Service Area) of Los Angeles to ensure safe, clean, and accessible sidewalks and right- of-ways.

a. For the purpose of this proposal, services shall be defined as 1) sidewalk sweeping, 2) gutter sweeping, 3) litter, including needle, pickup and safe removal from sidewalk tree wells and planters collection, 4) topping off / remove debris from overflowing City trash cans, and 5) litter removal from sidewalk tree wells and planters; 6) pressure washing; and 7) report graffiti and stickers on public infrastructure.

b. The Service Area shall be defined roughly as the geographic area of Los Angeles bordered as follows:
   - From 6th Street to 5th Street, West of San Pedro and East of Wall Street.

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- From 5th Street to 3rd Street, West of San Pedro and East of Los Angeles Street.
- On 6th Street, West of San Julian and East of Maple Street.
- On San Julian, North of 6th Street, South of 5th Street.
- On Wall Street, North of 6th Street, South of 3rd Street.
- On Maple, North of 6th Street, South of 5th Street.

Please refer to Attachment A for a map of the Service Area.

c. Contractor shall provide services within the Service Area defined in Attachment E. The contractor will assign staff to provide services in North/ South and East/ West directional streets and public spaces. The Contractor will provide services on streets in other directions, intersections, rights-of-way, and public spaces within Service Area as needed and specified by the City.

d. The Contractor will perform all services using a crew of approximately sixteen (16) Workers (including one to two pressure washing practitioners), two (2) supervisors, and one (1) program director. this team will be referred to as the Skid Row Clean Team.

e. The Contractor Skid Row Clean Team will perform Services Monday through Sunday, 7 days per week. The Skid Row Clean Team will perform Services during, but not limited to, the following hours:

Monday – Sunday 6:00 am to 3:00 pm.

f. The Contractor Skid Row Clean Team will perform services for approximately 8 person-hours per day, among the crew of workers and supervisors.

g. The Skid Row Clean Team Director, under coordination with the City's designated contact person, shall allocate and schedule actual work hours and assignments for all workers and the supervisor on a daily/weekly basis.

3) The Skid Row Clean Team will perform pressure washing within the service area delineated in Attachment A, to ensure safe, clean, and accessible sidewalks and rights-of-way. Such services will be performed continuously, throughout the workday, prioritizing the most impacted areas, particularly where there is urine, feces, and other bodily wastes and comply with the requirements specified by the City, the State and Federal government.

1.2 Collection of large refuse items from the rights-of-way and public spaces in

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the Service Area.

a. Refuse items shall be defined as items left lying in a public space that are too large, bulky, or heavy to be safely lifted or collected by a single person and are not personal property.

b. Examples may include but are not limited to: mattresses, sofas, desks, heavy or bulky boxes.

c. The Skid Row Clean Team shall not be responsible for the removal of large refuse items so long as these are refuse items and as consistent with applicable law, but will collect if possible and report them immediately (within 1 hour) to the City's designated contact person to arrange for collection and removal by the City.

B. Provide Hiring and Workforce Development Services Targeting local individuals who may be experiencing homelessness and/or formerly incarcerated and form the partnership with local referral agencies

Contractor will work with local referral agencies in the Skid Row Area for recruitment and hiring the cleaning staff. Contractor also needs to provide support and resources for transitional employment targeting society's most vulnerable populations including former long-term offenders, displaced (i.e., persons experiencing homelessness) individuals, residents of public housing, and individuals with multiple barriers to employment in order to transform these individuals into society's most valuable members and support the City and Mayor's goals of supporting the displaced and unhoused population to break the cycle of intergenerational poverty, incarceration, addiction, and other negative quality of life indicators. Therefore, at least 80% of the Skid Row Clean team shall be comprised of Skid Row residents, if possible. The Contractor shall work in partnerships with existing service providers in the Skid Row Area, including Goodwill, Chrysalis, and 5 Keys Charter School to recruit Skid Row residents as employees for the Skid Row Clean Team workforce. The Contractor shall also work in partnership with these organizations' Case Management and Career Development staff to support members of the Skid Row Clean Team's effort to secure ongoing employment that will lead to increased career opportunities.

C. Provide Proper Cleaning Equipment and Training to all attendees

The Contractor is responsible for providing all necessary cleaning equipment and personal protective equipment (PPE), as applicable.

Prior to deployment and starting of his/her position, each staff shall be required to undergo, but not limited to the following trainings: trauma informed de-escalation training. Workplace etiquette, a basic cleaning Method training for handling of

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SHARPS and other hazardous materials waste, properly identifying the personal property subject to Los Angeles Municipal Code section 56.11, First Aid/CPR, complex trauma, emotional intelligence, basic HAZMAT training, and pressure washing training, etc.

D. Provide monthly and quarterly reporting to the City

For the duration of the contract, Contractor will provide monthly reporting of data on cleaning each Skid Row location, including staff usage, type of cleaning and maintenance services provided and the volume of the specific waste types collected around the location, including trash bag counts. Monthly reporting will serve to track staff and service usage rates and monitor the outcome of the program. It is City's sole discretion to request a similar report being submitted more frequently, such as weekly.

The contractor shall assist the City in developing and collecting other forms of measurable data to evaluate the success of program outcome, such as, Employee self-evaluation of beautification outcomes; Skid Row resident perception of beautification outcome, and Skid Row Resident Evaluation of Program Effectiveness, including suggestions for improvement.

Representatives of the Contractor will, under coordination with the City, hold meetings on a monthly or as-needed basis to discuss neighborhood cleanup and beautification strategies, and engage neighborhood and other local stakeholder encouraging community pride and owner/resident responsibility.

The following is a sample report that is provided to Public Works on a monthly and quarterly basis.

Year	Daily Totals		TRASH BAGS	NEEDLES	Urine Call In's	Feces Call In's	Graffiti	Bulky Items		Comments
Mo/Day	Supervisors per day	Crew per day								

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At the end of the year, a summary of this data, along with hiring, training, and job placement data, will be compiled to provide a quantitative report and analysis of the program's impact. The report will include the following data: 1) How many candidates have been employed; 2) How many of them have advanced their career and to what occupations; 3) The amount of time candidates is employed in the program before advancing to other career opportunities. Qualitative data, including comments from customers and from the Ambassadors will also be collected to add more depth and nuance to the evaluation to truly capture people's perceptions of the impact of the program.

Name	Conflict De-escalation	Finance & Budget	Job Readiness	Safety Procedures	Complex Trauma	Customer Service	Total Hours

E. Perform Community Outreach services

The contractor shall coordinate outreach efforts and be available to schedule outreach meetings in collaboration with Council District Office to inform members of the local community the cleaning services. Meetings should include, but not be limited to Los Angeles Police Department Officers, neighborhood services, local businesses, and other interested neighborhood residents.

The Contractor shall seek to develop meaningful and productive relationships with residents of encampments, local businesses, the LAPD and other stakeholders that will deepen the effectiveness of the program while establishing the Skid Row Clean Team as a positive and welcome force in the community.

§205.2 Services to be Provided by City

In order to support the Contractor in successfully managing the Skid Row Cleaning Program, the City will provide:

a) Disposal Services – The City will provide disposal services for the collection of waste accumulated in the receptacles for needles, trash, and hazardous waste.

b) Permits – The City will provide and/or assist the contractor to acquire the applicable permits for the cleaning services.

c) The City reserves the right to utilize LA Cleaning Street Rating Scale to monitor the outcome of the program.

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§206 Issuance of Notice to Proceed

A. The City will issue a Notice to Proceed to commence work on the scope of work described above.

B. Notice to Proceed will authorize the Contractor to begin work and specify a "not to exceed" compensation amount. The Contractor shall complete the work within the "not to exceed" amount unless changes to the Notice to Proceed are made by the City. Any change to the Notice to Proceed must be requested in writing and approved by the City in writing. The Contractor shall not proceed with any work until a Notice to Proceed is issued.

C. Any subsequent changes in location for the bathroom facilities will be specified in the Notice to Proceed.

II
PAYMENT

§301 Compensation and Method of Payment

A. The Notice to Proceed Letter from the City shall serve as authorization to proceed with the scope of work as requested by City to Contractor at particular locations. Notice to Proceed(s) will be awarded based on the service needs of the City per Section 206. No guarantee is made that any number of Notice(s) to Proceed will be issued against this Agreement.

B. Contractor will invoice the City for work performed in accordance with the contract. This is a "Fee For Service" contract. Subject to the provisions of Section 301(M) of the Agreement, compensation for complete and satisfactory performance of the terms of this Agreement shall not exceed $7,892,227 as indicated in the proposed Rate Schedule (Attachment D). The foregoing amount represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.

   Should the City agree to exercise the first one-year option to extend the Agreement (7/1/2025 - 6/30/2026), then the contract expenditure limit in Section 301(B) shall automatically be increased to $ 7,934,481.

   Should the City agree to exercise the second one-year option to extend the Agreement (7/1/2026 - 6/30/2027), then the contract expenditure limit in Section 301(B) shall automatically be increased to $8,175,938.

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C. Contractor shall submit monthly invoices at each month end for services. Contractor shall upon request by the City supply all satisfactory backup documentation for each invoice. Satisfactory backup documentation includes, but is not limited to: payroll information, TASK AND CLEANING SUPPLIES LIST (Attachment B), and monthly reporting on usage rates and collection of waste (Attachment C), and other reporting requirements as deemed necessary by the City.

D. Each monthly invoice shall:

1. Be submitted on the Contractor's letterhead.

2. Upon request by the City, include separate backup documentation (electronic form preferred) with the name, hours, rate of pay for all personnel to be paid through this contract.

3. Include supporting documentation for any pre-approved purchases of equipment or supplies.

E. Contractor payments shall be made upon the submission and approval of each invoice by the City representative.

F. Such funds shall be allocated from the Board of Public Works, Contractual Services Account. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement.

G. 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.

H. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

I. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

J. The Contractor shall maintain records of every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, payrolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, overhead expenses,

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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 the City.

K. Contractor shall maintain the account and records for work done under this Agreement separate from all work performed under other contracts that the Contractor may have. The City will not make duplicate payments for the same work.

L. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

M. It is understood that the City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any of the extension options, the City's liability shall be increased to the extent of such appropriation, subject to the terms and conditions of the contract.

§302 Advance Payment

A. Contractor may request an advance payment to cover start-up costs or other costs deemed appropriate by the City. Requests for advance payments must be in writing, include justification and be approved by the City. The advance payment will be reconciled with actual charges on or by the end of the month two services or invoice 3, whichever comes first. Any amount not covered in the advance will be added to invoice 3. If an overpayment is made in the advance, it will result in a deduction to invoice 3.

B. Costs Incurred prior to Full Execution of the Agreement

Costs incurred by the Contractor prior to the actual date of full execution of the Agreement that may follow the RFP process, shall only be payable to the contractor if said costs were incurred in completing any task specifically authorized by the Agreement, and said costs are reviewed and approved by the City, and said approval for payment occurs after the Agreement is fully executed.

§303 Modifications, Termination, and Extension

A. The dollar amount set forth above is subject to change and may be reduced or increased by an amendment to this Agreement. The City makes no commitment to fund this project beyond the initial term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may

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unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment.

B. The authority of the City's representative shall extend to authorizing minor modifications to this Agreement as are mutually agreed upon in writing subject to the limitations imposed by the City's policy that an amendment of a personal services contract which alters the obligation of the City or changes the purpose or nature of Contractor performance, must be approved in the same manner as the original contract.

C. Modifications in cost or scope of work for each task may not be made except by mutual agreement of the City and Contractor as monthly work status reports are presented and discussed.

D. The City reserves the right to terminate this Agreement by providing the Contractor written notice within 30 days. Work authorized shall continue unless mutually agreed to by Parties. Nothing herein shall require or obligate the City to extend this Agreement.

§304 Withheld Payments

A. 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.

§305 Reversion of Assets

A. Should this Agreement be terminated by the City prior to its term, the monies due to Contractor shall be accrued as of the last monthly invoice updated to include work in progress that cannot be immediately terminated and only such work shall be performed upon notice of termination. However, no payment shall be made for work performed two (2) weeks after the City has formally advised Contractor that the City has terminated this Agreement.

I
CONFIDENTIALITY

A. All documents, records and information provided by City to Contractor shall remain the property of the City and are confidential subject to applicable law. Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person

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or entity, unless required by law. Contractor agrees that all documents or other information used or reviewed in connection with Contractor's work for the City shall be used only for the purpose of carrying out City business and cannot be used for any other purpose until such time as the City authorizes its release or it is released as a public document.

B. Any reports, findings, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in the Agreement or as provided for by law.

C. The provisions of this Section survive termination of this Agreement.

II
ENTIRE AGREEMENT AND MISCELLANEOUS PROVISIONS

A. This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and Five (5) Attachments (Attachments A, B, C, D, and E), which constitute the entire understanding and agreement of the parties.

B. The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1] (Standard Provisions), which are attached hereto as Attachment A and made a part hereof. The order of precedence for interpretative purposes shall be (a) any particular Notice to Proceed; (b) this Agreement; and (c) the Standard Provisions.

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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.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation
By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
Aura Garcia
President
Board of Public Works

Date: [6/18/24]

Five Keys Schools and Programs
**Approved Signature Methods:*
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign

.

By: _____
Steve Good
Executive Director

By: _____
[Name] Tijanna O. Eaton
[Title] Chair

Date: [6/5/2024]
[6/6/2024]

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

Date: [6-18-2024]

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
[Name] LaShavon Frederick
Deputy City Clerk

Date: [6/18/2024]