TRANSMITTAL

To: **THE COUNCIL** Date: **03/16/20**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

(Ana Guerrero) for

ERIC GARCETTI
Mayor

Los Angeles
HOUSING+COMMUNITY
Investment Department

Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Community Services & Development Bureau
1200 West 7th Street, 9th Floor, Los Angeles, CA 90017
tel 213.928.9071 | fax 213.808.8999
hcidla.lacity.org

March 10, 2020

Council File: 19-0721
Council District: Citywide
Contact Persons: Veronica McDonnell: 213-928-9060
Abigail Marquez: 213-808-8462

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST TO APPROVE FUNDING RECOMMENDATIONS AND EXECUTE CONTRACTS PURSUANT TO THE RESULTS OF THE FAMILYSOURCE CENTER HOMELESSNESS PREVENTION PROGRAM REQUEST FOR INTEREST

SUMMARY

In accordance with Executive Directive No. 3, the General Manager of the Los Angeles Housing + Community Investment Department (HCIDLA) respectfully requests that your office review and approve this transmittal and forward to the City Council for further consideration. Through this transmittal, HCIDLA respectfully requests that the Mayor and the City Council approve HCIDLA's recommended contractors selected through the Homelessness Prevention Program (HPP) Request for Interest (RFI) process; requests authority to negotiate and execute contracts with the eight selected contractors; and requests authority to establish a Homelessness Prevention Replacement Operator list based on this procurement process. All initial contracts will commence on or about April 1, 2020 and end March 31, 2021, with the option to renew for an additional one-year term. Contract extensions will be subject to contractor performance reviews, funding availability, and Mayor and City Council approval.

Requests are made pursuant to the results of the HPP RFI process approved by the Mayor and City Council on December 13, 2019 (C.F. No. 19-0721).

RECOMMENDATIONS:

I. That the Mayor approve this transmittal and forward to the City Council for further action;
II. That the City Council, subject to the approval of the Mayor:

A. APPROVE HCIDLA's list of recommended contractors selected through the HPP RFI process.

B. AUTHORIZE the General Manager of HCIDLA, or his designee, to negotiate and execute new contracts with the eight recommended contractors to operate the HPP for the period of April 1, 2020 – March 31, 2021, including an option to renew and amend the contract for an additional one-year term, subject to the approval of the City Attorney as to form.

C. AUTHORIZE the General Manager of HCIDLA, or his designee, to establish a HPP Operator Replacement list to be in effect for two years commencing on or about April 1, 2020, to include any HPP proposer receiving a score of 25 points or greater, including non-funded proposers, as a result of the 2020 RFI (see Attachment B) and instruct HCIDLA to report back to the City Council before the implementation of any portion of said list.

D. AUTHORIZE the City Controller to transfer appropriation in the amount of $1,000,000 from the Unappropriated Balance Fund 100/58 Account 580305- Los Angeles Homeless Services Authority Program Expenses to HCIDLA General Fund 100/43 Account 003040- Contractual Services.

E. AUTHORIZE the General Manager of HCIDLA, or his designee, to prepare any Controller's instructions needed to implement actions approved by the Council and Mayor on matters presented in or deriving from this transmittal, and/or to make necessary technical adjustments, subject to the approval of the City Administrative Officer; and further, request that the Controller implement the instructions.

BACKGROUND

On December 13, 2019, the Mayor and City Council approved a plan to implement a HPP (C.F. No. 19-0721) that expands on a pilot program called Solid Ground.

Solid Ground

Solid Ground was launched in Service Planning Area 2 in July 2018 with funding provided by County Board Supervisor Sheila Kuehl. The program is operated through the City's FamilySource Center (FSC), managed by New Economics for Women (NEW) and the Los Angeles Homeless Services Authority's Family Solution Center, LA Family Housing, a non-profit.

The Solid Ground Pilot program provides homelessness prevention assistance to families and individuals who are at risk of becoming homeless. The program is modeled after the HomeBase New York program and was implemented in zip code 91405 in the San Fernando Valley. The program assesses families at risk of homelessness and provides them with early interventions such as mediation, advocacy, and housing stabilization services.

New York City HomeBase Program

The New York City prevention program is a one-time cash assistance program for low-income individuals who are at risk of entering the city's homeless shelter system. The program helps develop a personalized

plan to mitigate an immediate housing crisis for its client and aids in achieving housing stability. According to evaluation of this program, the results for this program have been very positive. Families that have used this program spent on average 22.6 fewer nights in shelter compared to families who did not. The results also show that the treatment group families were 49% less likely to apply for shelter stays.

Homelessness Prevention Program

HCIDLA operates the Solid Ground Pilot program through NEW's FSC and has the capacity to expand the program citywide. There are currently 16 FSCs. The HPP will be implemented in two phases, with eight FSCs in the first phase of the program. The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with the households to build a more financially secure future. Through this program, a Housing Stability Advisor will help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. This involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short term financial assistance, budgeting/financial coaching, housing search and connection. Depending on their needs, once assessed, families either receive "Brief Services" (one day) or "Full Services" (up to 12 months of case management).

"Brief Services" defined as providing one-day of service to the participant that includes the following services:
• Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral • Referrals to public assistance benefits and/or other community resources • Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services) • Limited Financial assistance: transportation and grocery cards
"Full Services" defined as providing the full length of the following services:
• Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral • Case management services for up to twelve months • Referral to public assistance benefits and/or other community resources • Housing stabilization services • Housing location services, if needed • Direct financial assistance as outlined in Exhibit A. • Linkage to legal services (e.g. expungement of criminal records)

HCIDLA solicited interest from operators of the FSCs through a RFI to implement the HPP within their existing FSC service area.

Release of RFI

The RFI was released on January 8, 2020. Proposals were due on Wednesday, January 22, 2020 at 4:00 p.m. However, there were not enough qualifying respondents so a second RFI was released on February 6, 2020. Proposals were due Tuesday, February 11, 2020 at 4:00 p.m. Technical assistance was provided to all respondents by emailing written answers to questions submitted by proposers.

Proposal Review Process

A total of thirteen proposals were received. Nine evaluators, consisting of City staff with no affiliation to FSC proposers, were recruited to review the proposals. The evaluators participated in an orientation meeting, where they received an overview of the RFI, received training on the scoring criteria and tool, and were asked to review and sign the Conflict of Interest/Non-Disclosure Statement. The evaluators reviewed and evaluated the proposals using the evaluation tool provided by HCIDLA and based on the following evaluation criteria as established in the RFI:

- Demonstrated Effectiveness and Capacity – 10 points
- Program Design – 15 points
- Cost Reasonableness, Leveraged Resource and Financial Viability – 10 points

Teams of two evaluators reviewed and scored each proposal individually, after which the evaluator teams were convened later to discuss their individual scores with the other evaluators to arrive at a final consensus score.

Appeals Process

Proposers were notified of the proposal review results. The notification letter indicated whether a proposer would be recommended for a funding award or not. The notification letter also included a discussion of the appeals process. All proposers were advised that appeals must be based on specific facts demonstrating the RFI criteria or process were not followed in the review of proposals. Disagreement with or objection to the points awarded is not sufficient basis for an appeal nor are differences of opinion about the merits of a proposal.

There were no letters of appeals submitted.

Contractor Recommendations

To provide homelessness prevention services equally throughout the city, HCIDLA recommends funding the eight contractors listed below at $125,000 each for a term commencing on or about April 1, 2020 through March 31, 2021, with the option to renew contracts for an additional one-year term, contingent upon contractor performance, funding availability, and Mayor and City Council approval.

1. All Peoples Community Center
2. Barrio Action Youth and Family Center
3. Central City Neighborhood Partners
4. El Centro de Ayuda
5. El Nido Family Centers – South LA

6. New Economics for Women – Van Nuys
7. P.F. Bresee Foundation
8. Volunteers of America Los Angeles

Establishment of a Replacement Operator List

In addition to approving the eight recommended FSC contractors, the HCIDLA requests authority to establish a pre-qualified list of Replacement Operators (Attachment A). The Replacement Operator List will consist of agencies, both recommended for funding and those not selected, that attained a proposal score of 25 points or greater. Inclusion on the list will qualify a proposer for consideration as a HPP operator in the event that an established contractor is no longer able to fulfill its contractual responsibilities.

Recommended Funding

It is recommended that each successful proposer be funded at $125,000 each. In total, the annual cost for operating the proposed eight sites is $1,000,000 from April 1, 2020 through March 31, 2021.

FISCAL IMPACT STATEMENT

Funding to implement Phase I of the HPP is provided in the "Los Angeles Homeless Services Authority Program Expenses" line item in the Unappropriated Balance Fund No. 100-58.

Prepared By:

VERONICA MCDONNELL
Chief of Program Operations

Reviewed By:

ABIGAIL R.MARQUEZ
Assistant General Manager

Reviewed By:

LYNDON O. SALVADOR
Director of Accounting

Reviewed By:

LAURA K. GUGLIELMO
Executive Officer

Approved By:

RUSHMORE D. CERVANTES
General Manager

ATTACHMENTS:

Homelessness Prevention Program Replacement Operator List
Pro Forma Contract - All Peoples Community Center
Pro Forma Contract - Barrio Action
Pro Forma Contract - Central City
Pro Forma Contract - El Centro de Ayuda
Pro Forma Contract - El Nido
Pro Forma Contract - New Economics for Women
Pro Forma Contract - P.F. Bresee
Pro Forma Contract - Volunteers of America

REPLACEMENT OPERATOR LIST
Homelessness Prevention Program

FamilySource Center	Service Area
All Peoples Community Center	Southeast
Barrio Action Youth and Family Center	El Sereno/Lincoln Heights
Central City Neighborhood Partners	Westlake/Pico-Union
El Centro de Ayuda	Boyle Heights
El Centro del Pueblo	Echo Park/Cypress Park
El Nido Family Centers	Southwest
New Economics for Women	Canoga Park
New Economics for Women	Van Nuys
P.F. Bresee Foundation	Wilshire
Volunteers of America Los Angeles	Hollywood

PROFESSIONAL SERVICES AGREEMENT

Contractor: All People's Community Center

Title: Homelessness Prevention Program

Said Agreement is Number _____ 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 Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

ALL PEOPLES COMMUNITY CENTER

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and All Peoples Community Center, a California nonprofit, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXber XX 2020 and concurred by the Mayor on XXXXber XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

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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 All Peoples Community Center, having its principal office at:

822 East 20th Street, Los Angeles, CA 90011.

§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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Saundra Bryant, Executive Director
   822 East 20th Street
   Los Angeles, CA 90011

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit C and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

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F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1)

suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

    e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's

intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any

unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

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

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and

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Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data

Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term “immediate family” includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term “Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCID 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-three** (**23**) pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: All Peoples Community Center, A California nonprofit

By:_____
Saundra Bryant
Executive Director

City Business License Number: 0000283069-0001-5
Internal Revenue Service ID Number: 95-2669400
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: All Peoples Community Center Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☒ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability**	$ _____
☐	_____	
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Celene Ross
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Floor Los Angeles, CA 90017
TEL: (213) 928-9103 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at

http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

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

(Rev. 05/18 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

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e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

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(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

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Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.

<table>
<tr><td>Utility Deposit</td><td colspan="2">Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="4">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table,</td></tr>
</table>

		night stand and dining set.	
	Linen:	Bath towels, dish cloth, comforter, sheets, bath mat, pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not		Employment Receipt

	limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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	General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination	

D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center

Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households
Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

   a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

   b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

      (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

      (2) Assume the day-to-day operations of the program; and/or

(3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

(4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

(5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City

reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

   b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

   c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

   a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

   a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

   b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

   c. Administrative Hearing on Denial of Customer Benefits by Contractor

      (1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

    a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

    b. Oversee and monitor all program activities and subcontracts;

    c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

    d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

    a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

    b. 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.

    c. 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.

    d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

a. 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 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.

b. 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.

c. 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.

d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

      (2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

   b. Monthly Program Report

      (1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

   c. Closeout Report

      (1) Within 45 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.

      (2) 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.

3. City Reporting

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a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: Barrio Action Youth and Family Center

Title: Homelessness Prevention Program

Said Agreement is Number _____ of City Contracts.

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Exhibits

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Exhibit B Notice of Prohibition Against Retaliation

Exhibit C Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

BARRIO ACTION YOUTH AND FAMILY CENTER

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Barrio Action Youth and Family Center, a California nonprofit, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on Month, XX 2020 and concurred by the Mayor on XXXXber XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street, Los Angeles, California 90012.

B. The Contractor, known as Barrio Action Youth and Family Center, having its principal office at:

4827 Huntington Drive North, Suite 200, Los Angeles, CA 90032

§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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Tammy Membreno, Executive Director
   4927 Huntington Drive North, Suite 200

   Los Angeles, CA 90032

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Hundred Twenty-Five Thousand Dollars** ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate

costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1)

suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

    e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's

intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any

unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

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

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and

Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data

Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term “immediate family” includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term “Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCID 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-three (23)** pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: Barrio Action Youth and Family Center, A California nonprofit

(Contractor's Corporate Seal)

By:_____
Tammy Membreno
Executive Director

City Business License Number: 0000610264-0001-4
Internal Revenue Service ID Number: 95-3431528
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Barrio Action Youth and Family Center Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☒ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability**	$ _____
☐	_____	
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Celene Ross
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Fl
Los Angeles, CA 90017
TEL: (213) 928-9103 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at

http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

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

(Rev. 05/18 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C
SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

    e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: ● Transportation ● Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

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(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

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Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing

resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.	Copy of bill or receipt of payment.

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<table>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="6">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="5">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.</td></tr>
<tr><td>Linen:</td><td>Bath towels, dish cloth, comforter, sheets, bath mat,</td></tr>
</table>

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		pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where		Employment Receipt

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	other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households

Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

    a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

    b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

    (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

    (2) Assume the day-to-day operations of the program; and/or

    (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

    (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

    (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

c. Administrative Hearing on Denial of Customer Benefits by Contractor

(1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

b. Oversee and monitor all program activities and subcontracts;

c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

b. 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.

c. 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.

d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

   Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

   a. 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 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.

   b. 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.

   c. 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.

   d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash

request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

(2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

b. Monthly Program Report

(1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

c. Closeout Report

(1) Within 45 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.

(2) 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.

3. City Reporting

a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as

the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: Central City Neighborhood Partners

Title: Homelessness Prevention Program

Said Agreement is Number _____ of City Contracts.

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Exhibits

Exhibit A Required Insurance and Minimum Limits
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Exhibit B Notice of Prohibition Against Retaliation

Exhibit C Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

CENTRAL CITY NEIGHBORHOOD PARTNERS

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Central City Neighborhood Partners, a California nonprofit, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXber XX 201X and concurred by the Mayor on XXXXber XX 201X) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street, Los Angeles, California 90012.

B. The Contractor, known as Central City Neighborhood Partners, having its principal office at:

501 South Bixel Street, 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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Margarita Alvarez Gomez, Executive Director
   501 South Bixel Street
   Los Angeles, CA 90017

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate

costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1)

suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

    e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's

intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any

unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

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

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and

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Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data

Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term “immediate family” includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term “Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCID 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-three** (**23**) pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: Central City Neighborhood Partners, A California nonprofit

By:_____
Margarita Alvarez Gomez
Executive Director

By:_____
Stephanie Lomibao
Board President

City Business License Number: 0000001904-0001-8
Internal Revenue Service ID Number: 95-4837709
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Central City Neighborhood Partners Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☒ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability**	$ _____
☐	_____	
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Celene Ross
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr Los Angeles, CA 90017
TEL: (213) 928-9103 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at

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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 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

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e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

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(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

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(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

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Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

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(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.

<table>
<tr><td>Utility Deposit</td><td colspan="2">Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="4">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon,</td></tr>
</table>

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		love seat, dresser, coffee table, night stand and dining set.	
	Linen:	Bath towels, dish cloth, comforter, sheets, bath mat, pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not		Employment Receipt

	limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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	General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination	

D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center

Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households
Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

(1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

(2) Assume the day-to-day operations of the program; and/or

(3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

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(4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

(5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees

for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

   b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

   c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

   a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

   a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

   b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

   c. Administrative Hearing on Denial of Customer Benefits by Contractor

      (1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

    a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

    b. Oversee and monitor all program activities and subcontracts;

    c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

    d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

    a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

    b. 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.

    c. 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.

    d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

a. 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 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.

b. 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.

c. 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.

d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

      (2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

   b. Monthly Program Report

      (1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

   c. Closeout Report

      (1) Within 45 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.

      (2) 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.

3. City Reporting

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a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: El Centro de Ayuda

Title: Homelessness Prevention Program

Said Agreement is Number _____ of City Contracts.

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Exhibits

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Exhibit B Notice of Prohibition Against Retaliation

Exhibit C Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

EL CENTRO DE AYUDA

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and El Centro de Ayuda, a California nonprofit corporation, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on Month Date, Year and concurred by the Mayor on Month Date, Year) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

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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 El Centro de Ayuda, having its principal office at:

2130 East First Street – Suite 110, Los Angeles, California 90033

§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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Raul Estrada, Executive Director and CEO
   2130 East 1st Street, Suite 110
   Los Angeles, CA 90033
   323 – 828 – 1393

   raul.estrada@elcentrodeayuda.org

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Hundred Twenty Five Thousand Dollars** ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs

at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the

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

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in

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

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

A. 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.

B. 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.

C. 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).

D. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

E. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies.

Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected the City officials or candidates for elected the City office for twelve months after this Contract is signed. Additionally, a the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any the Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

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

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

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

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

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

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

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

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCIDLA Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

   b. The term "financial or other interest" includes, but is not limited to:

      (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

   c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCIDLA 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty three (23)** pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: El Centro de Ayuda, A California nonprofit corporation

By:_____
Raul Estrada
Executive Director, CEO

By:_____
Name of Representative
Title

City Business License Number: 0000351230-0001-1
Internal Revenue Service ID Number: 95-4563348
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: El Centro de Ayuda Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program – Phase 1

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☐ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability** ☐ _____	$ _____
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr
Los Angeles, CA 90017
TEL: (213) 808-8940 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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- Professional Liability insurance

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY

required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

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

(Rev. 05/18 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

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e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and

existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing

resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.	Copy of bill or receipt of payment.

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<table>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="5">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.</td></tr>
<tr><td></td><td>Linen:</td><td>Bath towels, dish cloth, comforter, sheets, bath mat,</td><td></td></tr>
</table>

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		pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where		Employment Receipt

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	other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households

Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

   a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

   b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

      (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

      (2) Assume the day-to-day operations of the program; and/or

      (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

      (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

      (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

c. Administrative Hearing on Denial of Customer Benefits by Contractor

(1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

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a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

b. Oversee and monitor all program activities and subcontracts;

c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

b. 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.

c. 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.

d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

   Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

   a. 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 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.

   b. 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.

   c. 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.

   d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash

request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

(2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

b. Monthly Program Report

(1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

c. Closeout Report

(1) Within 45 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.

(2) 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.

3. City Reporting

a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as

the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: El Nido Family Centers

Title: Homelessness Prevention Program

Said Agreement is Number _____ of City Contracts.

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Exhibits

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

EL NIDO FAMILY CENTERS

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and El Nido Family Centers, a California nonprofit corporation, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on Month Date, Year and concurred by the Mayor on Month Date, Year) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

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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 El Nido Family Centers, having its principal office at:

440 Shatto Place – Suite 417, Los Angeles, California 90020

§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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Liz Herrera, Executive Director
   440 Shatto Place, Suite 417
   Los Angeles, CA 90020

   818-830-3646

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Hundred Twenty Five Thousand Dollars** ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs

at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1)

suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

    e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in

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

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

A. 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.

B. 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.

C. 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).

D. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

E. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies.

Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected the City officials or candidates for elected the City office for twelve months after this Contract is signed. Additionally, a the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any the Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

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

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

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

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

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

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

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

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCIDLA Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

   b. The term "financial or other interest" includes, but is not limited to:

      (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

   c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCIDLA 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-three (23)** pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: El Nido Family Centers, A California nonprofit corporation

By:_____
Liz Herrera
Executive Director

By:_____
Name of Representative
Title

City Business License Number: 0000280762-0001-9
Internal Revenue Service ID Number: 95-3186429
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: El Nido Family Centers Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program – Phase 1

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☐ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability**	$ _____
☐	_____	
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr
Los Angeles, CA 90017
TEL: (213) 808-8940 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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- Professional Liability insurance

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY

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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 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

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e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and

existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing

resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.	Copy of bill or receipt of payment.

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<table>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="5">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.</td></tr>
<tr><td></td><td>Linen:</td><td>Bath towels, dish cloth, comforter, sheets, bath mat,</td><td></td></tr>
</table>

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		pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where		Employment Receipt

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	other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households

Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

   a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

   b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

      (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

      (2) Assume the day-to-day operations of the program; and/or

      (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

      (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

      (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

c. Administrative Hearing on Denial of Customer Benefits by Contractor

(1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

b. Oversee and monitor all program activities and subcontracts;

c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

b. 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.

c. 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.

d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

   Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

   a. 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 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.

   b. 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.

   c. 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.

   d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash

request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

(2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

b. Monthly Program Report

(1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

c. Closeout Report

(1) Within 45 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.

(2) 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.

3. City Reporting

a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as

the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: New Economics for Women

Title: Homelessness Prevention Program

Said Agreement is Number _____ of City Contracts.

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

NEW ECONOMICS FOR WOMEN

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and New Economics for Women, a California nonprofit corporation, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on Month Date, Year and concurred by the Mayor on Month Date, Year) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

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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 New Economics for Women, having its principal office at:

303 South Loma Drive, 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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Magdalena Cervantes, Executive Director
   303 South Loma Drive
   Los Angeles, CA 90017
   213-483-2060

   mcervantes@neworg.us

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Hundred Twenty Five Thousand Dollars** ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs

at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the

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

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in

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

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

A. 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.

B. 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.

C. 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).

D. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

E. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies.

Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected the City officials or candidates for elected the City office for twelve months after this Contract is signed. Additionally, a the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any the Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

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

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

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

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

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

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

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

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCIDLA Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

   b. The term "financial or other interest" includes, but is not limited to:

      (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

   c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCIDLA 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty three (23)** pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: New Economics for Women, A California nonprofit corporation

By:_____
Magdalena Cervantes
Executive Director

By:_____
Name of Representative
Title

City Business License Number: 0000835490-0001-3
Internal Revenue Service ID Number: 95-3969029
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: New Economics for Women Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program – Phase 1

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☐ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability** ☐ _____	$ _____
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr Los Angeles, CA 90017
TEL: (213) 808-8940 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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- Professional Liability insurance

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY

required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

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

(Rev. 05/18 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

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e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and

existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing

resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.	Copy of bill or receipt of payment.

<table>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="5">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.</td></tr>
<tr><td></td><td>Linen:</td><td>Bath towels, dish cloth, comforter, sheets, bath mat,</td><td></td></tr>
</table>

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		pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where		Employment Receipt

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	other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households

Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

   a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

   b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

      (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

      (2) Assume the day-to-day operations of the program; and/or

      (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

      (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

      (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

c. Administrative Hearing on Denial of Customer Benefits by Contractor

(1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

b. Oversee and monitor all program activities and subcontracts;

c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

b. 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.

c. 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.

d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

   Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

   a. 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 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.

   b. 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.

   c. 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.

   d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash

request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

(2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

b. Monthly Program Report

(1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

c. Closeout Report

(1) Within 45 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.

(2) 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.

3. City Reporting

a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as

the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: P.F. Bresee Foundation

Title: Homelessness Prevention Program

Said Agreement is Number _____ 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 Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

P.F. BRESEE FOUNDATION

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and P.F. Bresee Foundation, a California nonprofit corporation, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on Month Date, Year and concurred by the Mayor on Month Date, Year) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street, Los Angeles, California 90012.

B. The Contractor, known as P.F. Bresee Foundation, having its principal office at:

184 Bimini Place, Los Angeles, California 90004

§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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Seth Eklund, Executive Director
   184 Bimini Place,
   Los Angeles, CA 90004
   213 – 387 – 2822 ext.166

   seklund@bresee.org

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Hundred Twenty Five Thousand Dollars** ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate

costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the

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

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in

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

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

A. 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.

B. 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.

C. 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).

D. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

E. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies.

Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected the City officials or candidates for elected the City office for twelve months after this Contract is signed. Additionally, a the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any the Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

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

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

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

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

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

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

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

§441. Compliance with California Public Resource Code Section 5164

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

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

§442. Possessory Interest Tax

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

§443. Confidentiality

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

to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCIDLA Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

   b. The term "financial or other interest" includes, but is not limited to:

      (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

   c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

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

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

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

§448. Work Not In Scope of Services

Contractor shall immediately notify HCIDLA 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty three (23)** pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: P.F. Bresee Foundation, A California nonprofit corporation

By:_____
Seth Eklund
Executive Director

By:_____
Name of Representative
Title

City Business License Number: 0000006795-0001-5
Internal Revenue Service ID Number: 95-3797363
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: P.F. Bresee Foundation Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program – Phase 1

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☐ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability**	$ _____
☐	_____	
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr Los Angeles, CA 90017
TEL: (213) 808-8940 **FAX:** (213) 808-8965

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

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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- Professional Liability insurance

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY

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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 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and

existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing

resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.	Copy of bill or receipt of payment.

<table>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="5">Move-in Expenses
• Application Fee
• Broker Fee
• Essential Furnishings
• Landlord Incentive Fee
• Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
• Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
• Copy of agreement
• W-9
• Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.</td></tr>
<tr><td></td><td>Linen:</td><td>Bath towels, dish cloth, comforter, sheets, bath mat,</td><td></td></tr>
</table>

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		pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where		Employment Receipt

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	other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households

Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

   a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

   b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

      (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

      (2) Assume the day-to-day operations of the program; and/or

      (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

      (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

      (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

c. Administrative Hearing on Denial of Customer Benefits by Contractor

(1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

b. Oversee and monitor all program activities and subcontracts;

c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

b. 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.

c. 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.

d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

   Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

   a. 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 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.

   b. 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.

   c. 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.

   d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash

request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

(2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

b. Monthly Program Report

(1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

c. Closeout Report

(1) Within 45 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.

(2) 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.

3. City Reporting

a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as

the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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PROFESSIONAL SERVICES AGREEMENT

Contractor: Volunteers of America of Los Angeles

Title: Homelessness Prevention Program

Said Agreement is Number _____ of City Contracts.

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Exhibits

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Exhibit B Notice of Prohibition Against Retaliation

Exhibit C Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

VOLUNTEERS OF AMERICA OF LOS ANGELES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Volunteers of America of Los Angeles, a California nonprofit, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called HCIDLA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXber XX 2020 and concurred by the Mayor on XXXXber XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute the Agreement.

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street, Los Angeles, California 90012.

B. The Contractor, known as Volunteers of America of Los Angeles having its principal office at:

3600 Wilshire Boulevard, Suite 1500, Los Angeles, California 90010

§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:

   Rushmore D. Cervantes, General Manager
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Chief Management Analyst
   Los Angeles Housing and Community Investment Department
   1200 West 7th Street, 9th Floor

   Los Angeles, CA 90017

2. The representative of the Contractor shall be:

   Robert Pratt, President & CEO
   3600 Wilshire Boulevard, Suite 1500
   Los Angeles, CA 90010

B. 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.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*

C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §444, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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. An Iran Contracting Act of 2010 Compliance Affidavit.

II. TERM, SCOPE OF WORK, AND BUDGET

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2020** and end **March 31, 2021**, with the option to renew for up to one additional one-year contract terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance as required herein.

§202. Services to be Provided by the Contractor

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

The Contractor shall provide services designed to help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future.

A detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. Budget

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 here. 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.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

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

C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate

costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

F. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

G. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 6, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1)

suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

    e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

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

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's

intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any

unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

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

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and

Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through BAVN. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

The Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf).

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/contracting/LBP_Ordinance_181910.pdf),.

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§437. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected the City officials or candidates for elected the City office for twelve months after this Contract is signed. Additionally, a the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any the Contractor subject to Charter Section 470(c)(12) shall include the following notice

in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected the City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§438. Contractors' Use of Criminal History for Consideration of Employment Applications

The Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf).

§439. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data

Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§442. Possessory Interest Tax

Rights granted to the Contractor by the City may create a possessory interest. The Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. The Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

   a. The term “immediate family” includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term “Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50 (https://bca.lacity.org/Uploads/sdo/Border%20Wall%20Ordinance.pdf).

§446. City's Additional Remedies

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§447. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§448. Work Not In Scope of Services

Contractor shall immediately notify HCID 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.

V. ENTIRE AGREEMENT

§501. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§502. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-three (23)** pages and **three (3) exhibits** which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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VI. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____
Deputy City Clerk

Date:_____

(Contractor's Corporate Seal)

Executed this _____ day of _____, 2020

For: CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By:_____
Laura K. Guglielmo,
Executive Officer

Executed this_____ day of _____, 2020

For: Volunteers of America of Los Angeles, A California nonprofit

By:_____
Robert Pratt
President & CEO

City Business License Number: 0000231120-0001-1
Internal Revenue Service ID Number: 95-1691330
Council File/CAO File Number: ##-####; Date of Approval: Month Day, Year
Said Agreement is Number _____ of City Contracts

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EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Volunteers of America of Los Angeles Date: Received from CAO

Agreement/Reference: Homelessness Prevention Program

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ _____
☐	**General Liability** ☒ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ _____
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☐	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ _____
☐	**Property Insurance** (to cover replacement cost of building -as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability**	$ _____
☐	_____	
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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EXHIBIT A

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

NAME: Celene Ross
CITY AGENCY: Los Angeles Housing and Community Investment Dept.
ADDRESS: 1200 W. 7th Street, 4th Flr Los Angeles, CA 90017
TEL: (213) 928-9103 **FAX:** (213) 808-8965

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

GENERAL INFORMATION

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance

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Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at https://kwikcomply.org/.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and selfinsurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at

http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18 – Instructions and Information on Complying with City Insurance Requirements)

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EXHIBIT B

NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at bca.lacity.org/Uploads/lwo/Notice_to_Employees_of_Retaliation_English.pdf and in Spanish at bca.lacity.org/Uploads/lwo/Notice_to_Employees_of_Retaliation_Spanish.pdf. The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunity/Affirmative Action Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment/Affirmative Action Section at (213) 847-2625

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-1922— Fax: (213) 847-2777

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EXHIBIT C

SCOPE OF WORK

A. PURPOSE

The Scope of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require an Agreement amendment.

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homeless Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

    a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;

    b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;

    c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;

    d. Oversee and monitor all HPP activities;

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e. Safeguard and manage all funds paid to the HPP; and

f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

(1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

(2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

(1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.

(2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

(1) Contractor is required to comply with the following personnel requirements:

(a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of $4,780 a month, plus fringe benefits.

d. Collaboration

(1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.

(2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

(1) Contractor shall coordinate with the City in the development and implementation of:

(a) A Citywide Technology Plan;

(b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;

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(c) Shared outcome procedures;

(d) Customer satisfaction and continuous quality improvement process; and

(e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

(1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: • Transportation • Grocery Cards	Required
"Full Services" is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in **Table 3**	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

(2) Outreach

(a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but no imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

(a) Contractor shall inform all interested households about the information and services available through the HPP.

(b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.

(c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.

Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

(b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

(1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.

(2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."

(3) Contractor shall assist households in identifying services to meet the individualized household needs.

(4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.

(a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.

(b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.

(c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.

(d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.

(e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.

(f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.

(5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing

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resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

(a) Housing Search and Placement: Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease up process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).

(b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.

(c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.

(d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.

(6) Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.

(7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.

(8) Case management services should decrease as the household's stabilization improves.

(9) Follow-Up Services: Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.

(10) Direct Financial Assistance: Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.

(11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.

(12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Maximum allowable fee is up to $3,600. Maximum of one security deposit in a twelve-month period unless the current housing situation does not work. Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to $3,600.	• Housing and Habitability inspection • Lease/rental agreement • W-9 • Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to $3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to $3,600.	Copy of bill or receipt of payment.

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<table>
<tr><td>Utility Assistance</td><td colspan="2">Utility assistance is limited to six months per utility per twelve-month period and up to $3,600.
Eligible utilities include: gas, electricity, water and trash.</td><td>Copy of bill for each utility for each month paid.</td></tr>
<tr><td>Utility Arrears</td><td colspan="2">Only if necessary to re-house. Maximum three months of arrears per utility up to $3,600. Eligible utilities include: gas, electricity, water and trash.</td><td>Statement or bill that includes the cost of each month paid.</td></tr>
<tr><td>Legal Fees</td><td colspan="2">Maximum allowable is $500
Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.</td><td>Copy of bill or receipt of payment.</td></tr>
<tr><td rowspan="5">Move-in Expenses
Application Fee
Broker Fee
Essential Furnishings
Landlord Incentive Fee
Moving Costs</td><td colspan="2">Application Fee
Eligible costs include: rental applications, background checks and credit check score fees.</td><td>Application Fee
Receipt</td></tr>
<tr><td colspan="2">Broker Fee
Reasonable costs of a real estate broker for one time in a twelve-month period.

Fee cannot exceed $250 per unit. Neither the landlord nor any employees working in entities funded by HCIDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.</td><td>Broker Fee
Copy of agreement
W-9
Lease/rental agreement must be in participant master file.</td></tr>
<tr><td colspan="2">Essential Furnishings
A total of $1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:</td><td rowspan="4">Essential Furnishings
Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.</td></tr>
<tr><td>Appliances:</td><td>Lamp, fan, microwave, refrigerator</td></tr>
<tr><td>Bedding:</td><td>Mattress, box spring and frame</td></tr>
<tr><td>Furnishings:</td><td>Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.</td></tr>
<tr><td></td><td>Linen:</td><td>Bath towels, dish cloth, comforter, sheets, bath mat,</td><td></td></tr>
</table>

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		pillow and shower curtain.	
	Kitchen:	Bake ware, cookware, dinnerware, flatware and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper and dishwashing liquid.	
	Landlord Incentive Fee Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed $250		Landlord Incentive Fee • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	Moving Costs Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to $3,600. Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to $3600.		Moving Costs Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt and detail bill if provided
General Housing Assistance • Document Fees • Employment • Transportation • Grocery cards	Document Fees: Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Document Fees Receipt
	Employment: Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where		Employment Receipt

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	other funding is not available. Employment expenses cannot exceed $3,600.		
	Transportation:		Transportation Receipt of any automobile repairs or transportation passes purchased.
	Automobile Repair:	Automobile repair and registration up to $3,600 are allowable only if these costs are related to employment, housing search or reunification.	
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards: Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to $500 each card.		Grocery cards Receipt of card purchase
Reunification Services	• Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. • Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. • All reunification cases must meet documentation standards in regards to cost and destination		• Reunification Services Request Form • Receipt of any transportation vendor expenses. • Receipt of gas card purchased.

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D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.

2. Contractor must exit the household from "Full" service when the following conditions are met:

   a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.

   b. Household utilizes reunification services or the household self-resolves housing crisis.

   c. Household has refused contact with Contractor for ninety days or more.

   d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:

   a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),

   b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and

   c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive "Brief" Services	40 unduplicated households
Minimum # of unduplicated households who receive "Full" Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households

Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	$15,000
Increase financial stability	• Establish good credit or improve credit by 35 points. • Decrease debt by at least 10%, • Increase savings by at least 2% of net income, • Establish monthly savings for at least three months

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a "system" scorecard that measures the program's progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

    a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program's facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.

    b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:

    (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or

    (2) Assume the day-to-day operations of the program; and/or

    (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or

    (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or

    (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or

(6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or

(7) Unilaterally reduce the contract budget, total dollar value or services to be provided.

(8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.

(9) City shall develop and implement the electronic infrastructure for the program.

(10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.

(11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, 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. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.

   b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

   a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

   a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.

b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.

c. Contractor shall designate and schedule the availability of 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, payment requests.

4. Monitoring

a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

5. Complaint Procedures

a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.

c. Administrative Hearing on Denial of Customer Benefits by Contractor

(1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.

(2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

(1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-cal) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

(2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name of Representative, Official Title
Administrative Office Address
Phone number

Email address

Program Facility Location:
Facility Address

Hours of Operation

(3) The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards is assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. Program Income

Program Income is the property of the City.

9. 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 consent of the City.

10. Program Requirements

a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;

b. Oversee and monitor all program activities and subcontracts;

c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

b. 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.

c. 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.

d. 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.

e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

f. 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. Requests 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.

2. Funding of Agreement

   Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.

3. Payment to the Contractor

   a. 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 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.

   b. 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.

   c. 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.

   d. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

K. REPORTING REQUIREMENTS

1. General Reporting: 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.

2. Program Reporting: Contractor shall submit to the City the following program 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.

   a. Monthly Fiscal Report

      (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash

request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested

(2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.

b. Monthly Program Report

(1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

c. Closeout Report

(1) Within 45 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.

(2) 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.

3. City Reporting

a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.

c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as

the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

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