

0150-12837-0001

TRANSMITTAL

TO The City Council	DATE 04/10/2026	COUNCIL FILE NO. C.F. 19-1346
FROM The Mayor		COUNCIL DISTRICT Citywide

Second Amended and Restated Contract with Impact Sciences, Inc. (C-134775)

Transmitted for your consideration. See the
City Administrative Officer report attached.



MAYOR

(Mitch Kamin for)

MWS:YC:VES:KHO:02260087T

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
 (Less than \$25,000 or
 Greater than \$25,000 and Less than Three Months)

To: The Mayor	Date: 03-05-26	C.D. No. Citywide	CAO File No.: 0150-12837-0001				
Contracting Department/Bureau: City Planning		Contact: Maria Ortiz – (213) 978-1291					
Reference: Department of City Planning transmittal dated March 3, 2026. Received by the City Administrative Officer on March 3, 2026. Additional information received through March 4, 2026.							
Purpose of Contract: To provide environmental consulting services for community plans, policy planning, and environmental review services.							
Type of Contract: () New contract (X) Amendment, Contract No. [C-134775]		Contract Term Dates: December 27, 2019 - December 26, 2027 (eight years) This amendment does not extend the contract term.					
Contract/Amendment Amount: \$16 million (Cumulative not-to-exceed across all on-call contracts)							
Proposed amount \$0 + Prior award(s) \$16 million = Total \$16 million							
Source of funds: General Fund, Regional Early Action Planning (REAP 2.0) grant, Planning Case Processing Fund							
Name of Contractor: Impact Sciences, Inc.							
Address: 811 W. 7 th Street, Los Angeles, CA 90017							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Prohibited Contributors (Bidders) CEC Form 55	X		
6. Standard Provisions for City Contracts included	X			13. CA Iran Contracting Act of 2010	X		
7. Workforce that resides in the City: 27%							

RECOMMENDATION

That the City Council, subject to the approval of the Mayor, authorize the Director of Planning or designee to execute a second amended and restated contract with Impact Sciences, Inc. incorporating the Memorandum of Understanding No. M-049-25, Regional Early Action Planning (REAP) 2.0 Flow-Down Provisions to perform work for REAP 2.0 funded projects, in substantial conformance with the proposed contract amendment (Attachment) as approved by the City Attorney.

SUMMARY

The Department of City Planning (DCP) entered into a contract with Impact Sciences, Inc. (Contractor) to provide environmental consulting services for community plans, policy planning, and environmental review services on December 27, 2019. The Contractor was selected from a Request for Qualification (RFQ) process initiated by the DCP on June 22, 2017 to establish an on-call list for environmental consulting services. The Contractor submitted a Statement of Qualifications by the due date and qualified for at least one task outlined in the scope of work. The City Council authorized the DCP to execute the original contract with a five-year term through December 26, 2024 and established the cumulative not-to-exceed amount of \$16 million (C.F. 19-1346). Subsequently, the City Council

<i>Kelly O'Malley</i>	<i>Yplanda Chavez</i>		
KHO	Analyst	0150-12837-0001	Assistant City Administrative Officer

authorized the DCP to execute the first amended and restated contract to extend the term for 36 months through December 26, 2027 (C.F. 19-1346-S1).

The original contract established a selection process that begins with specifying the scope, funding source, and evaluation criteria for the proposed work. Contractors on the on-call list receive solicitations to submit proposals for specified work and City staff evaluate and select a proposal. The DCP issues a Notice to Proceed (NTP) based on the selected proposal with a maximum not-to-exceed amount.

The DCP requests authority to execute the proposed second amended and restated contract with the Contractor to incorporate the Memorandum of Understanding No. M-049-25, Regional Early Action Planning (REAP) 2.0 Flow-Down Provisions to provide the environmental assessment for code amendments to implement the 2021-2029 Housing Element in compliance with the REAP 2.0 grant-funded program and update the standard provisions to the Standard Provisions for City Personal Services Contracts (Rev. 1/25)[v.2]. The proposed second amended and restated contract does not change the contract term nor the cumulative \$16 million not-to-exceed amount. The total NTPs issued to the on-call contractors to date is \$6,991,979. The REAP 2.0 contractual services funding amount is \$3,174,114. The DCP requests to maintain the \$16 million not-to-exceed amount based on the total NTPs issued to date, REAP 2.0 grant funding, Fiscal Year 2025-26 contract budget, and projected use from other City Departments through the contract term end date.

Pursuant to Charter Section 1022, the Personnel Department determined that City employee do have the expertise to perform the proposed work. However, this Office determined that it is more feasible to complete the proposed work by contract because the work exceeds staffing availability, is of limited duration, and additional staff cannot be deployed or trained in a timely manner to perform this work. The proposed second amended and restated contract does not change or add to the original scope of work.

FISCAL IMPACT STATEMENT

Funding for the proposed second amended and restated contract will be provided by existing budget appropriations for this purpose. There is no additional General Fund impact.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that budgeted funds will be used for intended purposes.

Attachment

MWS:YC:VES:KHO:02260087

CONTRACT NUMBER C-134775

SECOND AMENDED AND RESTATED CONTRACT BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF CITY PLANNING AND IMPACT SCIENCES, INC. FOR ENVIRONMENTAL CONSULTANTS FOR COMMUNITY PLANS, POLICY PLANNING, AND ENVIRONMENTAL REVIEW SERVICES

TABLE OF CONTENTS

RECITALS	1
SECTION 1 – DEFINITIONS.....	3
SECTION 2 – TIME OF PERFORMANCE	4
SECTION 3 – PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 – REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 – CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP.....	8
SECTION 6 – PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 - COMPENSATION, INVOICING, AND PAYMENT	11
SECTION 8 – ASSIGNED PERSONNEL.....	12
SECTION 9 - AUTHORIZED REPRESENTATIVES.....	13
SECTION 10 – NOTICES	13
SECTION 11 – MISCELLANEOUS.....	14

**CONTRACT BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF CITY PLANNING
AND
IMPACT SCIENCES, INC.
FOR
ENVIRONMENTAL CONSULTANTS FOR COMMUNITY PLANS, POLICY
PLANNING, AND ENVIRONMENTAL REVIEW SERVICES**

This Second Amended and Restated Contract (“Contract”) is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Impact Sciences, Inc. (Consultant), a California corporation, for Environmental Consultants for Community Plans, Policy Planning, and Environmental Review Services as follows:

RECITALS

1. City has a need for various professional environmental consulting services related to community plans, policy planning and environmental review services.
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various environmental services in a timely manner and it is therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualifications (the “RFQ”) on June 22, 2017, seeking firms qualified to provide environmental consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract; and
7. The parties agreed to enter into a first amended and restated agreement in order to extend the contract for an additional 36 months: and

8. SECTION 2 TIME OF PERFORMANCE is deleted in its entirety and replaced by the following:

The term of this Contract commences upon execution and will terminate on December 26, 2027 unless previously terminated as set forth in PSC 9, Termination, of the Standard Provisions for City Contracts.

9. The Southern California Association of Governments (SCAG) awarded grant funds for contractual services under Regional Early Action Program (REAP 2.0); and

10. Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$16 million; and

11. SECTION 11.11 Incorporation of Exhibits is hereby modified by adding "Exhibit II: Memorandum of Understanding No M-049-25, REAP 2.0 Flow-Down Provisions"; and

12. SECTION 11.13 Order of Precedence is hereby removed and replaced as follows:

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the REAP 2.0 Flow-Down Provisions (for REAP 2.0 funded projects), the body of this Contract, followed by the Standard Provisions for City Contracts, followed by followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

13. NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 – DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

CEQA means the California Environmental Quality Act, California Public Resources Code § 21000 *et seq.*, as amended from time to time.

City means the City of Los Angeles, a municipal corporation

Consultant means Impact Sciences, Inc., “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning

EIR means Environmental Impact Report

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

GIS means Geographic Information Systems

MND means Mitigated Negative Declaration

NEPA means National Environmental Policy Act

NOP means Notice of Preparation

NTP means Notice to Proceed (letter form via email)

Proposal means Consultant’s environmental consulting services proposal to the RFQ

REAP means Regional Early Action Program

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on June 22, 2017

SCAG means Southern California Association of Governments

Standard Provisions for City Contracts means the Standard Provisions of City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit I**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract

SECTION 2 – TIME OF PERFORMANCE

The term of this Contract commences upon Execution and will terminate sixty (60) months thereafter, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 – PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call environmental consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide environmental consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Specifically, Consultant shall provide environmental consulting services for the following categories:

- **Community Plan Program;**
- **Other General Plan Elements and Plans;**
- **CEQA Framework, Regulations, Thresholds, and Conditions;**
- **Conduct Review of CEQA Documents;**
- **Provide CEQA Training to City Staff; and**
- **Other as Needed Services.**

3.3 SERVICES AND DELIVERABLES TO BE PROVIDED BY CONSULTANT

At City's direction, as provided in Section 4 below, Consultant shall provide various environmental consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, Consultant may be required to, and at City's direction pursuant to a properly issued NTP letter, shall:

3.3.1 Community Plan Program

- Develop a work plan, schedule and project management approach;
- Assemble database of existing conditions; prepare GIS maps;
- Prepare initial study, Notice of Preparation (NOP); conduct scoping meeting;
- Identify initial impact relationships and compare capacity forecasts;
- Coordinate with sub-consultants on relevant EIR sections;
- Coordinate with other agencies where comments or issues are anticipated;

- Prepare Screencheck draft(s) for the Draft and Final EIRs;
- Develop alternative scenarios in consultation with staff;
- Prepare and circulate Draft EIR;
- Prepare mitigation monitoring and reporting program;
- Prepare findings and statement of overriding considerations;
- Prepare and circulate Final EIR;
- Attend coordination meetings with staff and participate in conference calls; and
- Attend public workshops, meetings and hearings.

3.3.2 Other General Plan Elements and Plans

- Develop a work plan, schedule and project management approach;
- Assemble database of existing conditions; prepare GIS maps;
- Prepare Initial study, and NOP; conduct Scoping Meeting;
- Identify initial impact relations and compare capacity forecasts;
- Coordinate with sub-consultants on relevant EIR sections;
- Prepare Screencheck draft(s) for the Draft and Final EIRs;
- Develop alternative scenarios in consultation with staff;
- Prepare and circulate Draft EIR;
- Prepare Mitigation Monitoring and Reporting Program;
- Prepare findings and statement of overriding considerations;
- Prepare and circulate Final EIR;
- Attend coordination meetings with staff and participate in conference calls; and
- Attend public workshops, meetings and hearings.

3.3.3 CEQA Framework, Regulations, Thresholds, and Conditions

- Compile all the CEQA required regulatory framework for project level EIRs within the City of Los Angeles, including local, City, County, State, and Federal regulations;
- Update the City of Los Angeles CEQA Thresholds;
- Create a standard list of Conditions of Approval for use for projects; and
- Update the standard mitigation measures and conditions of approval with new technologies, methods, mitigations, and ideas that can help improve projects in the City of Los Angeles.

3.3.4 Conduct Review of CEQA Documents

Review reports for CEQA documents, including:

- Aesthetic reports (lighting, shade/shadow, etc.);
- Air quality and greenhouse gas reports and studies;
- Biology reports;
- Population, housing, employment, urban decay, and blight studies;
- Health risk assessments;

- Traffic reports, including methodologies and analysis; and
- Feasibility and nexus studies.

3.3.5 Provide CEQA Training to City Staff

Provide City staff with training in CEQA, including intense targeted and specialized training in technical areas and training on how to conduct reviews. Areas of training include, but are not limited to:

- CEQA law and case law;
- The various types of environmental documents, including Initial Studies, Environmental Impact Reports, Categorical Exemptions, and Mitigated Negative Declarations;
- How to respond to the Appendix G questions;
- Proper use of mitigation measures and mitigation monitoring programs;
- Review of technical documents and studies and when to require them; and
- CEQA Streamlining.

3.3.6 Other As-Needed Services

CEQA clearance may be required for technical studies as needs arise. Analysis may require preparation of programmatic or project level CEQA clearance. Other required services may include assessments and evaluations for environmental review compliance under the California Environmental Quality Act. Assistance may range from the preparation of individual sections to entire CEQA documents. Contractor/Proposer may also complete other tasks as needed to include CEQA compliance and other related environmental services.

SECTION 4 – REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the Regional Alliance Marketplace for Procurement (RAMP). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS Responses and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS Response to be considered for selection, Consultant's RFB/TOS Response must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

4.4.2 Consultant shall adhere to terms indicated in the NTP.

- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee 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 Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 – CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
- The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request, Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3. above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 – PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws while under contract.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 - COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$16 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org.

All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

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

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided under Section 7.2.

7.4 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.

SECTION 8 – ASSIGNED PERSONNEL

8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City’s representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace the individual(s) who shall be subject to approval by the City.

- 8.2** Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3** The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by any subconsultants, under this Contract.
- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 - AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Jessica Kirchner** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 – NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Impact Sciences, Inc.
445 S. Figueroa Street, Suite 2550
Los Angeles, CA 90071
Attention: Jessica Kirchner

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 – MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit I and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is provided in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Contractor must be encrypted, secured, and protected.

11.8 Ratification Clause

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

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services contracts.

11.10 Signatures

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

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I.	Standard Provisions for City Personal Services Contracts (Rev. 1/25) [v.2]
Exhibit II	Memorandum of Understanding No. M-049-25, REAP 2.0 Flow-Down Provisions

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the REAP 2.0 Flow-Down Provisions (for REAP 2.0 funded projects), the body of this Contract, followed by the Standard Provisions for City Contracts, followed by followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers

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

IMPACT SCIENCES, INC.
Consultant

By: _____
VINCENT P. BERTONI, AICP
Director of Planning

By: _____
Jessica Kirchner
Title: President

Date: _____

Date: _____

IMPACT SCIENCES, INC.
Consultant

By: _____
Martha Lira
Title: CFO/Secretary

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
ANDREW SAID
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate: 0000948030

Contract Number: 134775

EXHIBIT I

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor’s Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

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

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

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: 04/25/2017

Agreement/Reference: Environmental On-Call Consultant Services

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

Limits

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

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability _____ \$1,000,000

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) \$1,000,000

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.

2) Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of their contract.

**MEMORANDUM OF UNDERSTANDING
No. M-049-25**

SCAG Overall Work Program (OWP) No: 305-4927.04

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: City of Los Angeles

Sub-Recipient's UEI No: JJ4DTG62BLD6 (City Planning Department)

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$6,803,759

Total Amount of the Sub-Award: TBD

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: See MOU rate confirmation sheet*

Fringe Benefits Cost Rate for the Award: N/A

*Subrecipient elected to use the de minimis rate for Indirect Cost Rate review process as described in Section 9 of this MOU

Subaward Project Title: City of Los Angeles REAP 2.0 Subregional Partnership 2.0 Program Grant

Subaward Project Description: City of Los Angeles will utilize REAP 2.0 funding for eligible uses and activities as provided in the Subregional Partnership Program Guidelines.

**MEMORANDUM OF UNDERSTANDING
No. M-049-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND CITY OF LOS ANGELES
FOR REAP 2.0 SUBREGIONAL PARTNERSHIP 2.0 PROGRAM GRANT**

(SCAG Project/OWP No. 305-4927.04)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **City of Los Angeles** (“Sub-Recipient”), for a Subregional Partnership (“SRP”) 2.0 Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the SRP 2.0 Program and approved the guidelines for the SRP 2.0 Program (“Program Guidelines”);

WHEREAS, SCAG released a Call for Applications for the SRP 2.0 Program;

WHEREAS, Sub-Recipient, eligible for funds under the SRP 2.0 Program, developed and submitted the following proposed projects for the SRP 2.0 Program (collectively “Projects”);

Project 1: ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for multi-family infill housing in HPOZs

Project 2: Housing Element Implementation

Project 3: Planning for Housing and Mobility

WHEREAS, SCAG reviewed the Sub-Recipient's Projects and determined the Projects to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Projects to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, ("Completion Date"), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient's Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the "Scopes of Work" attached as:

Exhibit A-1 - ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for multi-family infill housing in HPOZs

Exhibit A-2 - Housing Element Implementation

Exhibit A-3 - Planning for Housing and Mobility

- b. Interim deliverables and tasks for each project, including sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B ("SOW Approval Form"). The SOW Approval Form(s) must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form(s). The SOW Approval Form(s) may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form(s) may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form(s) may be amended subject to approval by SCAG. No amendment to the SOW Approval Form(s) shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form(s) and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives including the definition of infill contained therein as described in Section 9 of this

MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.

- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more Consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoices.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scopes of Work.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s); provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.

- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

Nashia Lalani
Senior Regional Planner
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
213.630.1477
lalani@scag.ca.gov

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Jenna Monterosa
Principal City Planner – Citywide Policy Division
Los Angeles City Planning
200 N Spring Street, Room 750, Los Angeles, CA
213.978.1377
Jenna.monterrosa@lacity.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG’s contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$6,803,759 (“Grant Funds”). The individual Projects shall be funded as follows (“Project Funds”):

Project 1: ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for multi-family infill housing in HPOZs: \$2,484,351

Project 2: Housing Element Implementation: \$1,785,486

Project 3: Planning for Housing and Mobility: \$2,533,922

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Projects' budget included in this MOU and the most current fully executed SOW Approval Form(s), the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. SCAG agrees to issue payment to the Sub-Recipient for costs identified and described on approved invoices, subject to the provisions of this MOU relating to SCAG's audit and inspection rights and further conditioned on Sub-Recipient not being in uncured default as to any of Sub-Recipient's material obligations contained in this MOU. Amounts claimed must reflect the actual incurred cost of completed work. Such amounts claimed are not required to be pre-paid by Sub-Recipient before submitting invoice to SCAG for payment. The actual incurred costs may not exceed each Projects' budgets set forth in this MOU and the most current fully executed SOW Approval Form(s). All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov and copy the SCAG Project Manager (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4927.04). A separate invoice must be submitted for each individual Project.

- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the electronic “Invoice Template” in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, unpaid invoices, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and Consultant(s) as well as progress toward completion of tasks related to the Projects for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient. The Sub-Recipient is required to issue payments on incurred costs no later than thirty (30) days from the receipt of payment from SCAG and submit a proof of the payments to SCAG.
- c. SCAG shall issue payment to the Sub-Recipient as promptly as SCAG’s fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.
- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG’s fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than within thirty (30) days after all Grant Funds have been expended, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-

Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to each Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4927.04).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), for each Project.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for "Infill," as provided in the State REAP 2.0 Guidelines.

- i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
 - c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
 - d. Sub-Recipient shall use no more than five percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of three hundred forty thousand and one hundred eighty-eight dollars (\$340,188), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.

To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the date the initial SOW Approval Form(s) is fully executed by both parties or within 30 days after the execution of this MOU, whichever is first.

- i. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient’s sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: Jenna Monterosa
 Principal City Planner – Citywide Policy Division
 Los Angeles City Planning
 200 N Spring Street, Room 750, Los Angeles, CA
 213.978.1377

Jenna.monterrosa@lacity.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$2,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-

- Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
 - e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
 - f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
 - g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form(s), SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Project Funds or the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form(s), is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Projects and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. . Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. Labor Code Requirements
 - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
 - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
 - iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
 - c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
 - d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
 - e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants, conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Projects.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.

- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).
- c. All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)

Section 26 (Release of Information)
Section 31 (Jurisdiction and Venue)
Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
Section 5.e. (Funding – repayment of ineligible costs)
Section 6 (Invoices)
Section 7 (Reporting)
Section 8 (Accounting)
Section 9 (Allowable Uses of Grant Funds)
Section 10 (Work Products)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 20 (Small Business and Disabled Veteran Business Enterprise Participation)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each

and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties, except for those certain costs defined in Section 4d. (Reimbursement) of the Program Guidelines specifically associated with program development, such as preparation of the program application, outreach to the subregional partners' jurisdictions, development of guidelines and other related documents, and development of scopes of work, solicitation requests, and contracts shall be eligible for reimbursement as of July 30, 2024.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

[The remainder of this page is intentionally left blank. Signatures on following page.]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-049-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By:  DocuSigned by:
Cindy Giraldo
Chief Financial Officer
7/14/2025
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Richard Lam
Senior Deputy Legal Counsel
7/14/2025
Date

City of Los Angeles (“Sub-Recipient”)

By:  Signed by:
Jenna Monterosa
Principal City Planner – Citywide Policy Division
7/13/2025
Date

By:  Signed by:
Vince Bertoni
Director of Planning
7/14/2025
Date

APPROVED AS TO FORM:

By:  Signed by:
Barak Vaughn
Deputy City Attorney
7/13/2025
Date

Exhibit A – 1 Scope of Work

Project Name: ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for Multi-Family Infill Housing in HPOZs

Project Description: The project advances City of LA Housing Element Program 103 (Missing Middle); and Programs 58 (Development and Design Standards), 62 (Facilitate Housing Innovation), 63 (Accessory Dwelling Units), 64 (ADU Standard Program). The project outcomes will also serve as a resource for constructing ADUs and using SB 9 and SB 684/1123.

The Project includes the following:

- (1) Community-Based Organization Outreach - will be conducted to help define the focus of the code amendments needed. City Planning will work directly with community-based organizations to target difficult to reach and underrepresented communities.
- (2) Infill ADUs Climate Resilience/Fire Safety Analysis - A consultant will prepare a study of the potential impacts of infill ADU development in hillside and Very High Fire Severity Hazard communities, taking into consideration issues such as climate resilience, emergency access and public safety, to inform geo-specific regulations and findings to mitigate potential impacts in these areas and to further support ADU development in areas meeting the REAP 2.0 definition for Infill.
- (3) Low Rise Missing Middle Resource and Website - The Accelerating Low-Rise Missing Middle Housing Resource will model various options for infill development on existing sites to help visualize site planning scenarios, ease development, and expedite approval for low-scale multifamily housing projects by creating informational assets and implementable plan documents. In addition, a website will be developed to promote the scale of building and the benefits of missing middle housing. The City Planning Commission staff recommendation report will identify a future implementation work plan upon the City Council's adoption of the ordinances. The implementation plan, which will be presented as an action item for adoption, will outline such strategies as the preparation of pre-approved standard plans for Low Rise development that will be made available to the public at no cost and other potential streamlining measures.
- (4) Objective Design/Development Standards for Infill Multifamily Development - Objective standards for multi-family Infill housing and a subset of design objective standards for new housing opportunities within established historic districts.

(5) ADU Home Ownership Ordinance - A suite of zoning code amendments will be developed aimed at implementing state law related to ADUs, small lot residential development, and low-rise residential projects in areas meeting the REAP 2.0 definition for Infill.

The final deliverables will be presented to the City Council as an action item with a recommendation to adopt.

Final Deliverables:

- Approved Scopes of Work and RFPs by SCAG
- Memo summarizing the number and location of meetings held, attendance, and key themes/feedback from each meeting
- Report on climate resilience and fire hazards to support policy recommendations for ADUs in Infill areas with high fire risk
- Final draft Accelerating Low-Rise Missing Middle Housing resource, 3D visualization software, and website
- Administrative draft and public review draft zoning ordinance establishing objective design/development standards for multifamily development in Infill areas and historic districts
- Administrative draft and public review draft zoning ordinance addressing a suite of code amendments related to ADUs, small lot residential development, and low-rise residential projects in areas meeting the REAP 2.0 definition for Infill
- City Planning Commission Recommendation Report recommending City Council Adoption of Zoning Code Amendments, final ordinance, and meeting minutes
- Documentation of City Planning Commission recommendation and transmittal of ordinance to City Council, with recommendation to consider for adoption within the expenditure period by June 30, 2026
- Project metrics

Project Budget: \$2,484,351

Exhibit A – 2 Scope of Work

Project 2:

Project Name: Housing Element Implementation

Project Description:

The Project advances Housing Element Programs 47 (Monitor and Report on Housing Production Goals), 48 (Update Density Bonus and Other Citywide Incentive Programs), 62 (Facilitate Housing Innovation), and 121 (RHNA Rezoning) by developing ordinances, tracking rezoning progress, and analyzing environmental impacts.

Throughout the project, outreach will be conducted, including outreach partnerships with community-based organizations. The department will utilize the expenditure budget for digital engagement and physical outreach materials related to the program.

(1) This Project will build upon the existing RHNA Rezoning program efforts by developing new housing programs and their implementing ordinances to streamline the production of housing and facilitate the construction of RHNA targets. This will include the development of an omnibus code amendment which incorporates code amendments to further encourage the construction of missing middle, 100% affordable housing, and develop policy and implementation improvements related to existing state laws. An environmental consultant will conduct CEQA analysis for the program.

(2) To ensure and monitor progress towards rezoning and fair housing goals, software will be used to build out a tracking system and dashboard for program testing, development, and for an annual Housing Progress Report that will be used to inform the City Council regarding the housing pipeline, including unit types, affordability, effectiveness of streamlining and incentive programs, and metrics tracking discretionary applications versus ministerial review.

(3) Furthermore, the project will include an implementation component aimed at establishing new implementation documents and procedures for existing and proposed housing element implementation ordinances.

The final deliverables will be presented to the City Council as an action item with a recommendation to adopt or if applicable approve and pursue recommendations.

Final Deliverables:

- Approved Scopes of Work and RFPs by SCAG
- Housing Progress Report document for the City Council analyzing the housing pipeline, including unit types, affordability, effectiveness of streamlining and

incentive programs, and metrics tracking discretionary land use applications versus ministerial review

- Draft Ordinance(s) released for public comment
- Memo summarizing the number and location of meetings held, attendance, and key themes/feedback from each meeting
- Administrative draft and public review draft zoning ordinance(s)
- City Planning Commission Recommendation Report recommending City Council Adoption of Zoning Code Amendments, final ordinance(s) and meeting minutes
- Documentation of City Planning Commission recommendation and transmittal of ordinance to City Council, with recommendation to consider for adoption within the expenditure period by June 30, 2026
- Copies of Fact Sheets, Forms, and public training materials released. Record of at least ten internal and six public training sessions conducted
- Project metrics

Project Budget: \$1,785,486

Exhibit A – 3 Scope of Work

Project 3:

Project Name: Planning for Housing and Mobility

Project Description:

This project centralizes resources for housing developers seeking development approvals from the City (Program 57, Improvements to Development Processing, of the Housing Element) and furthers the Housing Element's third goal: a City in which housing creates healthy, livable, sustainable, and resilient communities that improve the lives of all Angelenos.

(1) Task one of this project will produce a Nexus Study with the goal to align off-site street improvement requirements with new development in a way that improves the public realm without creating an undue burden on new housing and especially affordable housing development. In this way, the Nexus Study will create greater certainty for housing developers, remove barriers, and thus lead to an increase in housing production by standardizing street right of way dedications and other offsite improvements required of new development projects. The Nexus Study and Housing Crisis Act (HCA) Analysis will ensure public right-of-way improvements are proportional to project scope and scale and maintain no net loss in residential capacity in line with the HCA (SB 330).

(2) Task two will streamline the permit process and meet mobility and climate goals by modernizing the City's Street Design Manual and standard plans. This initiative aims to establish baseline standards for street and public right-of-way design, promoting context-sensitive design, improving access, safety, and comfort, and enhancing infrastructure to meet community needs. These standards will help affordable housing developers by reducing permit review time and costs, ultimately increasing housing production.

The modernization process includes developing street design typologies based on physical and operational characteristics suited to the City's vision for future development and capital projects, which will be provided to the public in a web portal providing clear, organized, and searchable design requirements for projects in infill areas, as defined by state REAP 2.0 guidelines. This portal will assist housing development applicants in meeting frontage and access pathway improvement requirements.

The final deliverables will be presented to the City Council or other decision-making body with delegated authority as an action item with a recommendation to adopt, or when applicable adopt and pursue the recommendations.

Final Deliverables:

- Approved Scopes of Work and RFPs by SCAG
- Memo summarizing the number and location of meetings held, attendance, and key themes/feedback from each meeting

- Nexus Study and SB330 Analysis Reports to support adoption of new Street Standards by City decisionmakers and the planned update of the City's Highway Dedication and Improvement Ordinance (LAMC Section 12.37)
- Publication of Street Design Web Portal and Site Access Enhancements Design Guidance as a public resource
- Adopted Street Design Manual and Standard Plans
- Documentation of the decision by City Council or delegated decision-making body to adopt the Street Design Manual and Standard Plans within the expenditure period by June 30, 2026. If the decision is made by the City Council or a board or commission, include staff Presentation and Report and the meeting agenda and meeting minutes with the deliverables included as an action item with the recommendation to “adopt”
- Project metrics

Project Budget: \$2,533,922



Exhibit B – Scope of Work Approval Form

Regional Early Action Planning Grants of 2021 (REAP 2.0)
 Subregional Partnership Program 2.0
 Scope of Work Approval Form - Project Summary

Subregion:

Project:

- Original Scope of Work Approval
- Revision Requested to Add, Remove, or Change Project Manager
- Revision Requested to Project Tasks (Please check all that apply)
 - Revise/Delete a Previously Approved Task
 - Change Project/Task Date
 - Other (Please describe)
 - Revise Task Budget
 - Change in Deliverable (Interim)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on **DATE)**

Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			



Regional Early Action Planning Grants of 2021 (REAP 2.0)
 Subregional Partnership Program 2.0
 Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks

If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			

Route all budget changes to Accounting and B&G.

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:

SRP2 PROJECT MANAGER

Name / Title

Revision Approved By:

SCAG Department Manager

Name / Title

Signature Date

Signature Date



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Subregional Partnership Program 2.0
Scope of Work Approval Form - Project Summary

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program 2.0
Scope of Work Approval Form – New Project Sheets

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the project’s outcome. Project metrics selected on this form will be included in the REAP 2.0 SRP2 quarterly progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. Sample

Exhibit C

Invoice Submittal Requirements

SCAG will provide the Sub-Recipient an **Invoice Template** in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the Sub-Recipient will receive payment. The Invoice Template will require information and supporting documentation such as, but not limited to:

- a. SCAG's "Bill To" information as stated in the above paragraph "b." of this section;
- b. Invoice number specified by the Sub-Recipient. The invoice number must be unique for each invoice submitted;
- c. Invoice date;
- d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
- e. Total amount due for the billing period;
- f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
- g. Project Title;
- h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
- i. SCAG Project Manager Name.
- j. Progress report
- k. Cost by task and/or cost category
- l. Detailed description of Other Direct Charges
- m. Proof of payment
- n. Timesheets
- o. Payroll report/Payroll registers

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD