

0220-00540-1734

TRANSMITTAL

TO The City Council	DATE 9/26/2025	COUNCIL FILE NO. 20-1084-S4
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Proposed Second Amendment to Contract No. C-138260
with Legal Aid Foundation of Los Angeles
for Continued Provision of Eviction Defense Services**

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



MAYOR
(Mitch Kamin for)

MWS:CV:02260031c

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

To: The Mayor	Date: 09-24-25	C.D. No. --	CAO File No.: 0220-00540-1734
Contracting Department/Bureau: Los Angeles Housing Department		Contact: Anna Ortega (213) 308-1292	
Reference: Los Angeles Housing Department transmittal dated September 12, 2025; Received by the City Administrative Officer on September 15, 2025; Additional information received through September 19, 2025.			
Purpose of Contract: To provide eviction defense and prevention services			
Type of Contract: () New contract (x) Amendment, Contract No. C-138260		Contract Term Dates: April 26, 2021 through January 31, 2026	
Contract/Amendment Amount: \$8,428,963			
Proposed amount \$ 8,428,963 + Prior award(s) \$ 75,899,427 = Total \$ 84,328,390			
Source of funds: House LA Fund 66M			
Name of Contractor: Legal Aid Foundation of Los Angeles			
Address: 1550 W. 8th St. Los Angeles, CA 90017			
	Yes	No	N/A
1. Council has approved the purpose	x		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed	x		
4. Proposals have been requested			x
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 0 %			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			x
9. Equal Benefits & First Source Hiring Ordinances		x	
10. Contractor Responsibility Ordinance		x	
11. Disclosure Ordinances		x	
12. Bidder Certification CEC Form 50		x	
13. Prohibited Contributors (Bidders) CEC Form 55		x	
14. California Iran Contracting Act of 2010		x	

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Los Angeles Housing Department, or designee, to:

1. Execute a second amended and restated contract with Legal Aid Foundation of Los Angeles (City Contract No. C-138260) for eviction defense and prevention services for the Eviction Defense Program and United to House LA Homelessness Prevention Program, to increase the compensation amount by \$8,428,963 for a new total contract amount not to exceed \$84,328,390, in substantial conformance with the attached draft, subject to the review and approval of the City Attorney as to form and contractor compliance with the City's contracting requirements; and,
2. Prepare Controller instructions and any technical adjustments consistent with the Mayor and Council actions related to this matter, subject to the approval of the City Administrative Officer.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute a second amended and restated Contract No. C-138260 with Legal Aid Foundation of Los Angeles (LAFLA) for eviction defense and prevention services for the City's Eviction Defense Program (EDP) to increase the maximum

CV	Analyst	02260031	for City Administrative Officer

allowable compensation by \$8,428,963 from \$75,899,427 to \$84,328,390. On September 23, 2020, the Mayor and the Council (C.F. 20-1084) authorized the LAHD to execute a sole-source contract with the LAFLA to serve as the lead contracting entity for EDP and to subcontract with multiple legal and non-profit service providers to provide legal services, as well as tenant education and outreach services related to the EDP. The Council subsequently authorized the LAHD to execute amendments to the LAFLA contract to increase the compensation amount and extend the contract term through multiple Council actions (C.F. No. 20-1433-S2).

On June 27, 2025, the City Council approved an amendment to the existing LAFLA extending the contract term for up to seven months through January 31, 2026. The Fiscal Year 2025-26 United to House LA (ULA) Expenditure Plan (CF No. 23-0038-S7) allocated additional funding for eviction defense services. The LAHD proposes to use LAFLA for ULA eviction defense services. The proposed second amended and restated contract increases the compensation amount by \$8,428,963 for a new total contract amount not to exceed \$84,328,390. The LAHD states that the increased funding is necessary to sustain LAFLA's comprehensive services for the remainder of the contract term.

Pursuant to Charter Section 1022, the Personnel Department determined that City classifications do not have the necessary qualifications to perform the work. The proposed amendment does not change or add to the original scope of work.

In accordance with the Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed second amendment is required as the estimated annual payments will exceed \$200,130¹. To the best of this Office's knowledge, the contractor has complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

Funding for the proposed second amendment is supported through revenue collected and deposited into the United to House LA Fund No. 66M/43, which was appropriated through the FY 2025-26 United to House LA Expenditure Plan. The City's financial obligation will be limited to funds appropriated for this purpose. There is no impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that the proposed contract will be funded by dedicated funding sources and expenditures will be limited to the mandates of the funding sources.

MWS:CV:02260031c

Attachments

¹ The contract exemption limit of \$200,130 is established in the City Administrative Officer report entitled "Fiscal Year 2025-26 Consumer Price Index (CPI) Adjustments to Charter and Administrative Code Limits for Intra-departmental Transfers, Contract Exemptions and Grant Contract Revisions", dated September 11, 2025.

City of Los Angeles

Tiena Johnson Hall, General Manager
Tricia Keane, Executive Officer

Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager
Craig Arceneaux, Acting Assistant General Manager



Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd., Ste 300
Los Angeles, CA 90026
Tel: 213.808.8808

housing.lacity.gov

September 12, 2025

Council File: 20-1084-S4
Council Districts: Citywide
Contact Person(s): Anna Ortega (213) 308-1292

Honorable Karen Bass
Mayor, City of Los Angeles
c/o City Clerk, City Hall
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Attention: Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A SECOND AMENDED AND RESTATED AGREEMENT TO CITY CONTRACT C-138260 WITH LEGAL AID FOUNDATION OF LOS ANGELES TO INCREASE THE TOTAL CONTRACT COMPENSATION FOR THE CONTINUATION OF EVICTION DEFENSE AND UNITED TO HOUSE LA HOMELESSNESS PREVENTION PROGRAM SERVICES

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to amend and restate the Eviction Defense Program (EDP) contract with Legal Aid Foundation of Los Angeles (LAFLA) (C-138260) to increase the total compensation amount by \$8,428,963. Approval of this request will allow for the continued delivery of critical homelessness prevention services, including emergency rental assistance, eviction prevention, legal support, tenant outreach and education, and protection from tenant harassment.

On July 3, 2025, the Mayor and the City Council approved the Fiscal Year 2025-26 United to House LA (ULA) Expenditure Plan, allocating \$39,085,942 for eviction defense services, and \$3,767,728 for short-term emergency rental assistance. In addition, the City Council directed LAHD to return with options to ensure uninterrupted delivery of eviction defense and prevention services while the ongoing Request for Proposals (RFP) process for the EDP is completed (Council File (CF) No. 23-0038-S7).

This report addresses the City Council's request for LAHD to report on the actions necessary to ensure sufficient resources are available for the uninterrupted delivery of authorized eviction prevention and defense services while the RFP is finalized and until new contracts are executed.

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the General Manager of the Los Angeles Housing Department (LAHD), or designee, to execute a Second Amended and Restated Agreement to Contract C-138260 with Legal Aid Foundation of Los Angeles (LAFLA) to increase the contract amount by \$8,428,963 (\$4,661,235 for eviction defense and prevention services and \$3,767,728 for short-term emergency rental assistance) for a new total contract amount not to exceed \$84,328,390.55, to continue supporting eviction defense and eviction prevention services for the Eviction Defense Program (EDP) and ULA Homelessness Prevention Program, in substantial conformance to the draft document attached (see Attachment A), subject to the contractor's performance, funding availability, and approval of the City Attorney as to form.
 - B. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council action on this matter, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

BACKGROUND

The City of Los Angeles (City) launched the Eviction Defense Program (EDP) on July 1, 2021, to promote housing stability by offering comprehensive eviction prevention services to tenants residing within the City's boundaries.

The EDP is vital to the City's homelessness prevention efforts and a key component of the comprehensive homelessness prevention efforts funded through measure United to House LA (ULA) approved by Los Angeles voters in November 2022. The measure requires that 30% of ULA revenue be specifically allocated to homelessness prevention services, including emergency rental assistance, eviction prevention, tenant outreach and education, protection from tenant harassment, and income support for rent-burdened at-risk seniors and persons with disabilities.

Through the EDP, the City participates in and collaborates in partnership with Los Angeles County through the Stay Housed LA coalition (SHLA), a partnership with the City, County of Los Angeles (County), and twenty (20) community-based organizations to provide outreach, education, and eviction prevention services, along with direct legal assistance to Los Angeles renters facing eviction.

The Legal Aid Foundation of Los Angeles (LAFLA) is currently the lead agency responsible for managing the eviction defense contract and coordinating a coalition of legal service providers and community organizations engaged in eviction defense and prevention. In addition to LAFLA, the legal service providers include:

- Asian Americans Advancing Justice- Los Angeles (AAAJ-LA)
- Basta, Universal! (BASTA)
- Bet Tzedek Legal Services (BTLS)

- Eviction Defense Network (EDN)
- Inner City Law Center (ICLC)
- Mental Health Advocacy Services (MHAS)
- Movement Legal
- Neighborhood Legal Services of Los Angeles County (NLSLA)
- Public Counsel (PC)

The outreach and education team, led by Liberty Hill Foundation, includes the following community organizations:

- Alliance of Californians for Community Empowerment (ACCE)
- Coalition for Economic Survival (CES)
- Communities for a Better Environment (CBE)
- Eastside Leads (ESL)
- Inquilinos Unidos (IU)
- Koreatown Immigrant Workers Center (KIWA)
- Los Angeles Center for Community Law and Action (LACCLA)
- Los Angeles Community Action Network (LACAN)
- People Organized for Westside Renewal (POWER)
- Strategic Actions for a Just Economy (SAJE)

Rental assistance payments for negotiated rental arrears settlements are processed by Southern California Housing Rights Center (SCHRC), which serves as the designated payment administrator. SCHRC ensures the disbursement of approved funds in accordance with program guidelines and settlement terms.

These organizations operate under the umbrella of the SHLA, which coordinates eviction and prevention services in the City and County. In 2023, the City entered into a Memorandum of Understanding with Los Angeles County to ensure a coordinated effort for eviction prevention, outreach, education, maintenance of the co-branded “Stay Housed L.A.” public-facing website and internal data sharing platforms, and program evaluation. This coordination allowed for more comprehensive service for renters across the County and helped to avoid duplication of services.

Eviction Defense Program Impact Summary

Since July 1, 2021, when the EDP was initiated, through July 31, 2025, the City’s EDP has provided eviction defense and prevention services to a significant number of Angelenos. In that time period, the EDP provided legal assistance to approximately 21,607 households, including full scope legal representation for 4,856 tenants, and limited scope representation for 16,751 tenants – enabling 55% of represented tenants to stay in their homes for an estimated long-term collective economic benefit of \$20,161,073 in calculated savings from not moving – and the EDP provided soft landings to another 39% of clients for an estimated \$24,965,824 in short-term economic benefits consisting of court fee waivers, waived back rent, and relocation assistance. Additionally, the EDP has distributed over \$11 million in rental assistance to keep people in their homes, hosted 868 “Know Your Rights” workshops, and conducted direct outreach to approximately 822,000 City renters.

Stay Housed LA: Legal Cases Overview

21,607

Total Cases Opened

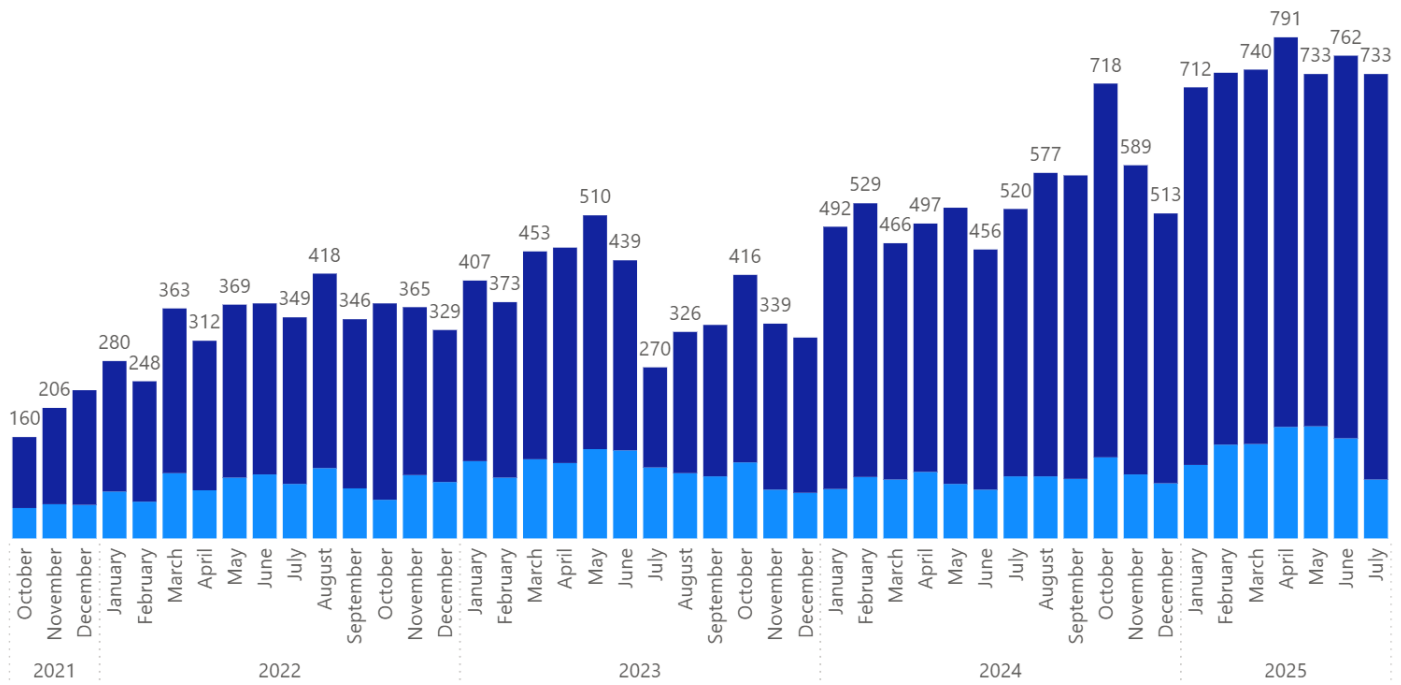
4,856

Full Scope Cases

16,751

Limited Scope Cases

level ● Full Scope ● Limited Scope



Update on Eviction Defense Services Contract and ULA Funding Implementation

On May 1, 2025, the Mayor and City Council approved the execution of a new sole-source five-year contract with LAFLA that would have commenced on July 1, 2025, and continued through June 30, 2030, for continued eviction defense, homelessness prevention, and tenant outreach and education services. Furthermore, the Council found that the services to be performed by LAFLA were for the performance of professional, scientific, expert, technical, or other special services for which competitive bidding is not practicable or advantageous and that the work could be performed more economically or feasibly by independent contractors than by City employees, pursuant to Section 371(e)(10) of the City Charter (CF No. 20-1084-S4).

Following the City Council approval on April 25, 2025, and Mayoral concurrence on May 1, 2025, the City Attorney declined to approve the new five-year sole-source contract as to form, based on concerns about the sole-source nature of the contract. Consequently, to prevent a lapse in vital services, on June 27, 2025, the City Council approved an amendment to the existing LAFLA contract (C-138260), extending the contract term for up to seven (7) months through January 31, 2026, or until a new contract is executed, whichever comes first. This action also approved the addition of \$6,579,418.35 in funding to the contract, funding that was previously approved by the Mayor and City Council on May 1, 2025 (CF No. 20-1084-S4), to support continued service delivery under the new five-year sole-source contract.

In conjunction with this amendment, the City Council authorized LAHD to initiate a competitive procurement process and issue a Request for Proposals (RFP) to all qualified bidders for the continuation of eviction defense services “in the most strategic and efficient manner possible.” LAHD has recommenced the procurement process to

release an RFP to award contracts for the continuation of these vital services beyond the expiration of the contract with LAFLA, which is set to expire no later than January 31, 2026.

On July 3, 2025, the City Council approved the Fiscal Year 2025-26 ULA Expenditure Plan (CF No. 23-0038-S7), which allocated approximately \$424.8 million to the ten ULA program areas and for program administration. Of this total, \$102,633,067.10 is designated for homelessness prevention programs, including \$39,085,942 for eviction defense services and \$3,767,728 for short-term emergency rental assistance. To date, none of this funding has been added to the existing contract.

Similar to action of the June 27, 2025, the City Council also authorized LAHD to prepare and release an RFP to solicit a qualified agency/contractor for the City's EDP for the purposes of providing comprehensive eviction defense, eviction prevention, tenant outreach and education, and legal support services for income-qualified tenants, including the scope of services described in the ULA Homelessness Prevention Programs Guidelines for eviction defense and prevention, tenant outreach and education, protections from tenant harassment, and the short-term emergency assistance for settlement of rental arrears of low-income tenant households at risk of eviction in the City. The City Council further directed LAHD to return to City Council with options that would ensure the services continue to be provided while the RFP process is completed.

Right to Counsel Program Ordinance

As of August 20, 2025, the City's long-anticipated "Right to Counsel" (RTC) Program Ordinance officially took effect. This ordinance establishes the EDP as a permanent phased-in program Citywide, codifies services, and ensures that eligible tenants living in the City have the right to access critical legal services and that qualified City residents are provided with access to legal representation in eviction proceedings and in administrative proceedings that may result in the termination of a tenant's right to possession of a rental unit or a rental housing subsidy (C.F. No. 18-0610-S3). Measure ULA provides a permanent source of funding for service delivery under the "Right to Counsel," designed to serve low-income tenants defined as tenants with household incomes at or below 80% of the Area Median Income, subject to availability of funds.

The RTC aligns with the EDP, which is designed to phase in services over five years, utilizing prioritized zip codes based on tenant displacement vulnerability, which is determined using a composite score for each zip code taking into consideration the following factors: renter population, non-white renter population, renter cost burden, owner cost burden, median income, and unemployment rate. Displacement vulnerability is used as the primary criterion to ensure that tenants most likely to be evicted have first access to attorneys. As part of its oversight of the EDP contract, LAFLA has been key in the implementation of the prioritized plan based on tenant vulnerability.

The EDP provides triaged services to all renters in the City, ranging from education to limited-scope legal representation, and up to full legal representation. The EDP's Tenant Empowerment Project was created to address the needs of tenants in non-priority zip codes, assisting them through limited legal services from answer to trial or settlement, and providing full representation when necessary.

DISCUSSION

The "Amendment to the First Amended and Restated Agreement" with LAFLA was executed on June 30, 2025, in time to avoid a lapse in services. However, due to the timing of these actions, the contract extension commenced prior to the completion of the year-end accounting and close-out activities and before LAFLA could prepare a budget for the new term that commenced on July 1, 2025, and LAHD could review and approve such budget. It is noteworthy that in addition to providing direct legal services, LAFLA oversees twenty-one (21) subcontractors who provide legal services, outreach and education, anti-harassment training, and rental assistance. Subsequent to LAFLA's submission of final invoices for May and June 2025, LAHD completed its review and approval process,

which allowed an assessment of the remaining funds for each service category of the eviction prevention contract: outreach and education, legal services, and rental assistance. Upon fiscal year close-out, LAHD and LAFLA determined that \$20,274,107 remained available in the contract as of June 30, 2025.

Proposed Operating Budgets for EDP Contract Fiscal Year 2025-26

At the request of LAHD, LAFLA submitted two proposed operating budgets for the remainder of the contract term set to expire no later than January 31, 2026:

1. Limited-Service Budget - This budget reflects an expenditure plan limited to \$20,274,107 available as of July 1, 2025. This budget funds outreach and education through January 31, 2026. However, legal services funding is projected to be exhausted by November 10, 2025, covering only four months of service delivery. Additionally, as of June 30, 2025, LAFLA reported that \$1,908,232.35 in applications for settlement of rental arrears were in process, leaving only \$285,467.63 available for additional rental assistance payments. In response, LAFLA has paused acceptance of new rental assistance applications while final June invoices were processed. LAFLA requested that the City consider releasing the \$3.7 million allocated for short-term emergency assistance in the ULA Fiscal Year 2025-26 (FY 25-26) Expenditure Plan.
2. Full-Service Budget - This budget outlines an expenditure plan that includes the full funding required to sustain services for the seven (7) month period through January 31, 2026. This full-service budget projects a funding shortfall of \$8,428,963, which would impact the program's ability to deliver uninterrupted legal services and rental assistance. The breakdown of projected costs and the funding gap is illustrated in the following table.

EVICTION DEFENSE BUDGET JULY 1, 2025 - JANUARY 31, 2026

Expense Category	Available Funding	Amount Needed Full 7 Months	Funding Gap	% of Full 7 Month Budget
Legal Services - LAFLA	\$3,064,069	\$4,191,104	\$1,127,035	15.64%
Legal Services - Subcontractors	\$8,673,600	\$11,575,800	\$2,902,200	43.20%
Tenant Outreach & Education	\$1,919,339	\$1,919,339	\$0	7.16%
Program-wide Services (legal)	\$2,105,100	\$2,737,100	\$632,000	10.22%
Tenant Outreach for Tenant Harassment	\$2,013,805	\$2,013,805	\$0	7.52%
Administrative Costs	\$304,494	\$304,494	\$0	1.14%
Subtotal	\$18,080,407	\$22,741,642	\$4,661,235	84.87%
Rental Assistance - pending applications for settlement of rental arrears (Committed as of 6/30/25)	\$1,908,232	—	—	—
Rental Assistance - settlement of rental arrears (Uncommitted as of 6/30/25)	\$285,468	\$4,053,196	\$3,767,728	15.13%
Total	\$20,274,107	\$26,794,838	\$8,428,963	100.00%

As adjusted by LAHD, the EDP budget for the 7-month period from July 1, 2025, through January 31, 2026, will be \$26,794,838, including rental assistance. The additional funding is projected to support 554 additional full-scope cases, 526 limited legal services matters, and 540 Unlawful Detainer answers filed, while maintaining vital ongoing tenant outreach, education, and anti-harassment outreach services while the RFP process is completed.

Administrative Costs

A careful review of the EDP budget indicates that approximately seven percent (7%) of the total budget is expended on program administrative costs, including administrative, accounting, and data analytical staff and other costs such as rent, office supplies, postage, equipment rental and maintenance, telephone/internet, training, insurance dues, interpretation, and public relations. This amount is well below industry norms of 10% to 20%.

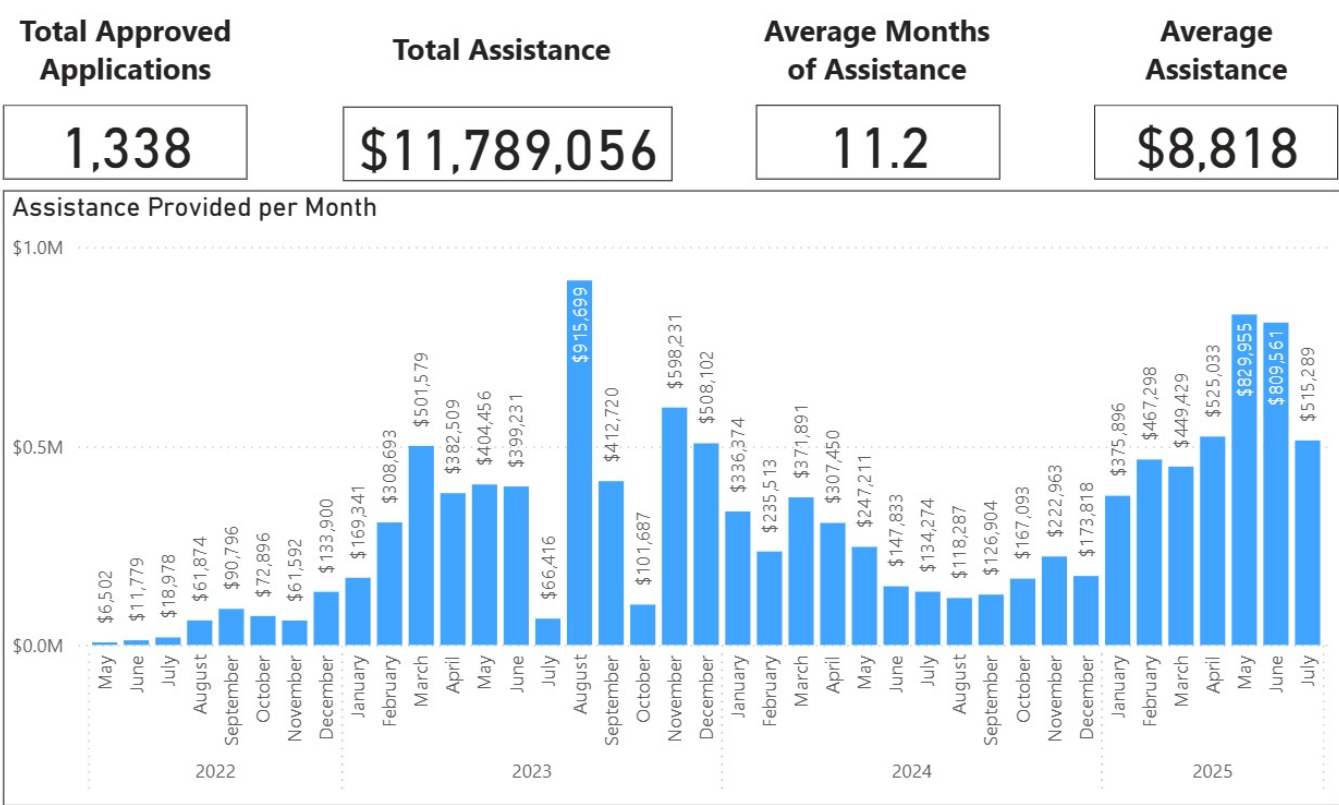
Rental Assistance

It is important to note the distinction between rental assistance provided through the EDP as compared with other City programs that have provided assistance to renters in making their monthly rental payments. Rental assistance

provided through the EDP contract is reserved specifically for the settlement of rental arrears owed by tenants, and is a tool often used to settle or avoid eviction proceedings. It is distinct from other programs that LAHD has administered on behalf of the City in which monthly rent payments, for either back-owed rent or prospective future rent, were made directly to landlords or tenants and not directly connecting to eviction proceedings. The legal service attorneys representing tenants through the EDP who are subject to eviction for non-payment of rent utilize this funding to negotiate settlements with tenants’ landlords to prevent the eviction. As of July 31, 2025, the program provided rental assistance totaling \$11,789,056 to 1,338 renter households.

As illustrated below, the rental assistance payments under the life of the eviction defense program have varied but are trending up in recent months as the impact of the wildfires and U.S. Immigration and Customs Enforcement (ICE) raids have impacted renter households.

Stay Housed LA: UD Rental Assistance



On July 17, 2025, LAFLA notified the City that it did not have sufficient funding to provide services for the full seven months and had nearly exhausted rental assistance funding. As a result, they informed LAHD that they were forced to stop taking new referrals for rental assistance for settlements from the legal service subcontractor/providers. LAFLA has submitted \$1,908,232.35 in approved applications for settlement of rental arrears in process, leaving only \$285,468 available for additional payments for rental assistance for the remainder of the contract term. With an average rental arrears settlement amount of \$8,665, the available funding would cover only 33 payments. LAFLA requested that the City consider releasing the \$3.7 million allocated for rental assistance in the ULA FY 25-26 allocation given that this funding is approved for such designated purpose.

LAHD concurs with the request to release the available ULA FY 25-26 allocation for rental assistance of \$3,767,728, which, together with the roll-over funds, would provide approximately \$4 million (\$579,028 monthly)

for seven months for rental assistance and associated administrative costs. LAHD estimates this funding would cover about 400 rental assistance settlements. In light of the current economic climate in the City and the continued impact of the January wildfires and federal immigration enforcement actions, this funding represents a vital lifeline for the City's most vulnerable renters.

CONCLUSION SUMMARY

To ensure the uninterrupted delivery of comprehensive eviction defense and eviction prevention services through January 31, 2026, the maximum term of the seven-month extension of Contract No. C-138260 with LAFLA, LAHD recommends approval of a contract amendment to add funding authorized by the City Council on July 3, 2025, through adoption of the FY 25-26 ULA Expenditure Plan (CF No. 23-0038-S7).

The recommended funding additions are as follows:

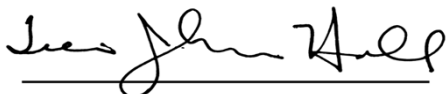
Expenditure Category	Amount
Eviction Defense/Prevention	\$4,661,235
Short-Term Emergency Assistance	\$3,767,728
Total Additional Funding	\$8,428,963

This additional funding represents 12% of the \$39,085,942 in ULA funding allocated specifically for eviction defense services in the approved FY 2025-26 ULA Expenditure Plan and is essential to sustaining LAFLA's comprehensive service delivery.

FISCAL IMPACT

There is no impact to the General Fund through the recommendations in this report. The contract amendment will be fully supported through revenue collected and deposited into the House LA Fund No. 66M/43, which were appropriated through the FY 2025-26 ULA Expenditure Plan.

Approved By:



TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - LAFLA_C-138260 2nd AR_Draft

CITY OF LOS ANGELES
STANDARD LANGUAGE
COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME INVESTMENT IN AFFORDABLE HOUSING
SECOND AMENDED AND RESTATED AGREEMENT

Agreement No.	C-138260
Project Title:	Eviction Defense Program
Primary Services Location:	City of Los Angeles
Contractor:	Legal Aid Foundation of Los Angeles
Type of Organization:	Non-Profit
Corporate Number:	C0172730
UEID Number:	PA3DKB9K3YA3
CFDA Number:	CDBG 14.218; HOME 14.239
Federal Award Identification Number (FAIN):	B-20-MW-06-0523; M21-MP060519
Federal Award Date:	January 12, 2021; September 20, 2021
Research and Development Award (Yes or No):	No

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SECOND AMENDED AND RESTATED
AGREEMENT NUMBER C-138260 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL AID FOUNDATION OF LOS ANGELES

THIS SECOND AMENDED AND RESTATED AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and Legal Aid Foundation of Los Angeles ("LAFLA" or "Contractor"), a California nonprofit corporation, for the provision of Eviction Defense Program Services.

RECITALS

WHEREAS, the City has entered into Grant Agreements with the U. S. Department of Housing and Urban Development, ("Grantor" or "HUD"), to address the needs of the City, and the Grantor has awarded Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program ("HOME") funds to the City for this purpose; and

WHEREAS, the Los Angeles Housing Department ("LAHD") is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

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

WHEREAS, the Eviction Defense Program Services that are the subject of this agreement, have been established by the City as one of the above-described programs, and have been funded in the LAHD budget by HUD pursuant to the CDBG Funds, the HOME Funds, and other eligible administered fund(s); and

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

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

WHEREAS, City Council adopted a motion on September 1, 2020 instructing LAHD to develop a COVID-19 Emergency Eviction Defense Program (EDP) to respond to the urgent threat of evictions for thousands of City renters impacted by COVID-19 (Council File Number 20-1084); the COVID-Response EDP included provision of outreach and education services, pre-eviction services, and legal defense services to City residents facing eviction; and

WHEREAS, LAFLA has been committed to achieving equal justice for people living in poverty across the Greater Los Angeles area for over 95 years; was incorporated in 1929 as the Southern California Legal Aid Clinic Association, opening its first office at the University of Southern California where it operated until 1935; and adopted its current name of Legal Aid Foundation of Los Angeles in 1937; and

WHEREAS, LAFLA has conducted housing-related work from its inception, and in response to a significant increase in evictions due to a recession in the early 1980s, established a specialized unit (the Eviction Defense Center at LAFLA) in 1983 which became the nation's first high-volume legal aid eviction defense practice utilizing innovative methods for handling a large number of concurrent eviction cases; and

WHEREAS, in 2000, following the recommendations of the 1998 Blue Ribbon Citizens Committee on Sum Housing, LAFLA led a coalition of legal service providers in the Unlawful Detainer Equal Access Project, providing same-day representation to evicted tenants at the Stanley Mosk Courthouse, lasting approximately three years; and

WHEREAS, during the Great Recession of the late 2000s, when approximately 70,000 evictions were filed throughout LA County, LAFLA spearheaded the Homelessness Prevention and Rapid Re-Housing Program, funded by

HUD, providing rental assistance of approximately \$600,000 between 2009 and 2012 to 1,671 households consisting of vulnerable tenants and individuals experiencing homelessness; and

WHEREAS, since 1929, LAFLA has consistently provided high-quality, high-volume housing services to low-income Angelenos, demonstrating a comprehensive understanding of local eviction laws, pandemic-specific eviction moratoria, and emergency rental assistance programs, and was selected as the lead contractor for Los Angeles County's ("County") Eviction Defense Program, which launched on September 14, 2020; and

WHEREAS, on September 23, 2020 and October 5, 2020, City Council and the Mayor approved the execution of a sole source contract (C-138260) with LAFLA to assist the City in implementing a COVID-Response EDP and serve as the lead contracting entity on behalf of a consortium of public legal service providers and non-profit community-based organizations providing eviction prevention and eviction defense services including legal representation, pre-eviction legal assistance, outreach and education, and legal court representation. The initial contract, executed on April 26, 2021, was for an amount not to exceed Seven Million One Hundred Fourteen Thousand Five Hundred Ten Dollars (\$7,114,510), for a term of twelve (12) months commencing on April 26, 2021 and ending on April 25, 2022 (Council File Number 20-1084), which together with all amendments, modifications, and restatements thereto shall hereinafter be referred to as the "Agreement;" and

WHEREAS the justification for the sole source contract was the urgent need to address the increased risk of evictions due to the economic impacts of the COVID-19 pandemic, the Contractor's expertise and critical knowledge with deployment of eviction prevention and eviction defense related services across the Los Angeles region, and the need to expeditiously implement the City's COVID-Response EDP; and

WHEREAS, the City's Eviction Defense Program (EDP) officially launched on July 1, 2021, wherein the City partnered with the County, local community and legal service providers to keep residents of the City in their homes by providing information and resources through the Stay Housed L.A. platform, providing information about tenant rights in the City, available legal assistance, and educational workshops; and

WHEREAS, since LAFLA became the lead agency for Stay Housed LA (SHLA) in 2020, SHLA has provided legal assistance to over 15,600 City tenants, with LAFLA contributing the largest contingent of attorneys to the SHLA collaborative, establishing an innovative case management program, and operating the SHLA hotline, thereby providing thousands of City tenants with valuable counsel, advice, and assistance each year; and

WHEREAS, on May 25, 2021 and June 3, 2021, City Council and the Mayor approved a first amendment to the Agreement ("First Amendment") to (a) add additional funds in the amount of Five Hundred Thousand Dollars (\$500,000) for a new contract total of Seven Million Six Hundred Fourteen Thousand Five Hundred Ten Dollars (\$7,614,510); and (b) amend Exhibit G "Scope of Work and Contractor Responsibility" to provide eviction prevention and eviction defense services for residents of Council District (CD) 10 under the "Stay Housing LA-CD-10" program (Council File Number 20-0600-S83); and

WHEREAS, the justification for the First Amendment included the need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City, Contractor's role as lead contractor for the EDP and experience in providing eviction prevention and eviction defense services to City residents, and the need to expeditiously implement the Stay Housed LA program for residents of CD-10; and

WHEREAS, on March 30, 2022 and April 26, 2022 and April 1, 2022 and April 29, 2022, City Council and the Mayor approved a second amendment to contract (C-138260) ("Second Amendment") to (a) add additional funds in the amount of One Hundred Fifty-Three Thousand Dollars (\$153,000) for a new contract total of Seven Million Seven Hundred Sixty-Seven Thousand Five Hundred Ten Dollars (\$7,767,510); (b) extend the term of the Agreement to June 30, 2024; and (c) amend Exhibit G "Scope of Work and Contractor Responsibility" to expand eviction prevention and eviction defense services under the "Stay Housed LA" program to residents of CD-11 (Council File Numbers 20-1433-S2 and 22-0414); and

WHEREAS, the justification for the Second Amendment included the need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City, Contractor's role as lead contractor for the EDP and experience in providing eviction prevention and eviction defense services to City residents, and the need to expeditiously expand the Stay Housed LA program to residents of CD-11; and

WHEREAS, on June 29, 2022, City Council approved a third amendment to contract (C-138260) ("Third Amendment") to (a) add additional funds (\$1,638,637.00 ERAP funds and \$1,247,002.00 Year 1 Senate Bill 2 - Permanent Local Housing Allocation (PLHA) in the amount of Two Million Eight Hundred Eighty-Five Thousand Six Hundred Thirty-Nine Dollars (\$2,885,639) for a new contract total of Ten Million Six Hundred Fifty-Three Thousand One Hundred Forty-Nine Dollars (\$10,653,149); and (b) amend Exhibit G to add additional scope of work (Council File Number 20-1084-S1); and

WHEREAS, the justification for the Third Amendment included the Contractor's role as lead contractor for the EDP and experience in providing eviction prevention and eviction defense services to City residents, and need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City due to an anticipated increase in demand by City residents for eviction prevention and eviction defense services after COVID eviction moratorium and emergency ordinances expire; and

WHEREAS, on November 1, 2022 and November 9, 2022 and December 2, 2022 and December 8, 2022, City Council and the Mayor approved a fourth amendment to (a) add additional funds (\$5,000,000 ERAP2 , \$1,872,717.20 Year 2 Senate Bill 2 – PLHA, \$9,950,958 GCP and \$100,000 GCP for CD-11) in the amount of Sixteen Million Nine Hundred Twenty-Three Thousand Six Hundred Seventy-Five Dollars and Twenty Cents (\$16,923,675.20) for a new contract total of Twenty-Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$27,576,824.20); and (b) extend the term of the Agreement to June 30, 2025 (Council File Numbers 22-0414-S1 and 20-1084-S3); and

WHEREAS, the justification for the Fourth Amendment included the Contractor's role as lead contractor for the EDP and experience in providing eviction prevention and eviction defense services to City residents, and need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City as the City continued to deal with the economic impact of COVID-19 and after the COVID-19 eviction protections were lifted, and the addition of less restrictive funding sources to the Agreement allowing the City to provide optimum assistance to City residents; and

WHEREAS, on March 30, 2022 and April 1, 2022, City Council and the Mayor approved a fifth amendment to (a) add additional HOME-ARP funds in the amount of Ten Million Dollars (\$10,000,000) for a new contract total of Thirty-Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$37,576,824.20); and (b) amend Exhibit G to add additional scope of work (Council File Number 20-1433-S2); and

WHEREAS, the justification for the Fifth Amendment included the Contractor's role as lead contractor for the EDP and experience in providing eviction prevention and eviction defense services to City residents, and need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City as the City continued to deal with the economic impact of COVID-19 and as the COVID-19 eviction protections were soon to be lifted, and addition of the HOME Investment Partnerships American Rescue Plan Program ("HOME-ARP") grant as an additional funding source to the Agreement; and

WHEREAS, on August 29, 2023 and September 11, 2023 and October 31, 2023 and November 2, 2023, City Council and the Mayor approved a sixth amendment to (a) add additional Measure ULA Funds for Homelessness Prevention Program; Eviction Defense/ Prevention, Tenant Outreach and Education and Tenant Anti-Harassment Ordinance Outreach and Education in the amount of Twenty-Nine Million Six Hundred Fifty-Eight Thousand Five Hundred Ninety-Six Dollars (\$29,658,596) for a new contract total of Sixty-Seven Million Two Hundred Thirty-Five Thousand Four Hundred Twenty Dollars and Twenty Cents (\$67,235,420.20); and (b) add Exhibit K, ULA Homeless Prevention Program Budget (Council File Number 23-0038); and

WHEREAS, the justification for the Sixth Amendment included the Contractor's role as lead contractor for the EDP and experience in providing eviction prevention and eviction defense services to City residents, need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City due to an increased need for such services after COVID-19 eviction protections ended, and addition of United to House LA (Measure ULA) funds as an additional funding source to the Agreement; and

WHEREAS, on November 20, 2024 and November 25, 2024, City Council and the Mayor approved a First Amended and Restated Agreement to add additional Year 3 Senate Bill 2 – Permanent Local Housing Allocation (PLHA) funds in the amount of Two Million Eighty-Four Thousand Five Hundred Eighty-Nine Dollars (\$2,084,589) for a new contract total of Sixty-Nine Million Three Hundred Twenty Thousand Nine Dollars and Twenty Cents (\$69,320,009.20) (Council File Number

19-0685-S1); and

WHEREAS, the justification for the First Amended and Restated Agreement included the growing need to prevent tenant displacement, Contractor's role as lead contractor for the EDP, the Contractor's experience in providing eviction prevention and eviction defense services to City residents, and need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City, including for the large number of in process unlawful detainer cases for which the Contractor was representing City residents; and

WHEREAS, on June 27, 2025, City Council and the Mayor approved an Amendment to the First Amended and Restated Agreement to (a) add an additional funds in the amount of Six Million Five Hundred Seventy-Nine Thousand Four Hundred Eighteen Dollars and Thirty-Five Cents (\$6,579,418.35) for a new contract total not to exceed Seventy-Five Million Eight Hundred Ninety-Nine Thousand Four Hundred Twenty-Seven Dollars and Fifty-Five Cents (\$75,899,427.55); and (b) extend the term of the Agreement to January 31, 2026, or until one or more new contracts are executed, whichever comes first (Council File Number 20-1084-S4); and

WHEREAS, the justification for the Amendment to the First Amended and Restated Agreement included the need for the uninterrupted continuation of eviction prevention and eviction defense related services across the City during the time in which a procurement process for new Eviction Defense Program Services contract(s) will be completed; and

WHEREAS, the City and the Contractor are desirous of further amending and restating the Agreement as authorized by the action of the Los Angeles City Council and the Mayor (Council File Number ~~##-####-##~~ adopted by City Council on ~~Month ##, 2025~~ and concurred by the Mayor on ~~Month ##, 2025~~), which authorizes the General Manager of LAHD to amend the Agreement for the purpose of: (a) adding additional House LA funds in the amount of **Eight Million Four Hundred Twenty-Eight Thousand Nine Hundred Sixty-Three Dollars (\$8,428,963)** for a new total of **Eighty-Four Million Three Hundred Twenty-Eight Thousand Three Hundred Ninety Dollars and Fifty-Five Cents (\$84,328,390.55)**, and (b) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement; and

WHEREAS, amending and restating the Agreement is justified, and a new competitive bidding process would be impractical and undesirable, under City Charter Section 371(e)(10), for the following reasons: (a) the Contractor's role as lead contractor for the EDP; (b) the Contractor's demonstrated experience in delivering eviction prevention and eviction defense services to City residents; and (d) the critical need to maintain the uninterrupted continuation of such services Citywide while a new competitive procurement process is underway, particularly in light of the growing demand to prevent tenant displacement and homelessness, and the large volume of active unlawful detainer cases in which the Contractor is currently representing City residents.

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

[Remainder of page left intentionally blank]

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit "A" and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

Tiena Johnson Hall, General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies to:

Anna Ortega, Assistant General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

B. The Contractor, represented by:

Silvia R. Argueta, Executive Director
Legal Aid Foundation of Los Angeles
1550 West 8th Street
Los Angeles, CA 90017
sargueta@lafla.org

With copies to:

Barbara Schultz, Director of Housing Justice
Legal Aid Foundation of Los Angeles
bschultz@lafla.org

§103 SERVICE OF NOTICES

- A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.
- B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 CONDITIONS PRECEDENT TO THE EXECUTION OF THIS AGREEMENT

Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.

- A. If the City has approved the advancement of CDBG funds to Contractor, advance payment requests shall comply with 2 CFR § 200.305.
- B. An Affirmative Action Plan in accordance with §503, herein.
- C. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
- D. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
- E. An Internal Revenue Service taxpayer identification number.
- F. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §502 herein below.
- G. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance in accordance with PSC – 28 of the Standard Provisions for City Contracts.
- H. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.
- I. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit "E" and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93.
- J. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit "F" and incorporated herein by reference.
- K. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
- L. Compliance with, and/or completion of, an Equal Benefits Ordinance Affidavit (in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3); a Disclosure Ordinance Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (in accordance with PSC – 33 of the Standard Provisions for City Contracts); a First Source Hiring Ordinance Affidavit (in accordance with PSC – 34 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.44 *et seq.*); and a Disclosure of Border Wall Contracting Ordinance Affidavit (in accordance with §510 of this Agreement and as set forth in Los Angeles Administrative Code §10.41 *et seq.* and the Los Angeles Administrative Code §10.50, respectively), all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of

cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

- B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
- C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.
- D. Board of Director's meeting minutes.

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

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

§107 DEFINITIONS

The definitions of words used in this Agreement are as follows:

- A. CBO Subcontractor: Subcontractor who will coordinate the Public Awareness Campaign (Task 1) and Education and Outreach (Task 2).
- B. Contractor: Legal service provider that will be responsible for the delivery of all tasks under §201 herein.
- C. Case Management: The process of addressing a client's needs through assessment, planning, monitoring, evaluating, and providing referrals as necessary to meet the client's service needs.
- D. COVID-19 Impacted: Any tenant who has a loss of income related to COVID-19 or faces displacement is considered COVID-impacted.
- E. Eligible Tenant: A renter of any type of residential rental property that resides in the City of Los Angeles, has a household income of 80% of the Area Median Income (AMI) or less, and the household has been, or will be, COVID-19 Impacted. Receipt of any needs-based public benefits automatically qualifies a tenant to services. Such benefits include, but are not limited to: Medi-Cal, CalFRESH, CalWORKs, General Assistance (GA)/General Relief (GR), Supplemental Security Income (SSI)/State Supplementary Payment (SSP), Tribal Temporary Assistance for Needy Families (TANF), In-Home Supportive Services (IHHS), and the Cash Assistance Program for Immigrants (CAPI).
- F. Household: persons who live together, are related by blood, marriage, registered domestic partnership or adoption, and share a legal obligation of support. In determining the members of the household, legal staff shall consider all of the following factors: living arrangements, familial relationships, legal responsibility (e.g. potential client is claimed on a household member's income tax), and financial responsibility. If one of these factors is not satisfied, the potential client is considered his/her own household. **Only one household per housing unit**

may receive legal services under this contract for the same UD or rental assistance for the same months.

- G. Intake, Assessment, & Referral: Process to determine an individual's Program eligibility for Legal Services, service needs, and/or to ascertain the urgency of their service needs to take any necessary, immediate action and/or to make appropriate referrals, which may be done by the Contractor during any applicable Task under §201 herein.
- H. FamilySource Center: The FamilySource System is comprised of a network of sixteen (16) one-stop community centers in the City of Los Angeles, known as FamilySource Centers (FSCs). FSCs are located in high need areas of the City and provide a myriad of braided social, educational, work and family support services designed to assist low-income families to become more self-sufficient by increasing family income and academic achievement for youth and adults.
- I. Full Scope Legal Representation: Comprehensive Legal Services provided by the Contractor or subcontractors to assist Eligible Tenants in resolving an Unlawful Detainer lawsuit or other legal process that may lead to the displacement of a tenant.
- J. Legal Clinic: As an event where outreach staff may provide a very short review of pertinent Know Your Rights information and then participants meet with a legal advocate to receive personalized advice and, potentially, preparation of pro per legal documents.
- K. Legal Service Provider (LSP): Law firms that will provide legal assistance staffed by an attorney, paralegal, legal assistant, or other legal staff. Contractor and LSP subcontractors fit within this category.
- L. Limited Scope Legal Representation: Limited Legal Services available to Eligible Tenants at tenant clinics or elsewhere, which includes, but is not limited to: legal consultation/advice, assistance with filing or completing forms in proper, and/or referrals. It does not include Tenant Education or Full Scope Legal Representation.
- M. Program: City of Los Angeles' COVID-Response Eviction Defense Program (EDP).
- N. Rental Assistance Subcontractor: Subcontractor who may administer the Rental Assistance portion of the Program (Task 5).
- O. Subcontractors: Entities hired by the Contractor or CBO Subcontractor to deliver specific components or tasks outlined in this Scope of Work.
- P. Tenant Education: Information that is general in nature, and not specifically related to an Eligible Tenant's case. Tenant Education may be provided by Contractor and all Subcontractors.
- Q. Tenant Stability Advisor (TSA): An employee of the FamilySource Centers. The TSA will serve as a liaison between the tenant and FSC staff to maintain housing stability for the tenant.
- R. Workshop: An event where outreach staff present relevant Know-Your-Rights (KYR) information to participants and assist participants in signing up for a legal referral on the partnering Stay Housed website, if they choose to do so.
- S. Wraparound Services: Services which address the various needs of a client to ensure a holistic approach with the intent to provide tenant stability.

2. TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from **April 26, 2021 to January 31, 2026**, or until one or more new contracts are executed, whichever comes first, subject to Contractor performance, compliance with required reporting,

inspection and audit rights, available funding, and all other provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

The Contractor, working with LAHD, shall serve as the lead agency and manage a consortium of partners with whom Contractor shall enter into subcontract agreements, which will include this contract as an attachment.

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

§203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

§204 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES

- A. This program is eligible under 24 CFR 570 *et seq.* as follows (indicate all appropriate letters and sub-numbers, project may be eligible under several criteria):

201 (a-q) <u> e </u>	204 (a) <u> </u>
202 (a-c) <u> </u>	205 (a) <u> </u>
203 (a-c) <u> </u>	206 (a-h) <u> </u>

- B. All programs funded with CDBG funds must meet one of three national objectives. This project meets the following national objective (check only one):

1. X Activities benefiting very low and low income persons under 24 CFR 570.208 (a)

a. Area-wide benefit project affecting percent very low and low income persons as indicated in the 2010 census.

b. X Limited-Clientele activities: 570.208(a)(2): A ; B X ; C ; D

c. Housing activities

d. Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low income persons.

2. Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).

a. Activity is located in a slum or blighted area, which has been (check one):

_____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b)(1), prevention or elimination of slums or blight.)

- b. _____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.
 - c. _____ Activity will address slum or blight in an urban renewal/ redevelopment area.
 - 3. _____ Activities designed to meet community development needs having a particular urgency, under 24 CFR 570.208 (c).
- C. Contractor, during the Term, shall not perform services, or otherwise engage in any activities, that are not consistent with the national objective and project eligibility. Should the City determine that Contractor has performed services or otherwise engaged in activities not in furtherance of the national objective and/or project eligibility, then the City may disallow payment for such services/activities, terminate this Agreement and/or take any other actions as authorized herein.

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed **Eighty-Four Million Three Hundred Twenty-Eight Thousand Three Hundred Ninety Dollars and Fifty-Five Cents (\$84,328,390.55)**, for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG) funds, the City's General Funds, the Emergency Rental Assistance Program (ERAP) funds, the SB 2 Permanent Local Housing Allocation (PLHA) funds, the American Rescue Plan Act of 2021 (P.L. 117-2) for the Home Investment Partnerships Program (HOME-ARP), and the United to House LA (Measure ULA) funds, and shall be expended in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein. With respect to eligibility requirements and legal services provided in Exhibit G (as amended), Scope of Work, under the sections entitled: a) 'Stayed Housed LA CD-10 and CD-11', as to the use of the \$500,000 authorized specifically for outreach in CD 10 (Council File Number 20-0600-S83) and the \$253,000 authorized specifically for outreach in CD 11 (Council File Number 22 0414 and 22-0414- S1), such items funded by the City's General Fund and b) 'Task 8: United to House LA (Measure ULA) Eviction Defense/Prevention and Tenant Outreach and Education,' as to the use of the \$29,658,596 authorized specifically for the City's Homelessness Prevention Programs of Eviction Defense/Prevention and Tenant Outreach and Education (Council File Number 23-0038), such items funded by Measure ULA funds, the Contractor shall not be subject to Community Development Block Grant-CV or HOME-ARP funding requirements. Disbursement of HOME-ARP funds may not be requested until the HOME-ARP funds are needed for reimbursement of eligible costs.
2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
3. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.
4. Contractor shall invoice LAHD on the 20th calendar day of the month following the month of service only for providing the tasks, deliverables, goods, services, and other work specified in this Agreement. Contractor shall prepare invoices, which shall include the charges owed to Contractor under the terms of this Agreement. LAHD will provide Contractor with a sample invoice to serve as a template.

5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
6. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it shall comply with all contract and regulatory requirements for safeguarding advance funds including 2 CFR § 200.305. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of funds for this program. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of any funds identified in section 301.A above.

C. Payment to the Contractor

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

D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.

E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.

F. Indirect Costs: Payment for indirect costs, if any, shall be released in accordance with instructions stated in the Federal Cognizant Agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and the provisions of 2 C.F.R. Part 200, which provisions supersede the Office of Management and Budget (OMB) circulars.

G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

- I. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.
- K. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.475.
- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

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

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

- A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, and set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with GAAP.
 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- B. The following costs, among others, are specifically disallowed:
1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 3. Contributions and donations.
 4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
 5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
 6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
 9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
 10. Insurance policies offering protection against debts established by the federal government.
 11. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
 12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
 13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.
- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

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

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 AMERICANS WITH DISABILITIES ACT

In implementing this Agreement, Contractor represents and certifies that it will:

- A. 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. Not discriminate in the provision of its programs, services or activities 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. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, 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 the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

§502 INSURANCE

A. General Conditions

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply™** at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the Term 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, City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §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 such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.
- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.
- E. Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

§504 CONFLICT OF INTEREST

- A. No City-funded Employees as Board Members

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

- B. Code of Conduct

- 1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in HCID Directive Number FY 12-0001. The Code shall be submitted to the City for approval prior to execution of this Agreement.

2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq.*) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
 - a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 - c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.
9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.

10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
11. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor."
13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. OMB Circulars

Contractor shall comply with the provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Records Inspection

- a. At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State, through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to comply, as applicable, with the provisions of California Labor Code section 1720 *et seq.* and any implementing regulations of the State of California Department of Industrial Relations related to the payment of prevailing wages on public works projects and California Civil Code section 9550 related to payment bonds for public works contracts in excess of \$25,000. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1770-1780.
- d. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- e. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- f. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- g. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

- c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
 - i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
 - j. The requirements of any other nondiscrimination statute(s) which may apply to the application.
 - k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 - l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
 - m. The Americans with Disabilities Act 42 U.S.C. §12101 *et seq.* and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L. 110-325 and all subsequent amendments.
 - n. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.
7. Environmental
- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 - b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1368).
 - c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 *et seq.*).

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §8102, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

11. Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et. seq.*)

- 12. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq.*) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

- 13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

14. Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with grant funds made available under this Agreement shall be American made.
15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200, which provisions supersede the OMB Circulars.
16. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.
17. Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable to This Grant Agreement:

Contractor shall comply with the following statutes and regulations as applicable:

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.
2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.
3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
4. Federal Acquisition Regulation, 48 CFR, Part 31.
5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
6. The grant agreement between the City and the State of California Department of Community Services and Development including its general terms and conditions which are hereby incorporated by reference.
7. The Community Services Block Grant Act, 42 U.S.C. §9901 *et seq.*, and 45 Code of Federal Regulations (CFR) Part 96.
8. The California Community Services Block Grant Program, Government Code §12725 *et seq.*, and Title 22, California Code of Regulations (CCR), §100601 *et seq.*
9. Sweat-free Code of Conduct:

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

10. State Nondiscrimination Clause:

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

11. Traveling Expenses:

Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

12. National Labor Relations Board Certification:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

13. Contractors for Legal Services \$50,000.00 or more – Pro Bono Requirement:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

14. Expatriate Corporations:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing

or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

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

§508 COMPLIANCE WITH CURRENT APPLICABLE SAFETY PROTOCOLS AND LAWS

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

§509 OTHER FEDERAL REQUIREMENTS (HOME-ARP ASSISTED ACTIVITIES)

- A. Nondiscrimination, affirmative marketing, and minority outreach program requirements. The requirements of 24 CFR 92.350 and 24 CFR 92.351 shall apply to all HOME-ARP activities, including Supportive Services activities.
- B. Environmental review requirements and labor standards. The requirements of 24 CFR 92.352 and 24 CFR 92.354 shall apply to all eligible HOME-ARP activities, including Supportive Services activities.
- C. Lead-based paint requirements. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Action of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R apply to HOMEARP assisted activities.
- D. Conflicts of interest requirements. The requirements of 24 CFR 92.356 shall apply to the Contractor engaging in any HOME-ARP activities. The following alternative requirements shall apply to the Contractor engaging in any HOME-ARP activities.
 - 1. Written Standards of Conduct. Contractor must maintain written standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements under the HOME-ARP Notice and 2 CFR 200.318. Contractor must maintain written standards of conduct that also provide for internal controls and procedures to ensure a fair and open selection process for awarding HOME-ARP funds pursuant to the HOME-ARP Notice. These standards must include provisions on if and how Continuum of Care board members may participate in and/or influence discussions or resulting decisions concerning the competition or selection of an award or other financial benefits made pursuant to the HOME-ARP Notice, including internal controls on when funds may be awarded to the organization that the member represents.
 - 2. Organizational Conflicts of Interest. The provision of any type or amount of HOME-ARP Tenant-Based Rental Assistance (TBRA) or Supportive Services may not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the Contractor, or a parent, affiliate, or subsidiary of the Contractor. Contractor may not, with respect to individuals or families occupying housing owned by the Contractor, or any parent, affiliate, or subsidiary of the Contractor, administer financial assistance that includes rental payments, utility deposits, security deposits, and/or first and

last month's rent pursuant to the HOME-ARP Notice. All sub-contractors of the Contractor must comply with the same requirements that apply to the Contractor under this section.

- E. Regulations on consultant activities. The requirements of 24 CFR 92.358 shall apply to HOME-ARP assisted activities.
- F. Violence Against Women Act Requirements. The requirements of 24 CFR 92.359 shall apply to HOME-ARP assisted activities.
- G. Section 3 Economic Opportunities for Low- and Very Low-Income Persons. Section 3 requirements established at 24 CFR Part 75 apply to HOME-ARP assisted projects.

§510 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting. The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§511 CITY'S ADDITIONAL REMEDIES

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

§512 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.

§513 WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 herein. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 - 1. Monthly Fiscal Report

- a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
- b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
- c. Program Data and Narrative Report- Due on or before the last day of the month. Contractor shall input program productivity and demographic data into Microsoft PowerBI and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests. **Please refer to Exhibit G, §2.B. #8 City Reporting Requirements.**

2. Closeout Report

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

§602 MAINTENANCE OF RECORDS

- A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records.
- B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/APPLICANT FILES

Contractor shall verify and certify eligibility and maintain on-site in each customer's file all eligibility documents.

§604 EQUIPMENT RECORDS

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

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

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

- B. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

A. Lease of Equipment

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

B. Purchase of Equipment

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

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

1. Property shall be used solely in the performance of this Agreement.
 2. No modifications shall be made to the property without the prior written approval of City.
 3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.
 - D. Lease of Property or Facilities
 1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.

- b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
 - c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.
 - d. Contractor shall amend any current lease agreements to incorporate the above provisions.
- 2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.
 - 3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
 - 4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

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

§607 DOCUMENTATION OF EXPENDITURES

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

§608 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
 - 1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LAHD, and/or.
 - 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.

- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.
- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

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

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES--PUBLIC INFORMATION

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

§615 NOTICE TO CITY OF LABOR DISPUTES

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

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

§619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

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

§620 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

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

improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

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

§622 PROHIBITION AGAINST DUPLICATION OF BENEFITS

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

§623 HOME-ARP REQUIREMENTS

- A. Compliance with HOME-ARP Notice and the requirements in 24 CFR part 92, as revised by the HOME-ARP Appendix apply to the HOME-ARP. The HOME-ARP Notice and Appendix are available on the HUD Exchange website, and incorporated herein by reference, at <https://www.hudexchange.info/resource/6479/notice-cpd-2110-requirementsfor-the-use-of-funds-in-the-home-arp-program/>.

HOME-ARP funds may not be committed after the end of the HOME-ARP budget period. HOME-ARP funds must be used in accordance with the requirements in 24 CFR 92.213(a)-(c). HOME-ARP may not be used for any of the prohibited activities, costs or fees in 24 CFR 92.214, as revised by the HOME-ARP Appendix to the HOME-ARP Notice.

Contractor shall carry out each activity in compliance with HOME-ARP Notice and/or Appendix and all Federal laws and regulations described in subpart H of 24 CFR part 92.

Contractor shall comply with the applicable affirmative marketing requirements and/or responsibilities as set forth in applicable federal fair housing laws, 24 CFR 92.351, and the City's affirmative marketing policy.

Upon the expiration of the Agreement, Contractor must transfer to the City any HOME-ARP funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME-ARP funds.

In addition to the remedies for breach of the provisions provided in this Agreement, in accordance with 2 CFR 200.338, suspension or termination may occur if the Contractor materially fails to comply with any term of the Agreement. The City may permit the Agreement to be terminated in whole or in part in accordance with 2 CFR 200.339.

Program Income must be remitted to the City or retained by the Contractor for additional eligible activities, at the election and sole discretion of the City.

Contractor is prohibited from charging servicing, origination, or other fees for the costs of administering the HOME-ARP program, except as permitted by 24 CFR 92.214, as revised by the HOME-ARP Appendix.

- B. Tenant-Based Rental Assistance (TBRA). Only individuals and families in the qualifying populations are eligible to receive HOME-ARP assistance.
1. Contractor must select qualifying households for HOME-ARP TBRA in accordance with written tenant selection policies and criteria that are based on local housing needs established in the City's approved HOME-ARP allocation plan. The written tenant selection policies and criteria must contain the following:

- a. Limit eligibility to households that meet one of the HOME-ARP qualifying populations definitions in accordance with HOME-ARP requirements. Preferences for households in one or more of the HOME-ARP qualifying populations, if any, must comply with the preferences and/or method of prioritization in the City's approved HOME-ARP allocation plan and the City's policies and procedures for applying such preferences, if any, and must not violate nondiscrimination requirements in 24 CFR 92.350.
 - i. If HOME-ARP TBRA applicants are selected off a waiting list, Contractor must provide for the selection of qualifying households from a written waiting list in accordance with the City's preferences or method of prioritization in the chronological order of their application, insofar as is practicable.
 - ii. Give prompt written notification to any rejected applicant of the grounds for any rejection, and
 - iii. Comply with the Violence Against Women Act (VAWA) requirements as described in 24 CFR 92.359.
 2. Tenant Protections. Contractor must require and verify that there is an executed lease between the qualifying household that receives HOME-ARP TBRA and the owner of the rental unit.
 3. Eligible Costs. Eligible costs under HOME-ARP TBRA include rental assistance, security deposit payments, and utility deposit assistance to qualifying households.
 4. Ineligible Costs. HOME-ARP TBRA may not be used to pay for the homebuyer program as defined at 24 CFR 92.209(c)(2)(iv).
 5. Rent Standard. Consistent with 24 CFR 92.209(h)(3), Contractor must comply with the City's established rent standard for HOME-ARP TBRA by unit size that is based upon local market conditions or the section 8 Housing Choice Voucher program under 24 CFR part 982. Contractor must comply with the City's determination as to whether the rent for a HOME-ARP TBRA household complies with the rent standard established by the City for the HOME-ARP program and must disapprove a lease if the rent does not meet the City's rent standard for HOME-ARP TBRA.
 6. Housing Quality Standards. Housing occupied by a household receiving HOME-ARP TBRA must comply with all housing quality standards required in 24 CFR 982.401 (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME or HOME-ARP unit, in which case the City may defer to initial and ongoing inspection standards.
- C. Supportive Services. Supportive services include: a) services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act ("McKinney-Vento Supportive Services") (42 U.S.C. 11360(29)); b) homelessness prevention services, as adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and as revised, supplemented, and streamlined in Section VI.D.4.c.i and as described in Section VI.D.3. and D.4 of the HOME-ARP Notice; and c) housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.
1. Eligible Program Participants. Supportive services may be provided to individuals and families who meet the definition of a qualifying population under Section IV.A of the HOME-ARP Notice and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under the HOME-ARP Notice in accordance with policies and procedures developed by the City.
 2. Client Selection. HOME-ARP funds may only be used to provide supportive services to individuals or families that meet the definition of a qualifying population in Section IV.A of the HOME-ARP Notice.

Contractor must comply with the City's policies and procedures for the selection of program participants for services under the HOME-ARP Notice and in compliance with the HOME-ARP Notice.

3. In accordance with 24 CFR 214.300(a)(2), housing counselors must establish an action plan for each participating qualifying individual or family. Additionally, as per 24 CFR 214.300(c), housing counselors must also make reasonable efforts to have follow-up communications with participating qualifying individuals, when possible, to assure that the individual or family is progressing toward the housing goal established in the plan, to modify or terminate housing counseling, and to learn and report outcomes.
4. All supportive service costs paid for by HOME-ARP must comply with the requirements of the HOME-ARP Notice, including requirements in 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable. If a qualifying household is already receiving the same eligible supportive service or has been approved to receive the same service through another program or provider, the program participant does not have a need for the HOME-ARP service and the costs related to the service do not comply with the Cost Principles.
5. Termination of Assistance. Contractor and/or the City may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by Contractor and/or the City.
 - (a) Due Process. Contractor must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, Contractor must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
 - (1) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
 - (2) Written notice to the program participant containing a clear statement of the reasons for termination;
 - (3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - (4) Prompt written notice of the final decision to the program participant.

During this process, Contractor must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, Contractor must provide meaningful access to persons with limited English proficient (LEP).

D. Records and Reports. Any and all records evidencing the use of HOME-ARP funds.

1. A full description of each project assisted with HOME-ARP funds, including the location (address of project), form of HOME-ARP assistance, and the units, families, or qualifying households assisted with HOME-ARP funds, subject to confidentiality requirements in the HOME-ARP Notice.
2. Records demonstrating that each qualifying household is eligible for HOME-ARP assistance based on the requirements of the ARP and Section IV of the HOME-ARP Notice.
3. If HOME-ARP funds are used for TBRA, records supporting the Contractor's written selection policies and criteria; supporting documentation for preferences for specific categories of qualifying individuals; and records supporting the rent standard and minimum tenant contribution established in accordance with Section VI.C.7 and 8 of the HOME-ARP Notice.
 - a) Records (e.g., inspection reports) demonstrating that each unit occupied by a qualifying household receiving HOME-ARP TBRA, meets the housing quality standards of Section VI.C.9 of the HOME-ARP Notice at initial occupancy and throughout the household's term of assistance.

- b) Records demonstrating that each household qualifying as “at risk of homelessness,” records that meet the requirements in 24 CFR 576.500(c)(1) or (2), as applicable, and include the following documentation of annual income:
 - i. Income evaluation form containing the minimum requirements specified by HUD and completed by the Contractor; and
 - ii. Source documents for the assets held by the household and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
 - iii. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the household received over the most recent period for which representative data is available; or
 - iv. To the extent that source documents and third-party verification are unobtainable, the written certification by the household of the amount of income the household received for the most recent period representative of the income that the household is reasonably expected to receive over the 3-month period following the evaluation.
4. Records demonstrating that for each HOME-ARP rental housing unit or for each household receiving HOME-ARP TBRA, compliance with the tenant protection requirements of Sections VI.B.19 and VI.C.2, respectively, of the HOME-ARP Notice.
5. For HOME-ARP TBRA projects, records must be retained for five years after the period of rental assistance terminates.
6. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later. 6.
- E. Confidentiality. Contractor must develop, implement, and maintain written procedures that require that all records containing personally identifying information of any individual or family who applies for and/or receives HOMEARP assistance will be kept secure and confidential.
- F. Applicability of Uniform Administrative Requirements. The requirements of 2 CFR 92.505, as revised by the HOME-ARP Appendix, apply to the use of HOME-ARP funds, except HUD waives 24 CFR 92.505 to the extent that it conflicts with the following:

The requirements of 2 CFR part 200, as amended, apply to Contractor receiving HOME-ARP funds, except for the following provisions: 2 CFR 200.306, 200.307, 200.311 (except as provided in 24 CFR 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c) and the HOME-ARP Notice. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, as revised by the HOMEARP Notice, the definitions in 24 CFR part 92, as revised by the HOME-ARP Notice, govern. Moreover, if there is a conflict between the provisions of 2 CFR part 200 and the provisions of the HOME-ARP Notice, the provisions of the HOME-ARP Notice govern.

Where regulations in 24 CFR part 92 refer to specific regulations of 2 CFR part 200 that were or are renumbered or revised by amendments to 2 CFR part 200, the requirements that apply to the use of HOME-ARP funds are the applicable requirements in 2 CFR part 200, as amended, notwithstanding the renumbered regulatory reference.
- G. Program Income. Program Income means gross income received by the Contractor directly generated from the use of HOME-ARP funds. When program income is generated by housing or shelter that is only partially assisted with HOME-ARP funds, the income shall be prorated to reflect the percentage of HOME-ARP funds used. Program Income includes, but is not limited to, principal and interest payments from a loan made with

HOME-ARP funds, or other income or fees received from project owners in connection with HOMEARP funds, interest earned by the Contractor on program income before its disposition.

§624 BUILD AMERICA, BUY AMERICA ACT

Pursuant to §70914 of the Build America, Buy America Act (the Act) incorporation of the Buy America preference as to Iron, Steel, Manufactured Products and Construction Materials must be incorporated in the terms and conditions of each award of federal funding with an infrastructure project. Pursuant to the implementation memo M-22-11 from the Executive Office of the President, Office of Management and Budget dated April 18, 2022, the definition of “infrastructure” per the Infrastructure Investment and Jobs Act (IIJA) which includes the Act, encompasses “public infrastructure projects”. Memo M-22-11 further provides “[p]rojects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project.” Because the CDBG funding for the City’s Handyworker, Lead Remediation, Lead Technical Services, and Urgent Repair Programs, are used for the improvement (i.e. repair and lead remediation) of private homes for personal use, not open the public, the funds will not be used for “infrastructure” within the meaning of the Act. Therefore, the Buy America preference does not apply to the awards for the aforementioned programs.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

§701 SUBCONTRACT AND PROCUREMENT PROCEDURES

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

8. REMEDIES

§801 DEFAULTS

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

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City’s reallocation policy.

- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

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

§803 SUSPENSION OF THE AGREEMENT

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

§804 TERMINATION OF AGREEMENT

- A. Funding for this Agreement is subject to the continuing availability of funds for the program(s) identified herein. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of any funds identified in section 301.A above.
- B. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- C. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- D. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- E. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- F. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- G. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.

- H. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- I. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- J. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- K. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 505(A)(2), 602, 604 and 608.

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

§904 COUNTERPARTS AND ELECTRONIC SIGNATURES

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

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes forty (40) pages and eleven (11) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) website.

[Signatures begin on next page.]

10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

Executed this ____ day of _____, 2025

HYDEE FELDSTEIN SOTO, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

Date: _____

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By: _____
Luz C. Santiago
Assistant General Manager

By: _____
Deputy City Clerk

Executed this ____ day of _____, 2025

Date: _____

For: Legal Aid Foundation of Los Angeles, a California nonprofit corporation

By: _____
Silvia Arqueta
Executive Director

CFDA Numbers: CDBG – 14.218; HOME - 14.239
Unique Entity Identification Number: PA3DKB9K3YA3
City Tax Registration Certificate Number: 0000017314-0001-2
Internal Revenue Service ID Number: 95-1684067
Council File Number: ##-####-##; Date of Approval: Month ##, 2025
Said Agreement is Number C-138260 of City Contracts

EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate

whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from 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 B hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Attachment 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 Attachment 1 hereto. Attachment 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 City's Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, 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 # C-138260. 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.

ATTACHMENT 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.

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

Name: Legal Aid Foundation of Los Angeles

Date: 09/09/2020

Agreement/Reference: Eviction Defense Program (EDP) 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
1,000,000
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 \$1,000,000
☐ 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 any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

EXHIBIT B
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME:	Darren Lay
CITY AGENCY:	Los Angeles Housing Dept.
ADDRESS:	1910 W Sunset Blvd, 3rd Flr Los Angeles, CA 90026
EMAIL:	darren.lay@lacity.org

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

(Rev. 05/18)

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(English\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(Spanish\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf)). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG

Rev. 05/24

AGREEMENT NUMBER: C-138260

Legal Aid Foundation of Los Angeles
CONTRACTOR/BORROWER/AGENCY

Silvia Arqueta, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: C-138260

Legal Aid Foundation of Los Angeles
CONTRACTOR/BORROWER/AGENCY

Silvia Arqueta, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D (cont.)

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER C-138260

Legal Aid Foundation of Los Angeles

CONTRACTOR/BORROWER/AGENCY

Silvia Arqueta, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F
MANAGEMENT REPRESENTATION STATEMENT

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

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

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

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

True ☐ False ☐
4. Except as recorded or disclosed to you herein, I know of no instances of:
 - a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

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

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

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

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

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

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

True ☐ False ☐

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
True ☐ False ☐
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
True ☐ False ☐
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
True ☐ False ☐
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
True ☐ False ☐
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
True ☐ False ☐
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
True ☐ False ☐
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.
True ☐ False ☐

Use this space to provide any additional information:

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

AGREEMENT NUMBER C-138260

Legal Aid Foundation of Los Angeles
CONTRACTOR/BORROWER/AGENCY

Silvia Arqueta, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT G
SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

The Contractor, working with LAHD, shall serve as the lead agency and manage a consortium of partners with whom Contractor shall enter into subcontract agreements, which will include this contract as an attachment.

Contractor, together with subcontractors shall provide the services and carry out the following tasks.

Notice CPD-21-10 and HOME-ARP Appendix for Waivers and Alternative Requirements For Implementation of the HOME American Rescue Plan (HOME-ARP) Program established requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021(ARP) for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

Task 1: Public Awareness Campaign

The Contractor shall conduct a citywide multilingual public awareness campaign to educate residential tenants about their rights and responsibilities under the laws of the City of Los Angeles, the County of Los Angeles, the State of California, and the Federal government. Contractor shall also educate tenants on the resources and services available to them under the City's COVID-19 Emergency Eviction Defense Program (EDP). The public awareness campaign is intended to be broadly accessible to all tenants and communities in the City of LA, regardless of immigration status, technical literacy, language skills, and/or access to the digital hardware necessary to access online information. The public awareness campaign will support virtual Know-Your-Rights (KYR) education as well as tenant outreach efforts outlined in Task 2.

The Contractor shall subcontract with strategic communications experts to complete all aspects of the public awareness campaign, including but not limited to:

A. Advertising

1. Digital advertisements

Contractor shall utilize digital advertisements on major social media platforms to educate tenants on their rights and the services available to them through this program. This includes:

- i. Determine advertisement placement
- ii. Develop advertisement
- iii. Facilitate advertising purchasing
- iv. Assess reach of advertising placements
- v. Adapt digital marketing implementation every week

The Contractor shall work with LAHD to develop a coordinated strategy for targeting digital advertisements. All advertisements and content shall be approved by LAHD prior to the release and/or deployment of advertisements.

2. Print Advertisements

Print advertisements shall be produced with input and approval by LAHD. The Contractor shall determine the appropriate asset, language, and placement for each community in coordination with LAHD. Print advertisements may include fliers, postcards, mailers, banners, or other appropriate assets.

LAHD shall approve any print advertisements prior to release.

B. Earned Media

1. The Contractor shall develop and execute a media engagement plan. The plan shall include a calendar for earned media, which will be updated on an ongoing basis as news hooks present themselves. Earned

media outreach shall include pitching media placements about tenant protections and services provided by the program at major print, television, and radio outlets, housing specific publications, hyperlocal media, and non-English outlets.

2. Earned media strategy shall secure at least ten media placements.

The Contractor shall coordinate with LAHD on the earned media strategy and approach.

C. Website and Graphic Design

1. Website

The Contractor shall develop and manage a multilingual, ADA accessible website that centralizes information on tenant rights and resources pertinent to tenants across the City of Los Angeles. The website shall include, but not be limited to the following information:

- i. Executive orders and emergency protections enacted by the City of Los Angeles due to the COVID-19 emergency.
- ii. Information on LA City's Rent Stabilization Ordinance (RSO), resources offered by the Housing and Community Investment Department (LAHD), and other relevant tenant rights information for LA City tenants. Relevant County, State, and Federal tenant protections shall also be made available.
- iii. Archive of digital materials and resources, such as fact-sheets, letter/notice templates, FAQs, and other materials as necessary.
- iv. Contact information and links for the Contractor and consortium of partners, LAHD programs, including programs under the Rent Stabilization Ordinance (RSO), and Family Source Centers (FSCs).
- v. Links to key City and County departments that offer wrap-around and supportive services, as provided by LAHD.
- vi. The website shall include photos, graphic design elements, and relevant City of Los Angeles logos. The website design shall be aligned with any digital and print advertising.

2. Graphic Design

The Contractor shall use a graphic designer to produce at least six different visual assets for use on the program website, advertisements, and other collateral. The Contractor shall ensure a consistent visual identity with the existing Stay Housed LA brand and existing City of Los Angeles RSO brand materials. The Contractor shall work with the City to ensure the public awareness campaign's materials, literature, website, and general messaging conform to City approved standards. The Contractor shall submit to the City for written approval of written materials and visual assets.

D. Communication Strategy

1. The Contractor shall use strategic communication consultants to manage and implement the Public Awareness Campaign, which includes:
 - i. Coordinate with the Contractor and consortium of partners to implement the Public Awareness Campaign
 - ii. Coordinate with the digital advertiser, website developer, and graphic designer to implement the campaign.
 - iii. Ensure campaign messaging, website, and literature conform to City's approved standards. The Contractor shall ensure materials are submitted to the City for written approval.
 - iv. Ensure all public awareness materials are ADA accessible and information is provided in multiple languages.

Task 2: Education & Outreach

The Contractor shall leverage LAHD's educational campaign by performing "Know Your Rights" educational workshops and conducting coordinated outreach campaigns, to reach residents citywide.

Contractor shall conduct targeted outreach to properties, identified by LAHD or subcontractors, with a high number of tenant complaints and code enforcement issues. LAHD must be provided notification at least three days before Contractor outreaches to a specific property in-person, as outlined above.

The Contractor shall conduct the following outreach and education activities:

A. Outreach

The Contractor shall deliver culturally competent, multilingual, ADA accessible, tenant outreach activities citywide as well as in high-need areas in the City to inform and educate tenants on rights and services related to this program. Outreach activities include but are not limited to:

- a. Phone and text banking
- b. Flier distribution to major essential businesses, included but not limited to grocery stores, hardware stores, pharmacies, medical facilities, foodbanks, and locations where homeless services are provided.
- c. Mail fliers or postcards to low-income households in targeted buildings or blocks.
- d. Door to door outreach to low-income households in targeted buildings or blocks.

Contractor may modify the type of outreach conducted as public health guidance changes due to COVID-19.

Outreach may result in the submission of any applicable complaints related to the City's Rent Stabilization Ordinance (RSO) housing, Code Enforcement, harassment, and/or fair housing issues or referrals to the FSCs. Complaint resolution procedures are to be followed in accordance with the entity that receives the referral.

The Contractor shall work with LAHD to identify specific high-need neighborhoods and populations for targeted outreach and education.

Outreach and education staff shall meet the above deliverables by implementing a coordinated Stay Housed City of Los Angeles program, in partnership with City of Los Angeles and all Stay Housed partners. Contractor shall refer tenants to EDP legal service providers via the Stay Housed website to receive emergency rental assistance, pre-eviction services, legal representation/consultation or any other legally related issue. Outreach staff shall refer residents to one of the eight designated FamilySource Centers (FSCs) if the tenant is interested in or needs additional rental assistance or services to ensure housing stability.

Outreach staff will be trained in conducting ADA accessible outreach, including phone and text banking.

B. Education

The Contractor shall meet the following deliverables for a one-year contract term:

- Host at least 50 tenant workshops or, in coordination with Legal Service Providers, legal clinics (at least five per organization)
- Co-host at least 30 workshops or, in coordination with Legal Service Providers (LSPs), legal clinics with a City entity or other non-profit (at least three per organization)

Workshops, clinics, and all other education events shall be delivered virtually until it is safe to resume in-person gatherings. Virtual education events may be delivered on social media. Workshops shall be conducted in multiple languages and ADA accessible as necessary. Attendees shall receive up-to-date information on tenant rights and services available through the EDP. Contractors with the approval of LAHD may modify the format, number, and strategy for workshops and clinics they provide as public health guidance and public policy changes. Contractor shall refer to EDP legal service providers to receive emergency rental assistance, legal representation/consultation or any other legally related services.

To host a workshop or clinic, Contractor shall:

- Conduct outreach to prospective tenant attendees
- Follow-up with tenants who have RSVP'd to confirm participation
- Coordinate logistics
- Provide interpretation, translation, and/or accessibility accommodations as needed
- Prepare materials
- Collaborate with City or community co-hosting organization
- Facilitate the educational event
- Collect attendance
- Conduct surveys (as appropriate)

Educational activities may result in the submission of any applicable complaints related to the City's Rent Stabilization Ordinance (RSO) housing, Code Enforcement, harassment, and/or fair housing issues or referrals to the FSCs. Complaint resolution procedures are to be followed in accordance with the entity that receives the referral.

C. Coordination and Project Management

The Contractor shall coordinate all outreach and education and coordinate day-to-day activities. The Contractor shall ensure frequent communication and ongoing coordination between communication strategists, community-based organizations, legal service providers, and LAHD.

Education and Outreach may result in the submission of any applicable complaints related to the City's Rent Stabilization Ordinance (RSO) housing, Code Enforcement, harassment, and/or fair housing issues or referrals to the FSCs. Complaint resolution procedures are to be followed in accordance with the entity that receives the referral.

Task 3: Emergency Legal Assistance

The Contractor is to provide tenants two different scopes of legal services: Limited legal services and full-scope representation. Based on the housing needs of the tenant and the capacity of the LSPs, the Contractor shall determine the appropriate scope on a case-by-case basis. In addition, the Contractor is to conduct an Intake, Assessment and Referral to determine whether the tenant household is an Eligible Tenant for purposes of this Program.

As part of the intake process, the Contractor shall assess the tenant's housing needs for appropriate referrals to supportive services.

1. Limited Legal Services

Limited legal services may be provided within clinics, via hotlines or by direct appointments. The Contractor shall provide one-on-one consultations with tenants via phone or videoconference, or in person when it's safe to do so.

Limited legal service may include, but is not limited to:

- Preparing and submitting a formal response to a notice of termination of tenancy on behalf of a tenant in pro per;
- Preparing and submitting a formal response to an unlawful detainer filing on behalf of a tenant in pro per;
- Assisting with the preparation and submission of an unlawful detainer filing fee waiver application in pro per;
- Assistance completing COVID-related declarations;
- Responses to notices to terminate tenancy;
- Requests for reasonable accommodations;
- Assessment of need for emergency rental assistance, if needed;
- Any other limited scope legal service ordinarily provided by a legal service provider and reasonably related to preventing a tenant from eviction or displacement;
- Referrals to a FamilySource Center if the tenant is interested in or needs additional rental assistance or services to ensure housing stability;
- Determinations that the three-day notice is in violation of any applicable laws (including, but not limited to, the City's RSO, the Anti-Tenant Harassment Ordinance violation, or the Just Cause Eviction Ordinance) and refer any potential violations to LAHD so the department can open a case to investigate the complaint and issue a letter to the landlord to stop the eviction; and
- Referrals to LAHD to ensure tenants receive responses to their issues and they are navigated through the proper filing of complaints with the City Departments' Code Enforcement sections/units (LAHD, Los Angeles Department of Building & Safety, and/or other local government entities such as the Los Angeles County Department of Public Health), as well as help tenants receive assistance with any fair housing issues/violations by referring them to a fair housing organization.

2. Full Scope Representation, which may include, but is not limited to:

- Preparing and submitting a formal response to a notice of termination of tenancy on behalf of a tenant;

- Assessing tenants for rental assistance needs;
- Representing a tenant in mediation, negotiation, or other dispute resolution between a tenant and a landlord;
- Preparing and submitting a formal response to an unlawful detainer filing on behalf of a tenant;
- Assisting with the preparation and submission of an unlawful detainer filing fee waiver application;
- Conducting legal research, investigation, and/or document review to prepare for trial;
- Representing tenants at an unlawful detainer trial or settlement negotiations;
- Representing tenants in administrative proceedings which may result in the termination of a tenancy or the loss of a federal, state, or local rent subsidy;
- Providing additional and/or ongoing services after the formal conclusion of an eviction proceeding or trial to stabilize a tenant's housing, including but not limited to sealing eviction records; and
- Any other service ordinarily provided by the Contractor and reasonably related to preventing a tenant from eviction or disruptive displacement.

Task 4: Case Management

TSA staff will be assigned to each LSP. If an LSP believes a tenant will benefit from FSC services based on threshold questions created by the FSC, the LSP will refer the tenant to the FSC. The Contractor shall determine if there is a need to refer tenants to receive case management services from one of the eight (8) FamilySource Centers (FSCs) contracted for the COVID-Response EDP:

- All Peoples Community Center (Council District 9)
- Barrio Action Youth and Family Center (Council District 14)
- Central City Neighborhood Partners (Council District 1)
- El Centro de Ayuda (Council District 14)
- El Nido Family Centers – South LA (Council District 8)
- New Economics for Women – Van Nuys (Council District 6)
- P.F. Bresee Foundation (Council District 13)
- Volunteers of America Los Angeles (Council District 13)

The Contractor is to inform all tenants referred to a FSC that services are voluntary; however, should the tenant choose to enroll for services, they will be required to complete a FSC application and provide supporting documentation for eligibility determination and characteristic gathering. The Contractor shall maintain all necessary client confidentiality in accordance with the Agreement.

As part of this program design, the Contractor shall partner with a FSC Tenant Stability Advisor (TSA). The tenant is able to receive wraparound services if the tenant is receiving legal assistance from the Contractor or not. The TSA may provide wraparound services and temporary financial assistance to help stabilize the tenant's housing. When the tenant has to be relocated due to loss of a housing unit, the TSA also may use FSC rental assistance to pay for security deposits, move-in expenses, and/or housing navigation. Once housing has been stabilized, the TSA will provide case management services through a service-integrated financial coaching model. The TSA will conduct a comprehensive assessment for each tenant, which will include a financial health evaluation of the household's banking, credit, debt, and savings. Using this information, a housing stability plan will be developed in coordination with the household to ensure they are able to sustain themselves in their home. This plan will include overall goals with specific action steps, measurable objectives, and techniques used to achieve objectives.

The FSC TSA's services include, but are not limited to:

- Intensive case management;
- Temporary financial assistance;
- Relocation assistance, including housing navigation;
- Financial education workshops;
- Financial coaching;
- Credit counseling;
- Credit building;
- Access to safe and affordable financial products;
- Referral to any other sources to address non-housing related concerns;
- Incentivized savings program; and
- Asset ownership programs.

Task 5: Collaboration

- Contractor shall collaborate with the designated FSCs.
- Contractor shall provide services to clients that are referred to them from partnering FSCs if Contractors have the capacity to do so.
- Contractor shall maintain documentation on all client referrals from FSCs regarding whether or not Contractor was able to assist clients.

Task 6: Emergency Rental Assistance

A. Home Investment Partnerships Program (HOME-ARP)

To prevent evictions and disruptive displacements, and/or to stabilize tenants in new housing, the Contractor shall provide rental assistance on behalf of tenants that meet the requirements for one or more of the qualifying populations listed below. Such assistance is reasonably likely to result in preventing displacement or homelessness. HOME-ARP funds must be used to primarily benefit the following qualifying populations:

- Individuals and families experiencing homelessness; homeless, as defined by 24 CFR 91.5;
- Individuals and families at-risk of homelessness;
- Individuals and families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;
- Other populations for whom supportive services or assistance would **prevent homelessness** or serve those with the greatest **risk of housing instability**.
 - Other Families Requiring Services or Housing Assistance to Prevent Homelessness: Households (i.e., individuals and families) • who have previously been qualified as “homeless” as defined in 24 CFR 91.5
 - are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and
 - who need additional housing assistance or supportive services to avoid a return to homelessness
 - Greatest Risk of Housing Instability means a household that has: **1)** Annual income \leq 30% of area median income and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); **OR 2)** Annual of income \leq 50% of AMI and meets one of the conditions in paragraph (iii) of “At risk of homelessness” definition at §91.5

The Contractor may subcontract this task, in its entirety, to a Rental Assistance Subcontractor.

Any debt or cost incurred by a tenant related to rental housing or relocating to new rental housing due to a dispute with the landlord and/or a pending unlawful detainer case is eligible to be paid by emergency rental assistance, including but not limited to rent, utility payments, security deposits, and/or reasonable moving costs. All payments must be made subject to the following:

- Contractor shall collect and retain a W9 from the landlord, creditor, or any other obligee prior to issuing any rental assistance payments;
- Contractor shall make all rental assistance payments directly to the landlord, creditor, or any other obligee;
- Contractor shall verify, via documentation that is generally accepted or available in public records as proof of ownership (e.g. public real estate profiles) that shall be retained by the Contractor and made available for review in the case of an audit that the entity receiving rental assistance payments is the landlord or their authorized agent;

- HOME-ARP funds used for providing rental assistance to individuals and families with household incomes at up to 50% of Area Median Income (AMI) in compliance with the HOME-ARP Notice described in Section D. (R) and (S) as follows:
 - First and Last month's rent: a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance must not exceed two month's rent and must be tracked for purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive.
 - Payment of rental arrears: HOME-ARP funds may be used for a onetime payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.
 - Short-term (up to 3 months) and medium-term (more than 3 months but not more than 24 months) financial assistance for rent: Subject to the following conditions, program participant with short-term or medium-term financial assistance for rent, provided that the total financial assistance provided, including any pre-payment of first and last month's rent as described above, does not exceed 24 months of rental payments over any 3-year period.
 - Rental payments must be made only to an owner with whom has entered into a financial assistance agreement for rental payment.
 - The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under the HOMEARP Notice.
 - The financial assistance agreement must provide that, during the term of the agreement, the owner must provide a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant.
 - The owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in 24 CFR 92.359.
 - Timely payments must be made to each owner in accordance with the financial assistance agreement. The financial assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease.
 - Rental payments cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR 53 part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.
 - Each program participant receiving financial assistance for rental payments must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the financial assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in 24 CFR 92.359 apply to this financial assistance.
 - Ineligible costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources.

- The Contractor, in its discretion, shall provide the minimum rental assistance necessary that is reasonably likely to allow the tenant to sustain the tenant's housing or obtain and sustain new housing, as documented through the case record. The Contractor shall base its decision to provide short-term rental assistance case-by-case on the totality of circumstances and shall prioritize the provision of financial assistance to cases that include, but are not limited to: tenants that live in long-term rent stabilized units or units that are affordable based on the tenant's income; tenant households with minor children; tenant households that are extremely low-income and tenants or members of the tenant's household that are at high-risk of becoming homeless.

Employees of the Contractor and Subcontractors and direct family members of the Contractor and Subcontractors are ineligible for rental assistance.

B. Eviction Prevention Rental Assistance - SB 2 Permanent Local Housing Allocation (PLHA)

PLHA funds shall be used exclusively for prospective rent for a tenant household if necessary to stabilize the low-income tenant household and prevent homelessness to tenants at risk of homelessness.

Per Title 24, Section 578.3 of the Code of Federal Regulations, 'At Risk of Homelessness' is defined as:

'At risk of homelessness.

1. An individual or family who:
 - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the 'Homeless' definition in this section; and
 - c. Meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;'

Rental assistance provided from SB 2 PLHA Funding must meet the following specific criteria:

1. Households with combined incomes of up to 30% of the Area Median Income (AMI) are eligible for this assistance;

2. Rental assistance provided from this source must be for prospective rent and may not be used to cover rental arrears; Rental assistance must be provided to cover full or partial rent for a minimum of 6 months as necessary to enable an eligible renter to secure or retain housing to prevent displacement and/or homelessness.

Task 7: Data Collection & Evaluation

The Program shall include ongoing evaluation and monitoring to analyze service outcomes, develop reports and gather data, and respond to requests from City officials and other decision-making bodies.

The data collection and evaluation portion of the Program is critical to help inform the program's implementation progress (for example, where formal and informal evictions are most frequently occurring and how different demographic populations and neighborhoods are impacted) as well as to help assess outcomes for each of the outlined interventions and to identify best practices and/or needed program adjustments.

As part of its ongoing tracking of outcomes and tenants served, the Contractor is expected to provide data on the following items, but not limited to, during the term of the contract period as follows:

- Number and demographics of people served;
- Number of virtual workshops, legal clinics, or other engagement events;
- Number reached through online public awareness, outreach, digital ads, and educational platforms;
- Website analytics reports, including page views, source of traffic, and frequent activities;
- Eviction prevention outcomes, by intervention (i.e., retain housing or "soft landing");
- Geographic location of evictions filed and households served;
- Referral to other services/providers; and
- Any other pertinent service delivery/outcome data mutually agreed upon by the Contractor and the City.

The client intake instrument, which is to be approved by the City in advance, will be used for eligibility determination and characteristic gathering and is to be administered by the Contractor to ensure tenants' ease in answering questions. Intake is to be administered in a manner that addresses linguistic and literacy barriers, as well as any other communication, comprehension barriers, and reasonable accommodation needs.

Eligibility Requirements:

Contractor shall ensure that all legal services or rental assistance clients meet the following CDBG requirements, including but not limited to CDBG-CV:

- During the term of this Agreement, the Contractor shall target its services to persons who reside in the City of Los Angeles
- The total annual household income cannot exceed 80% AMI
- For legal services, the Contractor shall collect, verify and document information and data on residence in the City of Los Angeles, family size and income to determine the eligibility status of potential tenants to receive assistance under this funded project. Such documentation, in the form of an intake for legal services, for each tenant shall be maintained in a file onsite and made available for examination.
- Income verification of approximately 50% of tenants may be conducted through a self-certification. It is understood that limited legal services, particularly counsel and advice, may have a higher level of self-certification, whereas full scope representation and rental assistance requires backup income documentation for the majority of cases.

The Contractor will collaborate with the City for the purposes of collecting anonymized data, obtaining client feedback surveys and voluntary follow-up tenant interviews and interviews with Contractor and subcontractors.

Additional general responsibilities of the Contractor include the following:

- Oversee and monitor EDP activities and Subcontracts;
- Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;

- Select subcontractors and enter into subcontracts based on performance-based criteria that is relevant to the subcontractor's scope of work
- Contractor shall conduct and submit to LAHD program monitor quarterly objective program and fiscal monitoring reviews of the project it operates to ensure compliance with applicable federal, state and City requirements. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation on file relating to outreach efforts, intake processing, eligibility verification, grievance procedures and resolution, expenditure versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management.
- Contractor shall conduct two objective program and two fiscal monitoring reviews of the project activities run by its Subcontractors. Monitoring activities shall be performed by month six and nine of the contract period.
 - Contractor shall conduct onsite or virtual monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from the City.
 - Contractor shall prepare and give a written program and fiscal monitoring reports to the Subcontractors. Fiscal monitoring review shall include but not be limited to verification of necessary back-up documents, such as time sheets, payroll registers, vendor invoices, canceled checks, proof of deliverables, and other documents deemed necessary to support claims for reimbursement. Contractor shall identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action and follow up on the implementation of corrective action by conducting an independent monitoring effort. Copies of the program and fiscal monitoring reports shall be submitted to the City and available for review during a program site visit and/or fiscal audit.
 - If a fiscal review of the Subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall notify the City in writing. If a fiscal review identifies evidence of fraud and/or abuse, the Contractor shall notify the City in writing within 24 hours.
 - Contractor shall ensure the program is evaluated for continual improvement of project operations.

Task 8: United to House LA (Measure ULA) Eviction Defense/Prevention and Tenant Outreach and Education and Protections from Tenant Harassment

The United to House LA (Measure ULA) Homelessness Prevention Program, allocates ten percent (10%) of the overall revenue for eviction defense and prevention by providing funding for a right-to-counsel program to provide housing-related legal services to lower income household tenants threatened with eviction.

Measure ULA allocates two percent (2%) of the overall program revenue to provide tenant outreach, education, and navigation services, including but not limited to providing information about tenant rights and the Homelessness Prevention Program. Outreach, education, and navigation services may include mass mailing, targeted marketing, data visualization, and public websites.

In addition, Measure ULA allocates three percent (3%) of the overall program revenue for protections from tenant harassment to fund non-profit organizations and City services to monitor and enforce protections against tenant harassment and other tenant rights, and to inform tenants of such protections and support them in exercising their rights. At least thirty percent (30%) of the protections from tenant harassment expenditure shall fund programs led by non-profit organizations.

- A. Contractor shall carry out and perform services for the Eviction Defense/Prevention, Tenant Outreach and Education and Protections from Tenant Harassment under the Homelessness Prevention Program in accordance with the approved Measure ULA Program guidelines.

Program Income - If revenue will be generated by a program that is financed in whole or in part, with grant funds, the revenue minus costs incidental to the generation of the revenue is considered program income. Program income is the property of the City. Program income is subject to the requirements of 24CFR85.25, 24CFR 570.500 et seq., §404-406 of this Agreement.

Stay Housed LA CD-10

Stay Housed LA will focus on eviction prevention and eviction defense for residents of CD 10. The organizers shall conduct outreach and education to tenants and organize workshops within this area. The organizers shall connect tenants to attorneys when necessary. The attorneys shall provide counselling, conduct negotiations, and eviction defense representation. These funds will also supplement the work done in Koreatown by Asian Americans Advancing Justice. The number of the clients the attorneys can serve depends upon the kind of services; however, the contractor will provide legal services to a minimum of 200 households. The organizers shall outreach to tenants and conduct monthly workshops.

The proposed team shall also engage volunteers, including law firm attorneys, law students and other volunteers to expand the resources provided to CD10. These volunteers would be recruited from existing partnerships with law firms, law schools, and other community groups to work on cases specific to this project.

Stay Housed LA CD 11

The contractor will focus on providing additional eviction defense services to residents of Council District 11 for a term of one year commencing on May 2022 to November 2023. The additional eviction defense services will be performed in accordance with 'Task 2 Education & Outreach' and 'Task 3 Emergency Legal Assistance' as follows:

- Community based organizations shall conduct expanded targeted tenant outreach to residents of Council District 11; and
- One legal service provider staff member will focus on assisting CD 11 residents during the course of their legal cases and provide legal counseling services.

EXHIBIT H
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).
2. **Obligations Binding on Subcontractors** Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

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

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

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

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

whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

H. Copyright

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

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
 - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
 - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

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

M. Survival

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

EXHIBIT I
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

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

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
 - a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
 - b. Responsibilities:
 - (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
 - (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and
 - (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - (2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

- (3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
- (4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.
- (5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
- (6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.
- (7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
- (8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
- (9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

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

- (10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
- (11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
- (12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:
 - (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;

- (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
- (g) Identify policy and process by which selection of awardee(s) will be made; and
- (h) Provide an opportunity for bidders to appeal staff recommendations.

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

- (13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.
- (14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.
- (15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
- (16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
- (17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
- (18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future City funds.
- (19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

- (20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)
- (22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

- (i) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
- (ii) Procure or obtain, extend or renew a contract to procure or obtain;
- (iii) Enter into a contract (or extend or renew a contract) to procure; or
- (iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

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

d. Awarding of Agreement/Contract

- (1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.
- (2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.

- (3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractor with an approved child care policy.
- (4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

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

f. City Code of Conduct

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

g. Methods of Procurement

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

The requirements are:

<u>Dollar Range of Purchase</u>	<u>Contract and Method</u>
\$10,001 to \$250,000	3 written bids received**

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

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

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

- (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - i. A complete, adequate, and realistic specification or purchase description is available;
 - ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:

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

(d) Procurement by competitive proposals.

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

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) Proposals must be solicited from an adequate number of qualified sources;
- (iii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

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

- (i) The item is available only from a single source;
- (ii) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

- (iii) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (iv) After solicitation of a number of sources, competition is determined inadequate.
- (f) Contract Provisions
- (i) All contracts must contain at a minimum the following provisions:
 - i. Specific deliverables and the basis for payment;
 - ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;
 - iii. Provisions that describe remedies for breach;
 - iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
 - v. Provisions for termination for cause and convenience;
 - vi. Access to records for audit purposes;
 - vii. Audit requirements;
 - viii. Provisions for payment and delivery;
 - ix. Provisions describing contract amendment procedures;
 - x. Provisions against assignment;
 - xi. Provisions for equal opportunity and non-discrimination;
 - xii. Provisions prohibiting conflicts of interest.
- (g) Competition
- (i) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - i. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Requiring unnecessary experience and excessive bonding;
 - iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.

- (ii) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (iii) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

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

EXHIBIT J

**CONTRACT CERTIFICATION CLAUSES (CCC-307)
CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Legal Aid Foundation of Los Angeles	<i>Federal ID Number</i> 95-1684067
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Silvia Argueta, Executive Director	
<i>Date Executed</i> 	<i>Executed in the County of</i> Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3

EXHIBIT K
ULA HOMELESSNESS PREVENTION PROGRAM BUDGET

Legal Aid Foundation of Los Angeles
ULA Homelessness Prevention Program Budget
Eviction Defense/ Prevention, Tenant Outreach and Education
and Tenant Anti-Harassment Ordinance Outreach and Education