

TRANSMITTAL

TO
The City Council

DATE
02/10/2026

FROM
The Mayor

REQUEST FOR AUTHORITY TO EXECUTE CONTRACTS WITH LEGAL AID FOUNDATION OF LOS ANGELES, SAJE, LIBERTY HILL FOUNDATION, AND SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER TO PROVIDE EVICTION DEFENSE AND UNITED TO HOUSE LA HOMELESSNESS PREVENTION PROGRAM SERVICES

Approved, ED3 waived, and transmitted for further processing.



MAYOR
(Mitch Kamin for)

Tiena Johnson Hall, General Manager
Luz C. Santiago, Acting Executive Officer

City of Los Angeles



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

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

housing.lacity.gov

Karen Bass, Mayor

February 10, 2026

Council File: 20-1084-S4
Council Districts: Citywide
Contact Persons: Anna Ortega (213) 308-1292
Gladys Acevedo (323) 224-3531

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE CONTRACTS WITH LEGAL AID FOUNDATION OF LOS ANGELES, SAJE, LIBERTY HILL FOUNDATION, AND SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER TO PROVIDE 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 award and execute contracts with Legal Aid Foundation of Los Angeles (LAFLA), SAJE (Strategic Actions For A Just Economy), Liberty Hill Foundation, and Southern California Housing Rights Center, to provide eviction defense and eviction prevention services under the City's Right to Counsel Program and United to House LA (ULA) Homelessness Prevention Program.

The current Eviction Defense Program contract was originally executed in 2021 and has been modified through a series of amendments over the past five years to address evolving program needs, funding adjustments, and service continuity requirements. The most recent and final contract amendment, the Second Amended and Restated Agreement to City Contract No. C-138260 with LAFLA, was approved by the City Council on October 22, 2025, and concurred by the Mayor on October 27, 2025 (C.F. No. 20-1084-S4). This amendment increased the total contract amount by \$14,926,575, bringing it to \$90,826,002.55 and extended the contract term through March 31, 2026. These actions ensured the uninterrupted continuation of eviction defense and homelessness prevention services while the City completed a competitive procurement process and transitions to new contracts awarded through the Request for Proposals (RFP) process (C.F. No. 20-1084-S4).

On September 22, 2025, LAHD released an RFP on the Regional Alliance Marketplace for Procurement (RAMP) to solicit qualified organizations that have demonstrated experience in eviction defense and homelessness prevention services for the City's Eviction Defense Program and ULA Homelessness Prevention

Program. The RFP encompassed four program categories: 1) Eviction Defense and Prevention, 2) Tenant Outreach and Education, 3) Protection from Tenant Harassment, and 4) Short-Term Emergency Assistance. These services implement the City's Eviction Defense Program and ULA Homelessness Prevention Program in accordance with the Permanent Program Guidelines approved by the City Council on December 10, 2024 (C.F. No. 23-0038-S8), and advance the City's commitment to protecting and promoting fair housing rights.

The RFP process has been completed, and all submitted proposals have been thoroughly evaluated and scored. Based on the results, LAHD recommends awarding contracts to LAFLA, SAJE, Liberty Hill Foundation, and Southern California Housing Rights Center, for a three-year term. Funding for the first year of the contract term for the following services—Eviction Defense and Prevention, Tenant Outreach and Education, and Protection from Tenant Harassment—has been approved through the Fiscal Year 2025-2026 ULA Expenditure Plan. Additionally, the SB 2 Permanent Local Housing Allocation Fund will support the Short-Term Emergency Assistance service contract for the first year of the contract term. Funding for subsequent years of the contract term will be supported through the ULA Expenditure Plan.

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward it 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 contracts with each of the four contractors listed in the table below, each within their respective program category, for a three-year term commencing on April 1, 2026 through March 31, 2029, in substantial conformance with the draft document attached hereto as Attachment A, subject to funding availability, in compliance with the City's contracting policies, and approval of the City Attorney as to form.

Contractor Name	Contract Services	Total Contract Amount
Legal Aid Foundation of Los Angeles	Eviction Defense and Prevention	\$106,572,543.69
Liberty Hill Foundation	Tenant Outreach and Education	\$21,773,144.09
SAJE	Protection from Tenant Harassment - Tenant Anti-Harassment Ordinance (TAHO) Outreach and Education	\$6,626,730.18
Southern California Housing Rights Center	Short-Term Emergency Assistance	\$42,146,161.64

- B. AUTHORIZE the General Manager of LAHD, or designee, to disencumber up to \$1,400,000 in unexpended Fiscal Year 2025-26 encumbered funds from Contract C-138260 with Legal Aid Foundation of Los Angeles within the House LA Fund No. 66M/43, Appropriation Account No.

43CU19 - Short-Term Emergency Assistance, and to encumber the amount to the new contract with the Southern California Housing Rights Center for the continued purpose of providing short-term emergency assistance.

C. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical or administrative adjustments consistent with the Mayor and Council actions on this matter, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

BACKGROUND

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

Legal Aid Foundation of Los Angeles currently serves as the lead agency responsible for administering the eviction defense contract and coordinating a network of legal service providers and community organizations engaged in eviction defense and homelessness prevention services.

In addition to LAFLA, participating 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)

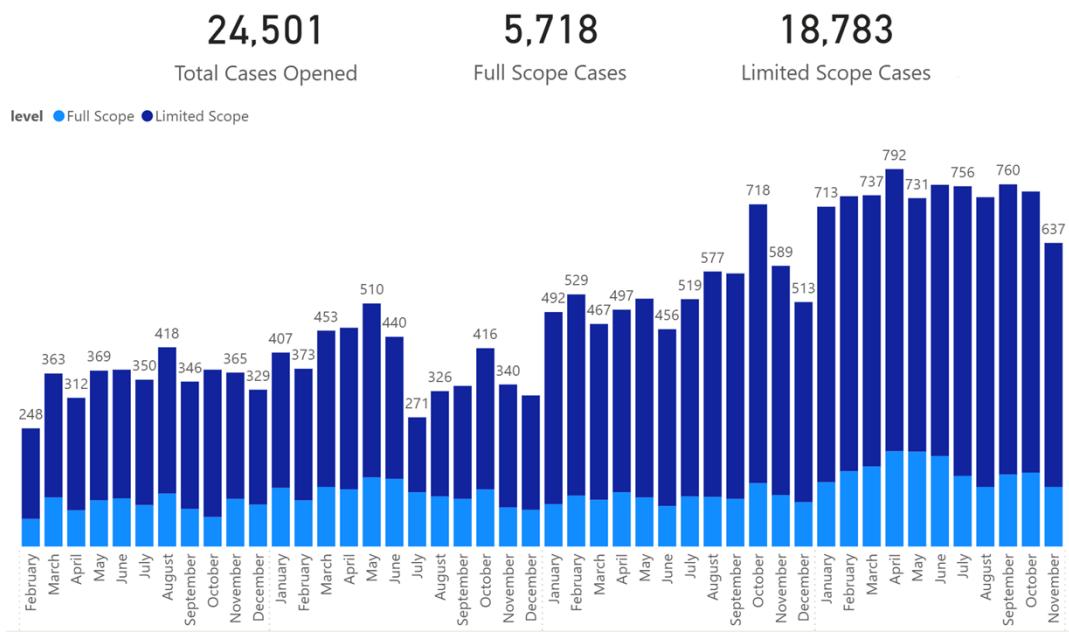
These organizations operate under the umbrella of SHLA, which coordinates eviction and prevention services in the City and County. In 2023, the City entered into a Memorandum of Understanding with the County to ensure a coordinated effort for eviction prevention, outreach, education, maintenance of the 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.

The City’s “Right to Counsel” (RTC) ordinance became effective August 20, 2025. This ordinance establishes the EDP as a citywide program, codifies services, and ensures that eligible tenants living in the City have the right to access critical legal services and 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.

Eviction Defense Program Impact Summary

Since the start of the EDP in July 2021 through November 30, 2025, the City’s EDP provided eviction defense and prevention services to a significant number of Angelenos. In that time period, the EDP provided legal assistance to approximately 24,501 households, including full scope legal representation for 5,718 tenants, and limited scope representation for 18,783 tenants – enabling 55% of represented tenants to stay in their homes for an estimated long-term collective economic benefit of \$33,292,176 in calculated savings from not moving – and the EDP provided soft landings to another 39% of clients for an estimated \$31,906,651 in short-term economic benefits consisting of court fee waivers, waived back rent, and relocation assistance.

Stay Housed LA: Legal Cases Overview



Rental Assistance

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.

Rental assistance provided through the Eviction Defense Program differs from other City programs that have provided rental assistance in both purpose and utilization. Under the Eviction Defense Program, rental assistance is limited to the settlement of accumulated rental arrears in active eviction cases and is used as a legal mechanism to resolve eviction proceedings and preserve tenancy. Legal service providers apply these funds to negotiate lump sum settlements with landlords to address significant arrears balances. Based on recent program data, the average rental arrears settlement amount is approximately \$9,217 per household, which has resulted in rapid expenditure of available rental assistance funds. Through November 30, 2025, the program provided rental assistance totaling \$13,217,761 to 1,435 renter households, averaging \$9,217 per household.

Update on Eviction Defense Services Contract and ULA Funding Implementation

On June 27, 2025, the City Council and the Mayor approved an Amendment to the First Amended and Restated Agreement that added \$6,579,418.35 in funding, increasing the total contract amount to \$75,899,427.55, and extended the contract term through January 31, 2026 (C.F. No. 20-1084-S4). This action was necessary to prevent disruption of eviction defense services while procurement issues were addressed. Concurrently, the City Council authorized LAHD to initiate a competitive procurement process and to issue a Request for Proposals (RFP) to ensure the continued, strategic, and efficient delivery of eviction services.

On July 3, 2025, the City Council approved the Fiscal Year 2025-26 ULA Expenditure Plan (C.F. No. 23-0038-S7), which allocated approximately \$424.8 million across multiple ULA program areas and for program administration. Of this total, \$102,633,067.10 is designated for the homelessness prevention program.

HOMELESSNESS PREVENTION PROGRAM	ULA Allocation	Expenditure Plan FY 25/26
Short-Term Emergency Assistance	5%	\$ 3,767,728.44
Income Support for Rent Burdened At-Risk Seniors & Persons with Disabilities	10%	\$ 42,681,265.70
Eviction Defense/Prevention	10%	\$ 39,085,941.58
Tenant Outreach & Education	2%	\$ 7,817,188.32
Protections from Tenant Harassment	3%	\$ 9,280,943.06
Homelessness Prevention Program Subtotal	30%	\$102,633,067.10

On July 17, 2025, LAFLA notified the City that the available contract funding was insufficient to sustain services for the remainder of the contract term and that rental assistance funds had been nearly exhausted. At that time, LAFLA had \$1,908,232.35 in approved applications for settlement of rental arrears, and only \$285,468 remaining for additional payments. Based on an average settlement amount of \$8,665, the remaining balance would support approximately 33 households. LAFLA requested that the City consider releasing the allocated rental assistance to help stabilize ongoing eviction-prevention efforts.

To address these funding constraints and provide sufficient time to complete the competitive procurement process, the City Council approved the Second Amended and Restated Agreement to Contract C-138260 with

LAFLA on October 22, 2025. This action increased the contract amount by \$14,926,575, resulting in a new contract amount of \$90,826,002.55, and extended the contract term by two months through March 31, 2026. The additional funding and term extension ensured continuity of eviction defense and homelessness prevention services while the City transitions to new contracts awarded through the RFP process.

The competitive RFP process required additional time due to its technical and multi-step nature, including development of detailed program scopes, goals, and expectations, release of the solicitation through the Regional Alliance Marketplace for Procurement (RAMP), coordination of a mandatory proposers' conference, response to extensive Proposer's Conference questions, extension of submission deadlines, and assembly of multidisciplinary evaluation panels. Per the advice of the City Attorney, the RFP was broken out into four separate components. Consequently, the process required a comprehensive review and scoring of proposals across multiple program categories, and completion of internal reviews before recommendation for award. As a result, additional funding and a contract term extension were necessary to maintain uninterrupted eviction defense and prevention services through March 31, 2026, while the procurement process and execution of future contracts are finalized.

Lastly, this RFP process also required substantial policy development and coordination beyond standard procurement timelines, including extensive analysis and refining service goals, performance thresholds, and contractual expectations for each of the four (4) RFP categories, for services which were previously performed under one contract, with a single managing agency. LAHD coordinated with the City Attorney and the Mayor's Office to ensure the proposed program structures aligned with the City's long-term policy objectives and long-term program sustainability. This collaborative effort strengthened the final RFP design and enhanced service and reporting standards for the City's future eviction defense program.

Services Provided By Contractors

LAHD seeks to expand and strengthen coordinated eviction defense, eviction prevention, tenant education, and homelessness prevention services to stabilize low-income households and reduce displacement across the City of Los Angeles. Through the United to House LA Expenditure Plan, LAHD funds a comprehensive service delivery model that combines legal representation, proactive tenant outreach and education, targeted outreach on tenant protections from harassment, and short-term financial assistance. To support the implementation of these programs, the respective contractors will be responsible for providing the following services:

- 1. Eviction Defense and Prevention:** These services support both limited and full scope legal services for low-income households facing eviction, including right-to-counsel representation, negotiations, and settlement of rental assistance to resolve rental arrears leading to evictions; and legal education activities delivered through workshops, clinics, and other community engagement activities.
- 2. Tenant Outreach and Education:** Services dedicated to support proactive outreach, education, and navigation services designed to increase awareness of tenant rights and available homelessness prevention resources. Services will include mass mailings, targeted outreach, marketing campaigns, data visualization tools, and publicly accessible websites, as well as direct navigation support to connect tenants to eviction defense and prevention programs.
- 3. Protections From Tenant Harassment:** Nonprofit organization to lead efforts to inform tenants of their rights under the Tenant Anti-Harassment Ordinance (TAHO), support tenants in exercising their rights, and educate both tenants and landlords regarding harassment prohibitions and legal responsibilities.

4. Short-Term Emergency Assistance: Prevent displacement or homelessness by providing short-term rental assistance to tenants experiencing or who have recently experienced an economic hardship. This assistance is intended to stabilize households and prevent eviction when combined with appropriate legal, outreach, and navigation services.

Funding requested for each contract is based on projections previously provided to the ULA Citizen Oversight Committee, Mayor, and Council, and is subject to the availability of funding, as approved through future ULA Expenditure Plans. LAHD will return to the Council in the future if the contract authorities require an increase to align with future ULA Expenditure Plan allocations.

Request For Proposals (RFP) Process

On September 22, 2025, LAHD released an RFP on the Regional Alliance Marketplace for Procurement (RAMP) to solicit qualified organizations that have demonstrated experience in eviction defense and homelessness prevention services under the City's Eviction Defense Program and ULA Homelessness Prevention Program. To be eligible for consideration, proposers were required to be qualified to conduct business in California and be in good standing with applicable regulatory oversight agencies. The RFP required that all proposers possess a minimum of three (3) years of continuous experience within the past five years performing eviction defense and prevention services for tenants as specified under each program category. The mandatory proposers' conference was held on December 2, 2025, with a December 31, 2025, deadline for submission of proposals.

Proposal Evaluation Process and Recommendations

Six proposals were received in response to the RFP. LAHD convened four (4) teams of evaluators to conduct an objective and comprehensive review of all proposal submissions. The proposals were evaluated by panels of distinguished experts, including LAHD policy staff, Los Angeles County personnel, and executive-level professionals from statewide rent control jurisdictions with demonstrated subject matter expertise in tenant rights, eviction defense, and the impact of legal representation on housing stability. The proposals were evaluated based on the process and criteria described in the RFP. A minimum score of 70 was required to be considered for funding. The criteria for evaluating the proposals for each category included the following:

Program Category 1: Eviction Defense and Prevention

Evaluation Criteria	Points
<u>Demonstrated Ability</u> Quality and depth of the proposer's qualifications, experience, expertise, and programmatic and administrative responsibility to provide the services solicited as outlined in the Scope of Work section of the RFP.	25
<u>Demonstrated Capacity</u> The proposer's capacity to provide the required program services, including assigned program staff size, program staff capabilities, resumes, and other items as outlined in the Proposal Package section of this RFP.	25
<u>Program Design</u> Proposed approach and implementation plan for providing the required solicited services. Quality and creativity of program concepts and strategies.	30

<u>Cost Reasonableness and Financial Viability</u> The reasonableness and appropriateness of the proposed budget for services solicited.	20
TOTAL POINTS	100

Program Category 2: Tenant Outreach and Education

Evaluation Criteria	Points
<u>Experience</u> Quality and depth of the proposer's qualifications, experience, expertise, and programmatic and administrative responsibility to provide the services solicited as outlined in the Scope of Work section of the RFP.	20
<u>Capacity</u> The proposer's capacity to provide the required program services, including assigned program staff size, program staff capabilities, resumes, and other items as outlined in the Proposal Package section of this RFP.	20
<u>Program Design</u> Quality and creativity of the proposer's approach to deliver the solicited services, including an implementation plan and strategic concepts tailored to meet the goals of the program.	40
<u>Cost</u> Allocation of costs and use of available resources to maximize the effectiveness of the tenant outreach and education services solicited.	20
TOTAL POINTS	100

Program Category 3: Protections from Tenant Harassment

Evaluation Criteria	Points
<u>Demonstrated Ability</u> Quality and depth of the proposer's qualifications, relevant experience, expertise, and programmatic and administrative capacity to deliver the services solicited as outlined in the Scope of Work section of the RFP.	30
<u>Demonstrated Capacity</u> The proposer's capacity to deliver the required program services through adequate staffing, qualifications, documentation, and other items as outlined in the Proposal Package section of this RFP.	25
<u>Program Design</u> Proposed approach and implementation plan for providing the required solicited services. Quality and creativity of program concepts and strategies.	25
<u>Cost Reasonableness and Financial Viability</u> The reasonableness and appropriateness of the proposed budget for the services solicited.	20
TOTAL POINTS	100

Program Category 4: Short-Term Emergency Assistance

Evaluation Criteria	Points
<u>Experience and Capacity</u> Quality and depth of the proposer's qualifications, relevant experience, expertise, and programmatic and administrative capacity to deliver the services solicited as outlined in the Scope of Work section of the RFP.	30
<u>Method of Approach</u> The proposer's approach to deliver the required program services as outlined in the Proposal Package section of this RFP.	40
<u>Cost Reasonableness and Financial Capacity</u> The reasonableness and appropriateness of the proposed budget for the services solicited.	30
TOTAL POINTS	100

The following table reflects the final points awarded by the evaluation panel for each of the proposers who participated in the competitive procurement process and were selected for award recommendation. These proposers exceeded the qualified minimum threshold of 70 points, demonstrating the capacity to deliver services under this RFP.

Proposers	Contract Services	Final Points Awarded
Legal Aid Foundation of Los Angeles	Eviction Defense and Prevention	91.33
Liberty Hill Foundation	Tenant Outreach and Education	92.00
SAJE	Protections from Tenant Harassment (TAHO) Outreach and Education	94.50
Southern California Housing Rights Center	Short-Term Emergency Assistance	93.50

The proposals for the eviction defense and tenant outreach and education were submitted by a broad coalition of legal service providers and non-profit organizations with an extensive track record in providing community-based services in Los Angeles. The agencies listed as collaborators for legal services include:

- Legal Aid Foundation of Los Angeles
- Asian Americans Advancing Justice Southern California (AJSOCAL)
- Basta, Universal! (BASTA)
- Bet Tzedek Legal Services
- California Center for Movement Legal Services
- Eviction Defense Network (EDN)
- Inner City Law Center (ICLC)
- Mental Health Advocacy Services (MHAS)

- Neighborhood Legal Services of Los Angeles County (NLSLA)
- Public Counsel

The agencies listed as collaborators for outreach include:

- Liberty Hill Foundation
- Alliance of Californians for Community Empowerment (ACCE)
- Armenian Relief Society
- Coalition for Economic Survival (CES)
- Communities for a Better Environment (CBE)
- Innercity Struggle
- Inquilinos Unidos (IU)
- Koreatown Immigrant Workers Alliance (KIWA)
- Los Angeles Center for Community Law and Action (LACCLA)
- Los Angeles Community Action Network (LACAN)
- Social Environmental Entrepreneurs
- People Organized for Westside Renewal (POWER)
- Strategic Actions for a Just Economy (SAJE)

Based on these evaluation results, LAHD recommends awarding a contract to the four proposers listed above.

Appeals Process

On January 27, 2026, LAHD notified the proposers of the results of the proposal evaluations and whether or not they would be recommended for funding, based on the evaluation of their proposal. The proposers were informed of their right to file an appeal by submitting a letter to LAHD within five business days of receiving notification of the RFP results. No appeal requests were received by the deadline.

FISCAL IMPACT

The recommendations in this report have no impact on the General Fund. Funding for the first year of the proposed contracts is supported by the Fiscal Year 2025-26 ULA Expenditure Plan and the SB 2 Permanent Local Housing Allocation Fund Year 4 and Year 5 allocations. Funding for the second and third years will be subject to future approvals of the ULA Expenditure Plan.

Approved By:



TIENNA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - ED & ULA homelessness prevention proformas _DRAFT

PROFESSIONAL SERVICES AGREEMENT

Contractor: Legal Aid Foundation of Los Angeles

Title: Eviction Defense Program and United to House LA (ULA)
Homelessness Prevention Programs – Eviction Defense and
Prevention Services

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL AID FOUNDATION OF LOS ANGELES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Legal Aid Foundation of Los Angeles (“Contractor”), a California non-profit corporation.

W I T N E S S E T H

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the “Agreement,” has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, on September 22, 2025, the City released a Request for Proposals (RFP) to select a contractor to provide Eviction Defense and Prevention services for the Eviction Defense Program and United to House LA (ULA) Homeless Prevention Programs (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number **##-####** approved by City Council on **Month Day**, 2026 and concurred by the Mayor on **Month Day**, 2026) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Legal Aid Foundation of Los Angeles, a California non-profit corporation, having its principal office at **1550 West 8th Street, Los Angeles, California 90017**.

§102. Representatives of the Parties and Service of Notices

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

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

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

2. The representative of the Contractor shall be:

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

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.
- C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2026** and end **March 31, 2029** ("Agreement Term"). Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

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

I. General Purpose and Requirements of Statement of Work

The ULA Eviction Defense and Prevention Program is designed to prevent homelessness and promote housing stability for eligible low-income tenants in the City of Los Angeles (“City”). The program achieves this by delivering a combination of limited-scope and full-scope legal services, direct legal representation, and tenants’ legal rights education.

The City anticipates that the program will be funded primarily through the House LA fund, established by the ULA measure and ordinance (Los Angeles Administrative Code § 22.618.1 et seq.). As such, all tenants in the City who are low-income households, at or below 80% AMI and, who do not reside in the same dwelling as their landlord, are eligible to apply for and receive legal services and/or assistance from the Eviction Defense and Prevention Program. Consistent with Section 2.1 of the current ULA Eviction Defense and Prevention Program Guidelines, the geographic consideration of the applicant’s zip code will not affect their eligibility to receive Eviction Defense and Prevention Program services, but may be a distinguishing factor in whether the applicant, if otherwise eligible, will receive Full Scope Legal Services. Covered tenants are eligible participants who live in high-displacement-risk zip codes where full-scope legal services are available. Non-covered tenants are those residing outside the full scope legal services areas, but who are eligible for limited scope legal services.

II. Services To Be Provided

The Contractor shall provide contractual services identified in this section. All work is subject to prior City approval.

A. Legal Assistance

The Contractor shall provide eligible tenants with two distinct levels of legal services: limited scope legal services and full scope legal services and representation. Based on the tenants’ legal needs, the provider shall determine the appropriate level of legal services on an individual basis, consistent with Section 3.1 of the ULA Eviction Defense and Prevention Program Guidelines which prescribe the basis for the prioritization of full scope and limited scope services. The full-scope legal services framework is a 5-year zip code implementation process that considers vulnerable populations in high-risk displacement areas, available funding, and capacity. Additionally, the Contractor shall conduct an

intake assessment to determine whether the tenant's household is eligible for program services. As part of the intake process, the tenant's housing-related needs will be assessed for referral to supportive services, where appropriate.

1. Limited Scope Legal Services

Limited Scope Legal Services shall be provided, as defined in the ULA Guidelines, as legal consultation/advice, assistance with filing or completing forms in pro per (self-representing proceedings), and/or referrals provided by a legal service provider.

Limited Scope Legal Services may also include the facilitation of in- person and virtual clinics that enable tenants to answer eviction complaints and prepare for eviction trials.

Limited scope legal services shall include, but are not limited to:

- One-on-one consultations in-person, via phone, virtual meetings, or videoconference.
- Preparation of a formal response to a Notice to Terminate Tenancy on behalf of a tenant.
- Assistance with preparation of responsive eviction pleadings, such as answers and fee waiver forms on behalf of a pro per tenant.
- Other pro per trial preparation assistance (including drafting witness declarations, preparing exhibit lists, and filing motions).
- Enforcement of existing ordinances and local executive orders through such means as drafting demand letters to landlords.
- Counsel and advise on housing matters including but not limited to rent increases, tenant harassment, and landlord notices.
- Requests for reasonable accommodations under housing laws.
- Evaluation of whether the three-day notice (to perform/pay or quit) is in violation of any applicable laws and referring potential violations to LAHD for investigation and any other appropriate action, including by drafting letters to LAHD regarding violations of City tenant-protection laws such as the Rent Stabilization Ordinance (LAMC § 151.00 et seq.), the Tenant Anti-Harassment Ordinance (LAMC § 45.30 et seq.), and/or the Just Cause Eviction Ordinance (LAMC § 165.00 et seq.).
- Assisting tenants with LAHD complaints to ensure tenants receive responses to their issues and can file complaints with the appropriate City bureau, and for assistance with Tenant Navigation issues, as defined by the Tenant Outreach and Education Program Guidelines, including by assisting with letters to City departments for code enforcement by landlords, other government entities such as the LA County Department of Public Health for habitability issues, and fair housing entities/organization for fair housing violations.

- Any other service ordinarily provided by an attorney or otherwise contracted legal service provider, reasonably related to preventing a tenant from eviction or displacement, such as assessing and assisting tenants with applications for rental assistance programs, referrals to additional resources and/or other organizations if the tenant expresses interest in or needs services to ensure housing stability.

Approximately 10% of the funds awarded shall be allocated to limited scope legal services in the first year of this contract. This will be reassessed based on funds available and deliverables for years 2 and 3 of the contract term.

2. Full Scope Legal Services and Representation

The Contractor shall be responsible for Full Scope Legal Services, as defined in the ULA guidelines as: ongoing legal representation, inclusive of all legal advice, advocacy, and assistance associated with that representation, provided by an LSP to a Covered Tenant in any (or, as determined by LAHD, the functional equivalent of an) Unlawful Detainer or judicial proceeding to terminate the tenancy of a Covered Tenant or any appeal of such a proceeding where an LSP determines that there are reasonable grounds for an appeal.

Full Scope Legal Services may also include, but are not limited to:

- Preparation and submission of a formal response to a notice of termination of tenancy on behalf of a tenant.
- Representation of a tenant in mediation, negotiation, or other dispute resolution between a tenant and a landlord.
- Legal research, investigation, and/or document review in preparation for trial or any other judicial proceeding.
- Representation of tenants at an Unlawful Detainer trial, settlement negotiations, or any administrative proceedings that may result in the termination of a tenancy or the loss of a federal, state, or local rent subsidy.
- Provision of 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.
- Out-of-court assistance with mediation, negotiation, and/or other dispute resolution between a tenant and a landlord, including negotiating rental assistance.
- Any other service ordinarily provided by an attorney or otherwise contracted legal service provider, reasonably related to preventing a tenant from eviction or disruptive displacement such as drafting and filing formal responses in an unlawful detainer action; drafting and filing fee waiver applications; and assessing and assisting tenants with applications for rental assistance programs.

Eligible tenants in designated zip codes who seek services shall receive full-scope representation as outlined in Article 6 of Chapter XVI of the Los Angeles Municipal Code (“Right to Counsel Program Ordinance”). Specific zip codes will be finalized by LAHD prior to contract execution, and additional zip codes may be added during the term of the contract.

Approximately 83% of the funds awarded shall be allocated to full scope legal services and representation in the first year of this contract. This will be reassessed based on funds available and deliverables for years 2 and 3 of the contract term.

3. Legal Services Innovation Pilot

To reach the goal of serving all eligible tenants who require legal representation as quickly as possible, and to maximize the value of hours worked by individual legal services attorneys and staff, contractors shall utilize innovative methods to scale legal services.

Innovative legal services provided to tenants shall meet three criteria: First, contractors shall ensure that the tenants served receive direct legal services by an attorney or legal staff supervised by an attorney at formal proceedings, including court appearances, settlement negotiations and conferences overseen by the court as well as informal negotiations with landlords regarding tenancy disputes, lease terms, rent arrears, or other housing-related matters and/or in connection with government agency related court appearances. Second, contractors shall demonstrate a positive impact in preventing evictions and securing positive outcomes for tenants. Third, contractors shall provide legal services at court appearances and negotiations for an average cost of no more than \$3,500 per case without compromising legal outcomes for tenants.

Proposers may implement a variety of methodologies to meet the criteria for innovative legal services, such as leveraging legal teams or technology, enhancing roles for paralegals, intake staff and caseworkers, and pro bono or philanthropic partnerships, or a combination of these methodologies.

Approximately 7% of the funds awarded shall be allocated to legal services innovation in the first year of this contract. This will be reassessed based on funds available and deliverables for years 2 and 3 of the contract term. If the innovation pilot generates positive outcomes for tenants and proves cost effective, lessons and practices may be incorporated as requirements in future contract amendments.

B. Legal Education

The Contractor shall be responsible for educating tenants about their rights and responsibilities and will collaborate with LAHD, its designated partners, and

community-based organizations to provide legal expertise through workshops and clinics. When appropriate, provider(s) will refer tenants to additional services available through relevant ULA and LAHD Programs, and designated partners (as determined by LAHD).

III. Data Collection and Reporting

The data collection 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 required to provide data on the reporting requirements as mandated by each funding source, which shall include, but is not limited to, the following:

- Number and demographics of people served, including client age, race, gender, disability, single-parent status, number of people in household, and number under 18 and over 65, veteran status, survivor of DV, and number of formerly homeless people in the household and the services rendered;
- Monthly number of referrals of households for rental assistance and number of households served;
- Number of virtual workshops, legal clinics, or other engagement events;
- 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.

A client intake instrument will be developed and used for eligibility determination and data 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.

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.

The Contractor will be required to participate in a third-party evaluation throughout the duration of their contract term. This evaluation may assess Contractor outputs, tenant and community outcomes, processes and procedures, and other specifics outlined by

the City. At the direction of the City, the third-party evaluator may work with the Contractor to establish systems for ongoing data sharing and reporting.

Reporting Requirements

On a monthly basis, the Contractor will report to LAHD programmatic data, such as demographics and household compositions of those served, number of tenants served, services administered, referring party, hotline calls received as applicable.

Wherever relevant, data shall be disaggregated by race, family composition, sexual orientation, age, ability, gender, and location (address, zip code, and Council District).

This information includes, but is not limited to:

- Upon completion of representation, a summary of specific legal services provided to tenants, including: outcome (including sealed eviction record and administrative proceedings which may result in the termination or protection of a federal, state, or local rent subsidy), name of the attorney assigned, amount paid to the legal service provider, and benefits to the tenant (including extra time to move out and economic benefits such as fee waivers, relocation assistance, and waived back rent).
- Number of tenants Full Scope Legal Services provided to.
- Number of tenants Limited Scope Legal Services provided to.
- Number of tenants provided with legal representation through the Legal Services Innovation Pilot.
- Number of households for whom extra time to move out, waived back rent, moving expenses, and/or other quantifiable outcomes are negotiated.
- Number of tenants who stay in place.
- Number of residents served by location, disaggregated and searchable by legal service provided, race, family composition, sexual orientation, age, ability, and gender.
- Number of tenant education workshops, clinics, and other educational events by location.

Contractor shall also be required to provide the City with full access to Contractor's files as required, including Contractor's bills from legal service providers, payroll records, subcontractor agreements, and all other documents requested by the City to verify all services provided by the Contractor.

IV. Program Goals and Outcomes

Program success will be evaluated based on the goals outlined below, with overall impact determined through outcome-based measurements.

Goal	Outcome Metrics
Deliver full scope legal services to qualifying low-income tenants.	<ul style="list-style-type: none"> • Number of displacements and evictions as compared to previous years. • Outcomes of Unlawful Detainer and eviction cases. • Number of tenants provided case management services. • Number of clients assisted with Full Scope Legal Services. • Number of Unlawful Detainer cases, and outcomes, where provided Full Scope Legal Services. • Amount of rental assistance paid and the number of instances in which rental assistance was paid to settle Unlawful Detainer and eviction cases. • Number of subsidized housing termination hearings.
Offer limited Scope legal services to low-income tenants who do not qualify for full representation.	<ul style="list-style-type: none"> • Number of clients assisted with Limited Scope Legal Services. • Specific types of Limited Scope Legal Services provided. • Outcomes of Limited Scope Legal Services provided
Strengthen tenant awareness by increasing understanding of legal rights and responsibilities through outreach and education.	<ul style="list-style-type: none"> • Number of Tenant Education workshops, clinics, and other educational events held. • Number of tenants reached through in- person, digital, or printed outreach

Represent low-income tenants through legal services innovation pilot	<ul style="list-style-type: none"> • Number of clients represented by an attorney • Number of Unlawful Detainer cases and outcomes • Amount of rental assistance paid and the number of instances in which rental assistance was paid to settle Unlawful Detainer and eviction cases. • Number of subsidized housing termination hearings.
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The table below represents the projected performance goals to be achieved over the course of the first-year of the contract term.

Outcome Indicator	Minimum Threshold	Target Threshold
Limited Scope Legal Services	2,310	2,690
Full Scope Legal Services	3,800	4,380
Legal Services Innovation Pilot	640	900
Tenant Rights Legal Clinics	100	150

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Hundred Six Million Five Hundred Seventy-Two Thousand Five Hundred Forty-Three Dollars and Sixty-Nine Cents (\$106,572,543.69)**, according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement. Compensation beyond the first year of the Agreement Term is subject to funding availability and the Contractor's performance. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.
- B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall:
 - a) be submitted on the Contractor's letterhead;
 - b) include the name, hours, rate of pay for all personnel to be paid;
 - c) include evidence of the completed project;
 - d) include supporting documentation for all approved purchases of equipment or supplies; and
 - e) be accompanied by a statement detailing the work completed for the month.

expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised

laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

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

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

§403. Time of Effectiveness

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than

a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the

Contractor to effect the termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the City is entitled to, shall become City property upon the date of the termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

- b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
- 6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §409.A "Termination for Convenience".
- 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

§413. Permits

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

§414. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against City property (including reports, documents, and

other tangible or intangible matter produced by the Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission

by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

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

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

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

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

§422. Data Protection

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

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

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

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- 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 the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

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

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

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

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

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

§442. Possessory Interests Tax

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

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. The Contractor shall not provide, 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 the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Contractor Data Reporting

If the Contractor is a for-profit, privately owned business, the 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 the City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by the City: the Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). The 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 the City.

§445. 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 which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 (“Directive FY12-0001”). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor’s adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City’s approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal

gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
- c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

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

§446. Disclosure of Border Wall Contracting Ordinance

The 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 the City determines that the 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.

§447. City’s Additional Remedies

The Contractor acknowledges and agrees that nothing contained in this Contract is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by the City of any cause of action that the City may have against the Contractor. The 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 the Contractor in relation to this Contract and other transactions between the City and the Contractor.

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the 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 Contract may be rejected by the City and upon rejection must be replaced by the Contractor without delay.

§449. Work Not in Scope of Services

The 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 §202 above. If it is determined that the request is outside of the scope of work, the 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 the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. 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 the Contractor's employees, any subcontractors, and the public.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. 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.

§503. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§504. 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 **thirty-two (32)** pages and **three (3)** Exhibits which 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.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Date _____

Executed this _____ day of _____, 2026

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By _____
Luz C. Santiago
Assistant General Manager

Executed this _____ day of _____, 2026

For: Legal Aid Foundation of Los Angeles, a California non-profit corporation

By _____
Silvia R. Argueta
Executive Director

City Business License Number: 0000017314-0001-2

Internal Revenue Service Taxpayer Identification Number: 95-1684067

Council File/CAO File Number: ##-####; Date of Approval: ##/##/2026

Said Agreement is Number _____ of City Contracts

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

Name: Legal Aid Foundation of Los Angeles Date: _____

Agreement/Reference: Eviction Defense and Prevention

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

<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
<input checked="" type="checkbox"/>	Waiver of Subrogation in favor of City	EL \$ <u>1,000,000</u>
	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/>	General Liability <u>City of Los Angeles must be named as an additional insured party</u>	
<input checked="" type="checkbox"/>	Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct \$ <u>1,000,000</u>
<input type="checkbox"/>	Fire Legal Liability	<input type="checkbox"/> _____
<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ <u>1,000,000</u>
<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	<input type="checkbox"/> Boiler and Machinery \$ _____
<input type="checkbox"/>	Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/>	Earthquake	<input type="checkbox"/> _____
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) Cyber Liability & Data Breach required at \$1MM per occurrence

2) 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.

EXHIBIT A
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, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [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.eeo@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**

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

DRAFT

PROFESSIONAL SERVICES AGREEMENT

Contractor: Liberty Hill Foundation

Title: Eviction Defense Program and United to House LA (ULA)
Homelessness Prevention Programs – Tenant Outreach and
Education Services

Said Agreement is Number _____ of City Contracts

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Exhibits

Exhibit A	Required Insurance and Minimum Limits Insurance Contractual Requirements
Exhibit B	Notice of Prohibition Against Retaliation
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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LIBERTY HILL FOUNDATION

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Liberty Hill Foundation (“Contractor”), a California nonprofit corporation.

WITNESSETH

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the “Agreement,” has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, on September 22, 2025, the City released a Request for Proposals (RFP) to select a contractor to provide Tenant Outreach and Education services for the Eviction Defense Program and United to House LA (ULA) Homeless Prevention Programs (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number # #-#### approved by City Council on Month Day, 2026 and concurred by the Mayor on Month Day, 2026) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Liberty Hill Foundation, a California nonprofit corporation, having its principal office at 1001 Wilshire Boulevard, PMB 2170, Los Angeles, California 90017.

§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

Marcella DeShurley, Director, Rent Division
Los Angeles Housing Department
1910 West Sunset Blvd., 3rd Floor
Los Angeles, CA 90026

2. The representative of the Contractor shall be:

Shane Murphy Goldsmith, President and Chief Executive Officer
Liberty Hill Foundation
1001 Wilshire Blvd., PMB 2170
Los Angeles, CA 90017
[**sgoldsmith@libertyhill.org**](mailto:sgoldsmith@libertyhill.org)
(323) 556-7200

With copies to:

Griffin Hatlestad, Program Director of Housing

ghatlestad@libertyhill.org
(323) 607-0012

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.
- C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2026 and end March 31, 2029** ("Agreement Term"). Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

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

A. General Purpose and Requirements of Statement of Work

The ULA Tenant Outreach and Education Program is designed to prevent homelessness by making sure renters know their rights, understand how to assert their rights and obtain tenant services, and can access helpful resources when facing housing challenges. As part of the broader ULA efforts, this program works closely with legal partners and community experts to support tenants and strengthen protections against eviction.

The City anticipates that the program will be primarily funded through the House LA fund, established by the ULA measure and ordinance (Los Angeles Administrative Code § 22.618.1 et seq.). All tenants in the City of Los Angeles may be served by the program. While the program does not serve landlords or master tenants, it focuses on providing citywide education about tenant rights—with extra attention given to neighborhoods most at risk of eviction and displacement. Additionally, tenant navigation services are available for low-income households earning at or below 80% of the Area Median Income (AMI).

B. Services To Be Provided

1. Public Awareness Campaign:

The Contractor shall conduct a citywide multilingual public awareness campaign, in Spanish, Korean, Armenian, Chinese, Filipino, Farsi, Cantonese and additional languages as needed, 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. The Contractor shall also educate tenants on the resources and services available to them under the City's Eviction Defense Program, ULA, and other programs that have demonstrated success in keeping tenants housed. The public awareness campaign is intended to be universally accessible to all tenants and communities in the City of Los Angeles, 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 in-person and virtual presentations on tenants' rights, obligations, and protections under local housing laws, as well as tenant outreach efforts outlined in Section 202.B.2. Education and Outreach.

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

a. Digital Advertisements

The Contractor shall utilize a structured digital advertising campaign across major social media platforms to educate tenants about their rights and available program services. Responsibilities include:

- Identifying advertisement placement
- Creating advertisement
- Managing advertising purchasing
- Evaluating the reach of advertising placements
- Adjusting marketing strategies weekly to optimize outreach

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.

b. 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 shall include fliers, postcards, mailers, banners, or other appropriate assets. LAHD shall approve any print advertisements prior to release.

c. Earned Media

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 protection and services provided by the program at major print, television, and radio outlets, housing specific publications, hyperlocal media, and non-English outlets.

The Contractor shall coordinate with LAHD to develop and implement an earned media strategy aimed at enhancing public awareness and program visibility. This strategy shall secure at least ten media placements annually.

d. Website and Graphic Design

I. 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 provide comprehensive information to support tenants, including but not limited to:

- i. Executive orders and emergency protections enacted by the City of Los Angeles.
- ii. Information on the City of Los Angeles Renter Protections, the Rent Stabilization Ordinance (RSO) (Los Angeles Municipal Code (LAMC) § 151.00 et seq.), Just Cause for Eviction Ordinance (JCO) (LAMC § 165.00 et seq.), Tenant Anti-Harassment Ordinance (TAHO) (LAMC § 45.30 et seq.) and resources offered by the Los Angeles Housing Department, and other relevant tenant rights information for Los Angeles City tenants. Relevant County, State, and Federal tenant protections shall also be made available.
- iii. Information on other programs that have demonstrated success in serving tenants in the City of Los Angeles (as approved by LAHD).
- iv. Archive of digital materials and resources, such as factsheets, letter/notice templates, FAQs, and other materials as necessary.
- v. Contact information and links for the Contractor and consortium of partners, LAHD programs, including programs under RSO and JCO.
- vi. Links to key City and County departments that offer wrap-around and supportive services, as provided by LAHD.
- vii. 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.

II. 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 Rent Stabilization Ordinance (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 obtain the City's written approval of written materials and visual assets by submitting them to LAHD for written approval.

e. Communication Strategy

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, websites, and literature conform to City's approved standards. The Contractor shall ensure materials are submitted to LAHD for written approval.
- iv. Ensure all public awareness materials are ADA accessible, and information is provided in multiple languages.

2. Education and Outreach

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

The Contractor shall conduct the following outreach and education activities:

a. Outreach

The Contractor shall deliver culturally competent, multilingual (e.g., Spanish, Korean, Armenian, Chinese, Filipino, Farsi, Cantonese, and others as needed) 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:

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

Outreach may result in the submission of any applicable complaints related to the City's Renters Protections, Rent Stabilization Ordinance, Code Enforcement, tenant harassment, and/or fair housing issues or referrals to eviction defense and prevention wrap-around and supportive services. 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 across the entire City of Los Angeles for outreach and education. If requested by LAHD, the Contractor shall conduct outreach to properties identified by LAHD with a high number of eviction notices filed, tenant complaints, and/or code enforcement issues. LAHD may provide a list of eviction notices filed with LAHD, including the addresses, and

contact information for tenants (if available). If requested by LAHD, the Contractor shall conduct outreach by phone, text, mail, and/or in-person. Contractor shall conduct outreach to 100% of tenants referred by LAHD, including those with likely unlawful detainers.

LAHD must be provided notification at least three days before the Contractor conducts outreach to a specific property in-person, as outlined above.

Outreach and education staff shall meet the above deliverables by implementing a coordinated partnership with LAHD and other designated partners. Contractor shall refer tenants to legal service providers to apply and/or receive legal assistance, such as pre-eviction services, legal representation/consultations, eviction-prevention rental assistance, and access to know your rights and self-help resources that provide step-by-step guidance on the eviction process or any other eviction-related concerns.

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

Outreach staff shall be trained, equipped, and prepared to:

- Refer tenants to legal service providers to receive emergency rental assistance (as available), pre-eviction services, legal representation/consultation, or assistance with any other legally related issue.
- Refer tenants to wrap around services if the tenant is interested in or needs additional services to facilitate housing stability.
- Refer tenants to other resources applicable to the tenant's needs, drawing upon the local expertise of community-based organizations.
- Facilitate the submission of any applicable complaints related to RSO housing, Code Enforcement, harassment, and/or fair housing issues or referrals to the applicable agency.
- Follow complaint resolution procedures.
- Provide referrals to tenant navigation and education services as described below.
- Address any issues raised regarding other ULA Homelessness Prevention Programs and/or provide direct referrals to LAHD Staff that can assist with such issues.

b. Education

The Contractor shall meet the following deliverables annually during the contract term:

- Plan, coordinate and conduct at least 200 tenant workshops in coordination with designated Legal Service Providers, community non-profit agencies, and/or City entities.

Workshops, clinics, and all other education events shall be delivered in-person and virtually. Virtual education events may be delivered on social media. Workshops shall be conducted multilingual (Spanish, Korean, Armenian, Chinese, Filipino, Farsi, Cantonese, and others as needed) 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 participants 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 interpretations, translation, and/or accessibility accommodations as needed
- Prepare materials
- Collaborate with City or community co-hosting organization
- Facilitate the education 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, Housing Code, tenant anti-harassment, and/or fair housing issues or referrals to applicable agencies. Complaint resolution procedures are to be followed in accordance with the entity that receives the referral.

Tenant education staff shall be trained, equipped, and prepared to:

- Provide tenants with a direct introduction and warm hand-off to legal service providers or rental assistance providers, for services such as pre-eviction services, legal representation/consultation, or any other legally related issue.
- Refer tenants to wrap around services if the tenant is interested in or needs additional services to facilitate housing stability.
- Refer tenants to other resources applicable to the tenant's needs, drawing upon the local expertise of community-based organizations.

- Facilitate the submission of any applicable complaints related to rental housing, Code Enforcement, harassment, and/or fair housing issues or referrals to the appropriate agency.
- Follow complaint resolution procedures.
- Provide referrals to tenant navigation and education services as described below.
- Address any issues raised regarding other ULA Homelessness Prevention Programs and/or provide direct referrals to LAHD Staff that can assist with such issues.

3. Tenant Navigation

Tenants shall be assisted in navigating the complex and often confusing housing rights and legal system. Tenant navigation shall include, but is not limited to:

- Providing tenants with a direct introduction and warm hand-off to legal service providers and/or emergency rental assistance providers (as available).
- Providing ongoing support to tenants to maintain connection with their assigned attorney(s).
- Answering tenant questions regarding their housing situation via email, phone, text, video chat, and in-person.
- Assisting tenants with completing online intake forms and/or enrolling in workshops.
- Monitoring conditions and circumstances at buildings, including where an owner has filed an Ellis Act withdrawal application or has requested a Replacement Unit; and/or
- Referring and/or directly assisting tenants in signing up for available programs and services to increase support or income for the individual or family.

4. 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 housing, Code Enforcement, harassment, and/or fair housing issues or referrals to applicable agencies. Complaint resolution procedures are to be followed in accordance with the entity that receives the referral.

a. Case Management

The Contractor shall determine if there is a need to refer tenants to receive case management services from partner agencies and/or City of Los Angeles Departments. The contractor may help enroll tenants in these services, as appropriate.

The Contractor is to inform all tenants referred that services are voluntary; however, should the tenant choose to enroll for services, they may be required to complete an application and provide supporting documentation for eligibility determination and characteristic gathering. The Contractor shall maintain all necessary client confidentiality, subject to the data collection and reporting requirements set forth herein in Section III. Data Collection and Reporting.

As part of this program design, the Contractor shall partner with other agencies, City, and County Departments to provide tenants with wrap-around supportive services and temporary financial assistance to help stabilize the tenant's housing.

The wrap-around supportive 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.

b. Collaboration

- The Contractor shall collaborate with the designated partner agencies, City and County Departments.
- The Contractor shall provide services to clients that are referred to them and/or refer to partnering agencies.
- The Contractor shall maintain documentation on all client referrals regarding whether or not Contractor was able to assist clients.

C. Data Collection and Reporting

The data collection 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 reporting requirements as mandated by each funding source, which shall include but not limited to the following:

- Number and demographics of people served, including age, race, gender, disability, single-parent status, number of people in household, and number under the age of 18 and/or over 65, veteran status, survivor of DV, and number of formerly homeless people in the household and the services rendered;
- Monthly number of households served, tracking of rent stabilized and non-rent stabilized units;
- Number of virtual workshops, legal clinics, or other engagement events;
- Number of advertisements published, including through print and social media, and number reached through online public awareness, outreach, digital ads, and educational platforms;
- Website analytics reports, including page views, source of traffic, and frequent activities;
- Geographic location of households served;
- Referral to other services/providers; and
- Any other pertinent service delivery/outcome data mutually agreed upon by the Contractor and the City.

A client intake instrument will be developed and used for eligibility determination and data 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.

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.

Reporting Requirements

On a monthly basis, the Contractor will report to LAHD programmatic data, such as demographics and household compositions served, number of tenants served, services administered, referring party, hotline calls received as applicable. The following program data shall be collected on a monthly basis:

- Number, type, and location (when applicable) of activity (including virtual workshops, webinars, clinics, or other engagement events)
- Number of tenants reached (through all platforms, including but not limited to online public awareness, outreach, digital ads, and educational platforms) with socio and demographic data as deemed available.
- Narrative reports with overviews of communications, outreach, and education activities
- As available, oral narratives to highlight program participant and service provider success stories.

The Contractor will be required to provide detailed information to the City to verify the cost of services provided, included but not limited to subcontractor agreements, bills, payroll records and other documents requested by the City. The Contractor will also be required to participate in a third-party evaluation throughout the duration of their contract term. This evaluation may assess Contractor outputs, tenant and community outcomes, processes and procedures, and other specifics outlined by the City. At the direction of the City, the third-party evaluator may work with the Contractor to establish systems for ongoing data sharing and reporting.

D. Program Goals and Outcomes

Program success will be evaluated based on the goals outlined below, with overall impact determined through outcome-based measurements

Goal	Outcome Metric
Increase public awareness of tenants' rights, obligations, and protections by making contact with 3 million constituents.	<ul style="list-style-type: none"> Number of advertisements, reaches and contacts made providing exposure to and awareness of services (e.g., number of workshop participants, number of doors knocked, phone calls made, text messages sent, emails sent, fliers distributed, digital ads placed, and digital ads clicked).
Educate tenants about their rights to prevent displacement and eviction.	<ul style="list-style-type: none"> Number of Tenant Education workshops clinics, and other educational events held Number of participants at events
Empower tenants to assert their rights through providing Tenant Navigation, in which a tenant receives support to address housing and housing-related issues.	<ul style="list-style-type: none"> Number of households assisted through Tenant Navigation. Number of instances of assistance provided to each household.
Prevent and reduce homelessness by connecting tenants at risk of homelessness to resources such as rental assistance, wrap-around services, and supportive services.	<ul style="list-style-type: none"> Number of displacements and evictions as compared to previous years. Number of households assisted with Tenant Navigation. Number of instances of assistance provided to each household.
Maintain and preserve the current affordable housing stock by informing tenants of their rights, how to seek unit repairs, file complaints with the City, and address code violations.	<ul style="list-style-type: none"> Number of reports made to LAHD and cases filed with the Los Angeles Department of Building and Safety regarding Building Code violations.

The table below represents the projected performance goals to be achieved over the first year of the contract.

Outcome Indicator	Minimum Threshold	Target Threshold
Direct contact via text, phone, or door-to-door outreach to promote tenant rights information and resources	150,000 tenants	250,000 tenants
Plan and coordinate tenant rights workshops and legal clinics in collaboration with legal service providers. 50% of workshops shall be conducted in collaboration with legal service providers.	200 workshops	225 workshops
Tenant Navigation Services	24,000 tenants	25,000 tenants
Digital, print, radio, and video advertisements	3,000,000 impressions	3,500,000 impressions

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Twenty-One Million Seven Hundred Seventy-Three Thousand One Hundred Forty-Four Dollars and Nine Cents (\$21,773,144.09)**, according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. Compensation beyond the first year of the Agreement Term is subject to funding availability and the Contractor's performance. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.
- B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall:
 - a) be submitted on the Contractor's letterhead;
 - b) include the name, hours, rate of pay for all personnel to be paid;
 - c) include evidence of the completed project;
 - d) include supporting documentation for all approved purchases of equipment or supplies; and
 - e) be accompanied by a statement detailing the work completed for the month.
 All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
- 6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §409.A “Termination for Convenience”.
- 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00

et seq. of the Los Angeles Municipal Code (“LAMC”), and shall not allow the Certificate to lapse or be revoked or suspended.

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from

and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

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

§423. Insurance

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

Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- 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 the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

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

- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

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

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by the

Contractor for work to be performed under this Contract must include an identical provision

§436. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

§441. Compliance with California Public 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, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background

check through the California Department of Justice at the Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§442. Possessory Interests Tax

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

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. The Contractor shall not provide, 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 the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Contractor Data Reporting

If the Contractor is a for-profit, privately owned business, the 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 the City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by the City: the Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). The 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 the City.

§445. 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 which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 (“Directive FY12-0001”). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor’s adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City’s approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person’s immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.* if such person were a public officer, because such person would have a “financial or other interest” in the subcontract.
3. Definitions:
 - a. The term “immediate family” includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term “financial or other interest” includes, but is not limited to:

- (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
- c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

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

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

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

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

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

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

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

L. Unless an exemption/waiver to Directive FY12-0001 was requested by the Contractor and approved by LAHD in writing prior to the execution of this Agreement, the

Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and the Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§446. Disclosure of Border Wall Contracting Ordinance

The 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 the City determines that the 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.

§447. City's Additional Remedies

The Contractor acknowledges and agrees that nothing contained in this Contract is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by the City of any cause of action that the City may have against the Contractor. The 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 the Contractor in relation to this Contract and other transactions between the City and the Contractor.

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the 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 Contract may be rejected by the City and upon rejection must be replaced by the Contractor without delay.

§449. Work Not in Scope of Services

The 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 §202 above. If it is determined that the request is outside of the scope of work, the 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 the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. 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 the Contractor's employees, any subcontractors, and the public.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. 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.

§503. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§504. 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 **thirty-five (35)** pages and **three (3)** Exhibits which 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.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Date _____

Executed this _____ day of _____, 2026

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By _____
Luz C. Santiago
Assistant General Manager

Executed this _____ day of _____, 2026

For: Liberty Hill Foundation, a California nonprofit corporation

By _____
Shane Murphy Goldsmith
President and Chief Executive Officer

City Business License Number: 0002684390-0001-8

Internal Revenue Service Taxpayer Identification Number: 51-0181191

Council File/CAO File Number: ##-##### Date of Approval: ##/##/2026

Said Agreement is Number _____ of City Contracts

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

Name: Liberty Hill Foundation Date: _____

Agreement/Reference: Eviction Defense and Eviction Prevention Services - Tenant Outreach and Education

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

<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$ <u>1,000,000</u>	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u>		
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> _____	\$ <u>1,000,000</u>
 		\$ _____
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		\$ _____
 		\$ _____
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>		\$ _____
 		\$ _____
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	\$ _____
 		\$ _____
<input type="checkbox"/> Pollution Liability		\$ _____
<input type="checkbox"/> _____		
 		\$ _____
<input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds		100% of the contract price
<input type="checkbox"/> Crime Insurance		\$ _____

Other: 1) Cyber Liability & Data Breach required at \$1MM per occurrence

2) 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.

EXHIBIT A
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, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [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.eeo@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**

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

DRAFT

PROFESSIONAL SERVICES AGREEMENT

Contractor: SAJE

Title: Eviction Defense Program and United to House LA (ULA)
Homelessness Prevention Programs – Protections from Tenant
Harassment - Tenant Anti-Harassment Ordinance (TAHO)
Outreach and Education Services

Said Agreement is Number _____ of City Contracts

DRAFT

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Exhibits

Exhibit A	Required Insurance and Minimum Limits Insurance Contractual Requirements
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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
SAJE

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and SAJE (“Contractor”), a California non-profit corporation.

WITNESSETH

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the “Agreement,” has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, on September 22, 2025, the City released a Request for Proposals (RFP) to select a contractor to provide Protections from Tenant Harassment - Tenant Anti-Harassment Ordinance (TAHO) Outreach and Education services for the Eviction Defense Program and United to House LA (ULA) Homeless Prevention Programs (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number **##-####** approved by City Council on **Month Day**, 2026 and concurred by the Mayor on **Month Day**, 2026) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as SAJE, a California non-profit corporation, having its principal office at **152 West 32nd Street, Los Angeles, California 90007**.

§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

Marcella DeShurley, Director, Rent Division
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

2. The representative of the Contractor shall be:

Cynthia Strathmann, Executive Director
SAJE (Strategic Actions for a Just Economy)
152 West 32nd Street
Los Angeles, CA 90007
(213) 745 - 9961
cstrathmann@saje.net

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or

certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.
- C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2026** and end **March 31, 2029** ("Agreement Term"). Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

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

A. General Purpose and Requirements of Statement of Work

The ULA Protections from Tenant Harassment Program is designed to complement other United to House LA (ULA) initiatives focused on eviction prevention and housing stability. The program emphasizes collaboration with community-based organizations to educate tenants about their rights under the Tenant Anti-Harassment Ordinance (TAHO) (Los Angeles Municipal Code (LAMC) § 45.30 et seq.) and other rights. Its implementation is intended to align with and support the broader goals of ULA's Homelessness Prevention Programs through coordinated and consistent efforts.

Focused outreach and strategic engagement are central to the mission of the ULA Homelessness Prevention efforts in maintaining housing stability and avoiding displacement due to harassment tactics. Due to the complexity and multifaceted nature of TAHO complaints, the contractor must be knowledgeable of other related municipal laws, including but not limited to the Los Angeles Rent Stabilization Ordinance (LARSO) (LAMC § 151.00 et seq.), Just Cause for Eviction Ordinance (JCO) (LAMC § 165.00 et seq.), Eviction Threshold Ordinance (LAMC § 151.09 and 165.03), Economic Displacement Ordinance (LAMC § 165.09), and the Tenant Protection Act of 2019 (California Civil Code §§ 1946.2 and 1947.12).

The eligible constituents for targeted anti-harassment outreach and education are those who: 1) reside in a residential unit in the City, 2) meet the definition of a tenant under the Los Angeles Municipal Code, and 3) make an allegation that can be supported by documentation or proof sufficient to establish evidence of harassing conduct by a landlord.

Additionally, landlords of residential structures in the City may request and receive education about their rights and responsibilities and may request technical support to better ensure TAHO compliance.

B. Services To Be Provided

The Contractor shall provide contractual services identified in this section. All work is subject to prior approval by the City.

1. Outreach Plan

The Contractor shall develop a work plan and perform targeted outreach and education for the TAHO protections available to tenants, including the Los Angeles Rent Stabilization Ordinance (LARSO), Just Cause for Eviction, Eviction Threshold Ordinance, Economic Displacement Ordinance, and the Tenant Protection Act of 2019.

2. Targeted Educational Workshops

The Contractor shall conduct at minimum 25 educational workshops and targeted outreach annually to tenants residing in high-risk areas of displacement, rental

properties involving landlords who have been cited for harassment violations, or referrals to the City Attorney's Office for further enforcement. The Contractor shall provide informational materials and guidance in Taho complaint process, fact gathering, evidentiary standards, and timelines.

The Contractor shall conduct targeted outreach to properties identified by LAHD with a high number of corroborated harassment complaints. LAHD will provide a list of these properties, which will include the contact information for complainants, the number of Taho complaints filed with the Investigation and Enforcement Unit, landlords issued Administrative Citation Enforcement notices, referrals from the Taho Task Force, City Attorney, Council Offices, and other agencies to further review for potential pattern and practice harassment cases. The Contractor shall conduct targeted outreach by phone, text, mail, and/or in-person.

3. Multilingual Services

The Contractor shall engage and educate tenants by targeting outreach and education efforts toward high-displacement areas. The Contractor needs to communicate in Spanish, Korean, Armenian, Chinese, Filipino, Farsi, Cantonese, and additional languages as needed, to educate residential tenants about their rights and responsibilities under city, county, state, and federal laws.

4. Coordination and Data Sharing

The Contractor shall coordinate with LAHD in planning targeted anti- harassment activities. Various tools and resources are available to assist the Contractor in performing targeted engagement efforts, including LAHD internal complaint records, data on council districts with high Rent Escrow Account Program (REAP) inventories, neighborhoods with high Administrative Citation Enforcement Program (ACE) citation activity, and properties LAHD staff has flagged as having a high influx of complaints for harassment.

Additionally, the Contractor must be knowledgeable about specific industry trends, such as issues involving 24-Hour Notice to Enter. The Taho Task Force and the Contractor will inform/instruct each other regarding such trends.

5. Direct Tenant Support and Evidence Gathering

The Contractor shall assist tenants in documenting evidence of unlawful landlord harassment in order to substantiate allegations of harassment for legal referral by: conducting field site interviews and follow-up with tenants, assisting tenants in recording notes or logs of incidents of harassment, and gathering evidence. The Contractor shall instruct tenants on drafting a written declaration of harassment, including instruction on required elements, such as date, signature, and the circumstances of harassment. The Contractor shall also provide tenants relevant LAHD

resources, such as the Buyout Rejection Form, the Tenant Request for Repairs, and direct tenants to other self-help tools.

The Contractor shall assist the tenant in navigating LAHD services, as well as publicly accessible services. The Contractor shall instruct tenants in navigating the LAHD website to learn about housing services, such as ASK Housing email inquiry link and Property Look-Up, or to file Rent Investigation or Code Enforcement complaints, respectively. The Contractor will also provide tenants additional information concerning complaint filing with third-party agencies (LA Police Department, LA Department of Building and Safety, LA County Public Health, Housing Rights Center, and LA County Consumer and Business Affairs). As appropriate, the Contractor will instruct the tenant on technology available at LA Public Libraries that will enable the tenant to produce electronic or physical documents (Tenant Declaration, Request for Maintenance, etc.).

C. Data Collection and Reporting

The data collection is critical to help inform the program's implementation progress (for example, where harassment violations 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 reporting requirements as mandated by each funding source, which shall include but not limited to the following:

- Number and demographics of people served, including client age, race, gender, disability, single-parent status, number of people in household, and number under 18 and over 65, veteran status, survivor of DV, and number of formerly homeless people in the household, and the services rendered;
- Number of households served, tracking of rent stabilized and non-rent stabilized units;
- Type, number and outcomes of anti-harassment campaigns focused on problem properties or problem landlords;
- Number and cost of virtual Taho workshops, tenant clinics, or other Taho engagement events;
- 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.

A client intake instrument will be developed and used for eligibility determination and data gathering, and will 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.

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 the Contractor and subcontractors.

Reporting Requirements

Every month, the Contractor will report to the LAHD programmatic data, like demographics and household compositions of those served, number of tenants served, services administered, referring party, hotline calls received, as applicable. Where relevant, all data shall be disaggregated by race, family composition, sexual orientation, age, ability, gender, and location (address, zip code, and Council District).

This information includes, but is not limited to:

- Number of constituents served
- Outcomes of services provided
- Property profiles services (RSO, single-family dwelling, condominiums, etc.)
- Identify the type of TAHO enumerated harassment.
- Number of clients assisted with evidence and fact gathering (broken down by category: call, webinar, clinic, in-person meeting, virtual meeting, site visit).
- Number of residents served by location, disaggregated and searchable by service provided, race, family composition, sexual orientation, age, ability, and gender.
- Number of tenant education workshops, clinics, and other educational events by location.

The Contractor will be required to provide detailed information to the City to verify the cost of services provided, included but not limited to subcontractor agreements, bills, payroll records and other documents requested by the City. The Contractor will also be required to participate in a third-party evaluation throughout the duration of their contract term. This evaluation may assess Contractor outputs, tenant and community outcomes, processes and procedures, and other specifics outlined by the City. At the direction of the City, the third-party evaluator may work with the Contractor to establish systems for ongoing data sharing and reporting.

D. Program Goals and Outcomes

Program success will be evaluated based on the goals outlined below, with overall impact determined through outcome-based measurements.

Goal	Outcome Metrics
Conduct targeted outreach and education for Taho	<ul style="list-style-type: none"> Number of constituents served. Number of landlords served. Outcomes of services provided Types of harassment reported Number of clients assisted with evidence collection, categorized by call, webinar, clinic, in-person meeting, virtual meeting and site visit. Number of Taho cases assisted (complaint filing, complaint, evidence gathering, and site visits)
Strengthen tenant awareness by increasing understanding of legal rights and responsibilities through outreach and education.	<ul style="list-style-type: none"> Number of Tenant Education workshops, clinics, and other educational events conducted. Number of tenant harassment complaints filed with LAHD. Number of Landlord Education workshops, clinics, and other educational events held. Number of inquiries made by Landlords regarding Taho obligations and tenant harassment.

The table below represents the projected performance goals to be achieved over the course of the first one-year of the contract term.

Outcome Indicator	Minimum Threshold	Target Threshold
Properties receiving targeted outreach and education in high-displacement areas	100	125
TAHO educational workshops on legal protections, and complaint/legal process.	25	30
On-site visits and tenant support in TAHO evidence-gathering services	150	165
Distribution of multilingual flyers and tenant rights material	25,000	33,000

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Six Million Six Hundred Twenty-Six Thousand Seven Hundred Thirty Dollars and Eighteen Cents (\$6,626,730.18)**, according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement. Compensation beyond the first year of the Agreement Term is subject to funding availability and the Contractor's performance. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.
- B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall: a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

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

Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §409.A "Termination for Convenience".
8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

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

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

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

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

§421. Ownership and License

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

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

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

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

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The Contractor

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

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- 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 the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

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

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

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

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected City office, the Contractor, the Contractor’s principals, and the

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

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

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

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

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

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

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

expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

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

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

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

§442. Possessory Interests Tax

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

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide, 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 the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Contractor Data Reporting

If the Contractor is a for-profit, privately owned business, the 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 the City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by the City: the Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). The 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 the City.

§445. 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 which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 (“Directive FY12-0001”). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor’s adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

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

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

§446. Disclosure of Border Wall Contracting Ordinance

The 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 the City determines that the 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.

§447. City's Additional Remedies

The Contractor acknowledges and agrees that nothing contained in this Contract is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by the City of any cause of action that the City may have against the Contractor. The 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 the Contractor in relation to this Contract and other transactions between the City and the Contractor.

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the 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 Contract may be rejected by the City and upon rejection must be replaced by the Contractor without delay.

§449. Work Not in Scope of Services

The 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 §202 above. If it is determined that the request is outside of the scope of work, the 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 the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. 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 the Contractor's employees, any subcontractors, and the public.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. 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.

§503. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§504. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes **twenty-nine (29)** pages and **three (3)** Exhibits which 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.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Date _____

Executed this _____ day of _____, 2026

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By _____
Luz C. Santiago
Assistant General Manager

Executed this _____ day of _____, 2026

For: SAJE, a California non-profit corporation

By _____
Cynthia Strathmann
Executive Director

City Business License Number: 0002558669-0001-7

Internal Revenue Service Taxpayer Identification Number: 93-1226092

Council File/CAO File Number: ##-#####; Date of Approval: ##/##/2026

Said Agreement is Number _____ of City Contracts

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

Name: SAJE (Strategic Actions for a Just Economy) Date: _____

Agreement/Reference: Protections from Tenant Harassment - Tenant Anti-Harassment Ordinance Outreach and Education

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
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$ <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u>	<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct \$ <u>1,000,000</u> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ <u>1,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ <u>1,000,000</u>
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	\$ _____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____
<input type="checkbox"/> Pollution Liability	\$ _____
<input type="checkbox"/> _____	\$ _____
<input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	\$ _____
Other: 1) <u>Cyber Liability & Data Breach required at \$1MM per occurrence</u>	
2) <u>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.</u>	

EXHIBIT A
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, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [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.eeo@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**

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

DRAFT

PROFESSIONAL SERVICES AGREEMENT

Contractor: Southern California Housing Rights Center
Title: Eviction Defense Program and United to House LA (ULA)
Homelessness Prevention Programs – Short-Term Emergency
Assistance Services
Said Agreement is Number _____ of City Contracts

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Exhibits

Exhibit A	Required Insurance and Minimum Limits Insurance Contractual Requirements
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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Southern California Housing Rights Center (“Contractor”), a California non-profit corporation.

W I T N E S S E T H

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the “Agreement,” has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, on September 22, 2025, the City released a Request for Proposals (RFP) to select a contractor to provide Short-Term Emergency Assistance services for the Eviction Defense Program and United to House LA (ULA) Homeless Prevention Programs (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number **##-####** approved by City Council on **Month Day**, 2026 and concurred by the Mayor on **Month Day**, 2026) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Southern California Housing Rights Center, a California non-profit corporation, having its principal office at 3255 Wilshire Blvd., Suite 1150, Los Angeles, California 90010.

§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

Marcella Deshurley, Director, Rent Division
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

2. The representative of the Contractor shall be:

Chancela Al-Mansour, Executive Director
Southern California Housing Rights Center
3255 Wilshire Blvd, Suite 1150
Los Angeles CA, 90010
calmansour@housingrightscenter.org
(213) 387-8400 ext. 1111

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or Southern California Housing Rights Center
Short-Term Emergency Assistance

certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.
- C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **April 1, 2026** and end **March 31, 2029** ("Agreement Term"). Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

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

I. General Purpose and Requirements of Statement of Work

The ULA Short-Term Emergency Assistance Program is designed to prevent homelessness and promote housing stability for eligible low-income tenants in the City of Los Angeles. The program achieves this by providing short-term rental assistance to eligible tenants experiencing economic hardship. Assistance may be used to resolve rental arrears, or to make prospective payments, helping households maintain tenancy and avoid displacement. Funding allocated to the Short-Term Emergency Assistance Program shall be apportioned and prioritized for the Eligible Activities subject to the approval, discretion, and/or delegation from LAHD in accordance with the ULA Short-term Emergency Assistance Program Guidelines.

Contingent on available funding, LAHD may establish multiple application periods per year, or may accept applications on a rolling basis, during which time applications may be accepted (Application Period). The length of each Application Period shall be defined prior to its commencement. Should LAHD elect to accept applications on a rolling basis, the Application Period shall be considered indefinite. Additionally, if the rental assistance is provided as part of a pre-filing mandatory eviction diversion program, applications may be made through a referral process outside of the Application Period.

Eligible Applicants: include all tenants in the City who are low-income households, at or below 80% AMI, reside in the City, are obligated to pay rent on a residential rental dwelling, are experiencing or have experienced an economic hardship in the previous 24 months.

II. Services To Be Provided

The Contractor shall provide the contractual services identified in this section. All work is subject to prior City approval.

A. Rental Assistance Administration

- The Contractor shall administer rental assistance services on behalf of eligible tenants, in accordance with program guidelines and subject to funding availability. Rental assistance shall be directed toward preventing eviction, displacement, homelessness, and/or stabilizing tenants in new housing. All services must be reasonably likely to result in housing retention or the prevention of homelessness, as determined by documented eligibility criteria and prioritization protocols.
- 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

rental assistance/settlement, including but not limited to rent, utility payments, security deposits, and/or reasonable moving costs.

- The Contractor shall administer rental assistance funding in accordance with applicable program guidelines, funding priorities, caps, limits, and eligibility criteria to allow the tenants to sustain housing or obtain and sustain new housing, as documented through the case record.
- The Contractor shall coordinate closely with the approved eviction prevention legal services provider to ensure timely payment of negotiated rental arrears settlements.
- Train and manage personnel tasked with supporting rental assistance program operation.

B. Eligibility Determination

- The Contractor shall ensure compliance with eligibility criteria aligned with funding source requirements and conduct income verification and document eligibility determination.
- The Contractor shall assist in the prioritization of rental assistance based on the totality of tenants' circumstances with priority to: tenants who live in long-term rent stabilized units or units that are affordable based on the tenant's income; tenant households with disabled persons, seniors or 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, and other criteria as determined by the City.

C. Payment Processing

- The Contractor shall authorize and disburse rental assistance payments to the landlord, creditor, or any other obligee and maintain transparent payment workflows and reconciliation protocols.
- Contractor shall collect and retain a W9 from the landlord, creditor, or any other obligee prior to issuing any rental assistance payments.
- 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.

- Review and follow up on payment discrepancies such as checks returned, lost in the mail, reissued, fraudulent and ensure that the application payment files are updated as needed.
- Maintain a detailed record of all payments to ensure all payments are expended and do not exceed the program budget.

D. Coordination and Documentation

- The Contractor shall collaborate with legal service providers and other partners to establish a preference system that streamlines operations and enhances the delivery of services to support tenants in unlawful detainer cases and facilitate housing retention through negotiated settlements.
- The Contractor shall communicate with both tenant and landlords to obtain required eligibility documentation and ensure all documentation is complete, verifiable, and retained for audit review.
- The Contractor shall provide technical assistance to individuals applying for rental assistance.
- The Contractor shall be responsible for ensuring that each file is appropriately closed out. Program files shall be stored in accordance with all applicable federal recordkeeping rules and regulations and as required by the City.

E. Funding Source Use and Eligibility Criteria

1. Measure United to House LA (ULA) - Rental assistance may be provided as part of a pre-filing eviction diversion strategy to help tenants avoid formal eviction proceedings as part of a formal settlement agreement for the repayment of rental debt.
2. Funds may be utilized to pay debt, including rental or utility arrears, or to make prospective payments to preempt the financial impacts of hardship. The Short-Term Emergency Assistance Program provides a one-time payment for rent payments owed in arrears, or prospectively, for up to six (6) months. This support is intended to stabilize households facing eviction and ensure continuity of housing.
3. Renters eligible for rental assistance from the ULA Short-Term Emergency Assistance Program funding must meet the following

conditions, with prioritization of tenants earning below 30% AMI, seniors, persons with disabilities, and families with children:

- Be a tenant residing in the City of Los Angeles.
- Obligated to pay rent on a residential rental dwelling.
- Attest to experiencing an economic hardship in the previous 24 months.
- Provide documentation of income at or 80% of the Area Median Income (AMI) pursuant to the United States Department of Housing and Urban Development thresholds.
- Not reside in the same dwelling as their landlord.

4. Senate Bill 2 (SB 2) - Permanent Local Housing Allocation (PLHA)
- Eviction prevention rental assistance consisting of SB 2 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 of tenants at risk of homelessness. Rental assistance provided utilizing SB 2 PLHA funding must meet the following specific criteria:

- Households with combined incomes of up to 30% of the Area Median Income (AMI) are eligible for this assistance.
- Rental assistance provided by 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 six (6) months as necessary to enable an eligible renter to secure or retain housing to prevent displacement and/or homelessness.

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

1. An individual or family who:
 - a. Has an annual income below 30% of the 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 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;

III. Data Collection and Reporting

Data collection is critical to assess the program's progress and achievement of the objectives identified in the scope of work. As part of its ongoing performance monitoring and program evaluation responsibilities, the Contractor shall collect, maintain, and report data in accordance with the requirements of each funding source. Reporting shall include, but is not limited to, the following:

- Application volume - number of applications received.
- Tenant information - rental unit addresses and names of tenants approved for rental assistance.
- Household income(s) - AMI level and income details for all approved households
- Landlord information - for tenants and/or landlords determined to be eligible.
- Demographic information on applications funded for rental assistance including: Household Size, Age at Intake, Household 65 years of age or older, Household Members 18 years of age or Younger, Number People 18-24 years of age in Household, Family with Children, Single Parent Status, Gender, Race, Veteran status, Disabled, Sexual Orientation, Transgender, Domestic Violence Survivors, Number of Formerly Homeless People in Household, LA City Council District, Applicable RSO
- Application outcome - status of each application (approved, denied, pending, withdrawn).
- Funding disbursement - Funding source and total funds advanced to landlords, disaggregated by household and cumulative totals.
- Additional data - Any other data recommended by the Contractor or requested by LAHD to support program evaluation, equity analysis, or compliance review.

The Contractor shall work in partnership with the City to support qualitative and anonymized data collection efforts, including:

- Client Feedback Surveys: Design and distribution of voluntary surveys to assess program accessibility, satisfaction, and impact.
- Follow-Up Tenant Interviews: Coordination of voluntary interviews to gather insights on housing stability and service experience.
- Contractor Interviews: Participation in structured interviews to identify implementation challenges, best practices, and opportunities for system improvement.
- Maintenance of a real-time accessible database to enable ongoing program oversight by LAHD.

The Contractor will be required to participate in a third-party evaluation throughout the duration of their contract term. This evaluation may assess Contractor outputs, tenant and community outcomes, processes and procedures, and other specifics outlined by the City. At the direction of the City, the third-party evaluator may work with the Contractor to establish systems for ongoing data sharing and reporting.

Reporting Requirements

The Contractor shall submit monthly reports to LAHD detailing program expenditures, service delivery outcomes, and key performance metrics. Reports must be timely, complete, and formatted to support program oversight, equity

analysis, and funding compliance. Wherever relevant, data shall be disaggregated by race, family composition, sexual orientation, age, ability, gender, and location (address, zip code, and Council District).

These reports shall include, but are not limited to:

- Total households assisted during the reporting period by household composition.
- Types of assistance provided.
- Referring Party
- Outcomes (e.g., eviction prevented, housing stabilized)

The Contractor shall submit monthly invoices for services provided to the City. Monthly invoices must include back-up documentation for all costs submitted for reimbursement, and Contractor shall provide detailed information to the City to verify the cost of services provided, included but not limited to any subcontractor agreements, bills, payroll records and other documents requested by the City. Only those items in the approved budget, or an approved amendment, will be eligible.

The Contractor shall prepare and provide reports regarding the Short-Term Emergency Assistance Program outcomes and a final summary, evaluation and closeout reports as requested.

IV. Program Goals and Outcomes

Program success will be assessed through measurable outcomes that reflect the effectiveness of short-term emergency rental assistance in preventing displacement and promoting housing stability for lower-income households experiencing economic hardship. The Contractor shall track and report the following indicators monthly and cumulatively to evaluate program impact:

Goal	Outcome Metrics
Prevent displacement and foster housing stability for lower-income households by mitigating the effects of economic hardship on households by providing short-term emergency rental assistance	<ul style="list-style-type: none">• Number of applications processed• Number of applications funding approved• Number of funding applications that did not receive funding• Average household income of approved applications

	<ul style="list-style-type: none"> • Amount of funding and duration of assistance requested and approved
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The table below represents the projected performance goals to be achieved over the course of the first one-year of the contract term. However, program metrics may be revised in accordance with direction from LAHD, the ULA Citizen's Oversight Committee, and the City Council, and subject to program guidelines and funding approved.

Outcome Indicator	Target Threshold
Households assisted with short-term emergency rental assistance through the yearly funding allocation	1,650

III. PAYMENT

§301. Compensation and Method of Payment

A. The total Agreement price shall not exceed Forty-Two Million One Hundred Forty-Six Thousand One Hundred Sixty-One Dollars and Sixty-Four Cents (\$42,146,161.64).

Of the Forty-Two Million One Hundred Forty-Six Thousand One Hundred Sixty-One Dollars and Sixty-Four Cents (\$42,146,161.64) contemplated under this Agreement, up to Xxxxx Dollars (\$##,##,##.##) shall be disbursed for rental and income assistance and Xxxxx Dollars (\$#,##,##) shall be expended on performing the various services required under this Agreement.

B. Of the total amount paid under this Agreement, the Contractor may request the approval of advance payment from the City in an amount not to exceed Xxxxx Dollars (\$##,##,##.##) to assist qualifying tenants eligible for rental aid and income assistance payments. The Contractor in receipt of advance payment(s) authorized by the City shall provide LAHD with supporting documentation for all reasonable and allowable rental assistance payments incurred and unallowable expenditures are to be immediately returned.

C. The Contractor shall submit weekly invoices to LAHD. Each weekly invoice shall: a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for Southern California Housing Rights Center Short-Term Emergency Assistance

all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the **week**. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

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

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

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

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

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall

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be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

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

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

§403. Time of Effectiveness

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

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

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude

- a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).
 - b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor’s ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §409.A “Termination for Convenience”.

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Independent Contractor

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

§411. Contractor's Personnel

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

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

§412. Assignment and Delegation

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

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

§413. Permits

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

restrictions of licenses, permits, certificates, or other documents that relate to the Contractor's performance of this Contract.

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

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

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

§417. Bonds

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

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor shall defend,

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

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

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

§421. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic

designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Contractor or its Subcontractors under this Contract (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. The Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City’s ownership of rights provided herein.

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

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

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

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

§422. Data Protection

- A. The Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City’s satisfaction. The

Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

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

§423. Insurance

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

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

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

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

A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any

of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- 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 the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

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

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

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

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at Southern California Housing Rights Center Short-Term Emergency Assistance

<https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

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

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

Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

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

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

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

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

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

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

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

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and

Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

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

§442. Possessory Interests Tax

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

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide, 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 the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to

obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Contractor Data Reporting

If the Contractor is a for-profit, privately owned business, the 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 the City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by the City: the Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). The 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 the City.

§445. 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 which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 (“Directive FY12-0001”). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor’s adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City’s approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole

or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
- c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

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

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

§446. Disclosure of Border Wall Contracting Ordinance

The 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 the City determines that the 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.

§447. City’s Additional Remedies

The Contractor acknowledges and agrees that nothing contained in this Contract is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver

by the City of any cause of action that the City may have against the Contractor. The 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 the Contractor in relation to this Contract and other transactions between the City and the Contractor.

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the 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 Contract may be rejected by the City and upon rejection must be replaced by the Contractor without delay.

§449. Work Not in Scope of Services

The 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 §202 above. If it is determined that the request is outside of the scope of work, the 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 the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. 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 the Contractor's employees, any subcontractors, and the public.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. 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

Southern California Housing Rights Center
Short-Term Emergency Assistance

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.

§503. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§504. 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 **thirty-two (32)** pages and **three (3)** Exhibits which 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.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

Executed this _____ day of _____, 2026

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Date _____

By _____
Luz C. Santiago
Assistant General Manager

Executed this _____ day of _____, 2026

For: Southern California Housing Rights Center, a California non-profit corporation

By _____
Chancela Al-Mansour
Executive Director

City Business License Number: 0000948688-0001-6

Internal Revenue Service Taxpayer Identification Number: 95-2572642

Council File/CAO File Number: ##-####; Date of Approval: ##/##/2026

Said Agreement is Number _____ of City Contracts

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

Name: Southern California Housing Rights Center Date: _____

Agreement/Reference: Short-Term Emergency Assistance

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<input checked="" type="checkbox"/>	General Liability <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Sexual Misconduct \$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ <u>1,000,000</u>
<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company) <input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk \$ _____
<input type="checkbox"/>	Pollution Liability _____	\$ _____
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds <input type="checkbox"/> Crime Insurance	100% of the contract price \$ _____

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

EXHIBIT A
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, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [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.eeo@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**

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

DRAFT