

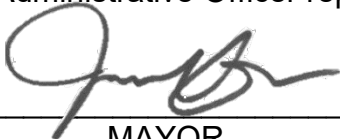
0220-00540-1732

TRANSMITTAL

TO The Council	DATE 9/4/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Proposed First Amendment to Contract No. C-137663
with Abt Global LLC, DBA Abt Global Impact LLC.,
for Audit Services for the Accessible Housing Program**

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



MAYOR
(Jenny Delwood for)

MWS:CV:02260024c



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

To: The Mayor	Date: 09-04-25	C.D. No.: --	CAO File No.: 0220-00540-1732
Contracting Department/Bureau: Los Angeles Housing Department		Contact: Eric Claros (323) 273-5356	
Reference: Los Angeles Housing Department transmittal dated August 26, 2025; Received by the City Administrative Officer on August 27, 2025; Additional information received through September 3, 2025.			
Purpose of Contract: To provide audit services for the Accessible Housing Program			
Type of Contract: () New contract (x) Amendment, Contract No. C-137663		Contract Term Dates: October 31, 2020 through October 30, 2027 with an option to renew for an additional two-year contract term	
Contract/Amendment Amount: \$1,920,000			
Proposed amount \$ 1,920,000 + Prior award(s) \$ 4,800,000 = Total \$ 6,720,000			
Source of funds: Accessible Housing Fund 10D			
Name of Contractor: Abt Global LLC dba Abt Global Impact LLC			
Address: 6130 Executive Boulevard, Rockville, Maryland 20852			
	Yes	No	N/A
1. Council has approved the purpose	x		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed	x		
4. Proposals have been requested	x		
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 0 %			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			x
9. Equal Benefits & First Source Hiring Ordinances			x
10. Contractor Responsibility Ordinance		x	
11. Disclosure Ordinances		x	
12. Bidder Certification CEC Form 50		x	
13. Prohibited Contributors (Bidders) CEC Form 55		x	
14. California Iran Contracting Act of 2010		x	

RECOMMENDATIONS

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

1. Execute an amendment to City Contract No. C-137663 with Abt Global LLC dba Abt Global Impact LLC. for audit services for the Management, Education, and Compliance (MCE) components of the Accessible Housing Program (AChP), to increase the compensation amount by \$1,920,000 from \$4,800,000 to \$6,720,000, in substantial conformance with the attached draft amendment, subject to the review and approval of the City Attorney as to form and contractor compliance with the City's contracting requirements; and,
2. Prepare Controller instructions and any technical adjustments consistent with the Mayor and Council actions related to this matter, subject to the approval of the City Administrative Officer.

 CV Analyst 02260024		 for City Administrative Officer
--	--	--

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute an amendment to Contract No. C-137663 with Abt Global LLC dba Abt Global Impact LLC. (Contractor) for audit services for the Accessible Housing Program (AcHP), to increase the maximum allowable compensation by \$1,920,000 from \$4,800,000 to \$6,720,000. On October 31, 2020, the LAHD executed Contract No. C-137663 with the Contractor to provide audit services for five years from October 31, 2020, through October 30, 2025, with an option to extend for up to two additional two-year terms, with a compensation amount not to exceed \$4,800,000. The proposed amendment increases the maximum allowable compensation amount by \$1,920,000 from \$4,800,000 to \$6,720,000 and exercises the first option to extend the contract term for two years through October 30, 2027.

On October 21, 2020, the Mayor and the Council (C.F. 20-1282) authorized the LAHD to execute a contract for audit services for AcHP as required under the Amended Corrected Settlement Agreement with the private plaintiffs in the case of Independent Living Center of Southern California, et al. v. City of Los Angeles (United States District Court Case CV12-0551). The 2025-26 Adopted Budget includes \$960,000 for this purpose. The LAHD will request funding for subsequent years through the annual budget process.

It should be noted the Contractor has not submitted the necessary compliance documents through the Regional Alliance Marketplace for Procurement. Prior to contract execution, the LAHD should collect and verify contract compliance documentation for the Equal Benefits Ordinance and First Source Hiring Ordinance.

Pursuant to Charter Section 1022, the Personnel Department determined that City classifications have the necessary qualifications to perform the work. However, this Office determined it is more feasible to contract because the services are intermittent in nature and exceed staffing availability. The proposed amendment does not change or add to the original scope of work.

FISCAL IMPACT STATEMENT

Funding for the proposed amendment is included in the Accessible Housing Fund 2025-26 Special Purpose Fund Schedule. Funding for the second year of the contract is subject to approval by the Mayor and Council through the annual budget process. The City's financial obligation will be limited to funds appropriated for this purpose. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

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

MWS:CV:02260024c

Attachments

City of Los Angeles

Tiena Johnson Hall, General Manager
Tricia Keane, Executive Officer

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



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

housing.lacity.gov

Karen Bass, Mayor

August 26, 2025

Council File: 20-1282
Council Districts: Citywide
Contact Person/s:
Eric Claros (323) 273-5356

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

Attn: Legislative Coordinator

EXECUTIVE DIRECTIVE 3 TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A FIRST AMENDED AND RESTATED AGREEMENT TO EXERCISE THE OPTION TO EXTEND CITY CONTRACT C-137663 WITH ABT GLOBAL LLC DBA ABT GLOBAL IMPACT LLC (SUCCESSOR IN INTEREST TO ABT ASSOCIATES, INC.) FOR A TWO-YEAR TERM ENDING ON OCTOBER 30, 2027 AND ADD FUNDING, TO PROVIDE MANDATORY EXPERT AUDITOR SERVICES FOR THE ACCESSIBLE HOUSING PROGRAM

SUMMARY

In accordance with Executive Directive 3, the General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal. LAHD issued a Request for Proposals (RFP) on August 7, 2020, for the audit services required pursuant to the Amended Corrected Settlement Agreement (ACSA) that the City of Los Angeles (City) entered into with the private plaintiffs in the case of *Independent Living Center of Southern California, et al. v. City of Los Angeles* (United States District Court Case CV12-0551) (ILCSC lawsuit). After a thorough review of proposals, Abt Global LLC dba Abt Global Impact LLC (successor in interest to Abt Associates, Inc. (Abt)) received the highest score and was selected. Abt entered into a five-year contract with the City from October 31, 2020, through October 30, 2025, with an option to extend for up to two additional two-year terms. Through this transmittal, LAHD requests authority to execute a First Amended and Restated Agreement to City Contract C-137663 to exercise the first of two options to extend the contract term for two years to October 30, 2027, and to increase the contract amount by \$1,920,000, to continue to provide expert auditor services for the Accessible Housing Program (AcHP) as required under the ACSA.

RECOMMENDATIONS

- I. That the Mayor review this transmittal for further action and:
 - a. Authorize the General Manager of LAHD, or designee, to execute a First Amended and Restated Agreement to City Contract C-137663 with Abt to exercise an option to extend the contract term for two years through October 30, 2027, and to add \$1,920,000 in funding for a new total contract amount not to exceed \$6,720,000, to continue

Equal Opportunity Employer

the required ongoing expert auditor services provided by Abt, subject to contractor's performance, availability of funding, and the approval of the City Attorney as to form, in substantial conformance to the draft document attached (see Attachment A).

- b. Authorize the General Manager of LAHD, or designee, to prepare Controller's instructions and make any technical adjustments consistent with the Mayor's action on this matter, subject to the approval of the City Administrative Officer, and that the Controller be instructed to implement these instructions.

BACKGROUND

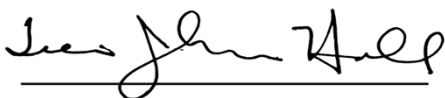
The ACSA with private plaintiffs in the ILCSC lawsuit requires that the City annually collaborate with the plaintiffs and court monitor to develop a Monitoring, Compliance, and Enforcement (MCE) Plan. The MCE Plan requires a random selection of projects be audited by an outside expert auditor, to identify possible compliance issues. This auditor also works with AcHP staff to develop effective compliance and enforcement protocols as well as to train City staff and partners. Abt provides this required outside expert auditing in compliance with the ACSA and consistent with the MCE Plan guidance.

City Contract C-137663 with Abt contains a provision for two optional two-year contract extensions based upon performance. Abt's performance has been satisfactory, and it is necessary to extend the Abt contract to continue audit services in order for the City to be in compliance with the ACSA. Failure to maintain compliance with the ACSA subjects the City to the potential for court-ordered sanctions. The actions outlined in this transmittal will enable LAHD to ensure adherence with the legally mandated requirements of the ACSA and successfully implement the requirements of AcHP.

FISCAL IMPACT

There is no additional fiscal impact to the General Fund through the recommendations in this report. Funding for the first year of the contract extension was approved in the City's budget for Fiscal Year 2025-26. Funding for the second year of the contract extension will be included in future fiscal year budget requests.

Approved By:

A handwritten signature in black ink, appearing to read "Tiena Johnson Hall", is written over a horizontal line.

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - Abt_C-137663 1st AR_Draft

FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

Contractor: Abt Global LLC dba Abt Global Impact LLC (successor in interest to Abt Associates, Inc.)

Title: Accessible Housing Program – Expert Auditor Services

Said Agreement is Number C-137663 of City Contracts

Table of Contents

I.	INTRODUCTION	3
§101.	Parties to the Agreement	3
§102.	Representatives of the Parties and Service of Notices.....	3
§103.	Conditions Precedent to Execution of This Agreement	4
II.	TERM AND SERVICES TO BE PROVIDED	4
§201.	Time of Performance.....	4
§202.	Services to be Provided by the Contractor.....	5
III.	PAYMENT	9
§301.	Compensation and Method of Payment	9
IV.	STANDARD PROVISIONS	10
§401.	Construction of Provisions and Titles Herein	10
§402.	Applicable Law, Interpretation and Enforcement	10
§403.	Time of Effectiveness	10
§404.	Integrated Contract.....	11
§405.	Amendment	11
§406.	Excusable Delays	11
§407.	Waiver	12
§408.	Suspension	12
§409.	Termination.....	12
§410.	Independent Contractor.....	14
§411.	Contractor's Personnel.....	14
§412.	Assignment and Delegation	15
§413.	Permits	15
§414.	Claims for Labor and Materials	15
§415.	Current Los Angeles City Business Tax Registration Certificate Required.....	15
§416.	Retention of Records, Audit, and Reports.....	15
§417.	Bonds.....	16
§418.	Indemnification	16
§419.	Intellectual Property Indemnification	16
§420.	Intellectual Property Warranty	17
§421.	Ownership and License	17
§422.	Data Protection	18
§423.	Insurance.....	18
§424.	Best Terms.....	19
§425.	Warranty and Responsibility of Contractor.....	19
§426.	Mandatory Provisions Pertaining to Non-Discrimination in Employment	19
§427.	Child Support Assignment Orders	19
§428.	Living Wage Ordinance.....	20
§429.	Service Contractor Worker Retention Ordinance	20
§430.	Access and Accommodations.....	20
§431.	Contractor Responsibility Ordinance	21
§432.	Business Inclusion Program.....	21
§433.	Slavery Disclosure Ordinance.....	21
§434.	First Source Hiring Ordinance.....	21
§435.	Local Business Preference Ordinance	21
§436.	Iran Contracting Act	22
§437.	Restrictions on Campaign Contributions and Fundraising in City Elections	22
§438.	Contractors' Use of Criminal History for Consideration of Employment Applications	22

§439.	Limitation of City’s Obligation to Make Payment to Contractor	23
§440.	Compliance with Identity Theft Laws and Payment Card Data Security Standards	23
§441.	Compliance with California Public Resources Code Section 5164	23
§442.	Possessory Interests Tax.....	24
§443.	Confidentiality	24
§444.	Contractor Data Reporting	24
§445.	Conflict of Interest.....	24
§446.	Disclosure of Border Wall Contracting Ordinance	27
§447.	City’s Additional Remedies.....	27
§448.	Payment Does Not Imply Acceptance of Work	27
§449.	Work Not in Scope of Services	27
§450.	Compliance with Current Applicable Safety Protocols and Laws	27
V.	ENTIRE AGREEMENT	28
§501.	Complete Agreement	28
§502.	Counterparts and Electronic Signatures.....	28
§503.	Ratification Clause.....	28
§504.	Number of Pages and Attachments	28
VI.	SIGNATURE PAGE	29

Exhibits

Exhibit A	Required Insurance and Minimum Limits Insurance Contractual Requirements
Exhibit B	Notice of Prohibition Against Retaliation
Exhibit C	Professional Fee Schedule
Exhibit D	Scope of Work

FIRST AMENDED AND RESTATED
AGREEMENT NUMBER C-137663 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
ABT GLOBAL LLC DBA ABT GLOBAL IMPACT LLC

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Abt Global LLC dba Abt Global Impact LLC (successor in interest to Abt Associates, Inc.) (“Contractor”), a Delaware limited liability company.

This Agreement completely amends, restates and replaces in its entirety that certain City of Los Angeles Contract Number C-137663 executed by the City Clerk on December 20, 2020 (Contract C-137663). Contract C-137663 is being amended and restated in order to add additional funds and extend the term as set forth below.

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, pursuant to a Corrected Settlement Agreement (hereinafter “CSA”) in the lawsuit titled *Independent Living Center of Southern California, et al. vs. City of Los Angeles, et al.*, the City is obligated to ensure that Covered Housing Developments comply with fair housing and disability rights laws with specific obligations set out in the CSA; and

WHEREAS, pursuant to the CSA, the City has adopted a Monitoring, Compliance and Enforcement Plan (hereinafter “MCE Plan”) to ensure that Covered Housing Developments comply with management policies to ensure accessibility; and

WHEREAS, as part of the MCE Plan, the City is required to audit Covered Housing Developments to determine their compliance with the CSA and the MCE plan and has agreed to retain a qualified consultant to conduct the audits; and

WHEREAS, LAHD will contract with a qualified consultant to conduct the audits of the aforementioned Covered Housing Developments to ensure compliance with the CSA; 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 August 7, 2020, the City released a Request for Proposals (RFP) to select a contractor to provide expert auditor services for the Accessible Housing Program (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, on October 20, 2020 and November 2, 2020, City Council and the Mayor approved the execution of a contract (C-137663) with the Contractor to provide the Services for an amount not to exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000), for a term of five (5) years commencing on October 31, 2020 and ending on October 30, 2025, with the option to extend for up to two additional two-year terms (Council File Number 20-1282); and

WHEREAS, the City and the Contractor are desirous of amending and restating Contract C-137663 as authorized by the City Administrative Officer (CAO) and the Mayor (refer to CAO Report Number 0220-00540-#### dated Month Day, 2025), which authorizes the General Manager of LAHD to amend Contract C-137663 for the purpose(s) of: (a) adding additional funds in the amount of **One Million Nine Hundred Twenty Thousand Dollars (\$1,920,000)** for a new total of **Six Million Seven Hundred Twenty Thousand Dollars (\$6,720,000)**; (b) extending the term of the Agreement by two (2) years through October 30, 2027; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this 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 Abt Global LLC dba Abt Global Impact LLC, a Delaware limited liability company, having its principal office at 6130 Executive Boulevard, Rockville, Maryland 20852.

§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:

Tricia Keane, Executive Officer
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

Eric Claros, Director, Accessible Housing Program
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

- 2. The representative of the Contractor shall be:

Melissa Ashcraft, Vice President of Contracts and Procurement
Abt Global LLC
6130 Executive Boulevard

Rockville, MD 20852
Lisa_Ashcraft@abtassoc.com
(###) ###-####

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.

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 **October 31, 2020** and end **October 30, 2027**, with the option to renew for up to one (1) additional two-year contract 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. Triggered Audits (MCE Plan Section II.C.3.i (a)-(j)):

Triggered audits are to be performed on those Covered Housing Developments that have been identified by the City or the Monitor as not complying with significant specified CSA obligations. Audits can be triggered by:

1. Review of Quarterly Reports and related information, including Information contained in the Quarterly Reports and/or trends in the Quarterly Reports.
2. Identified trends in covered properties sharing the same Owner and/or Property Management Agents.
3. Failure of an Owner or Property Management Agent to attend a training or refresher training.
4. Grievances and/or trends in grievances.
5. Repetitive, continued or serious noncompliance with City requirements or Policies.
6. Review of Reasonable Accommodation/Reasonable Modification logs, and provision of effective communication responses.
7. Review of PMPs and marketing efforts or failure to submit an updated PMP or conduct adequate marketing.
8. Notification of HUD Complaints or Fair Housing Lawsuits filed against the property.
9. Noncompliance with reporting, website posting, and registry obligations.
10. Renting vacant accessible units to people who do not need the features.

B. Survey Audits (MCE Plan Section II.C.3.i (k)):

Survey Audits are audits that are done on a random or selected basis of Housing Developments, pursuant to a Survey Audit Plan developed by the eventual contractor and approved by the Monitor, not as a result of triggering events.

The Expert Auditor (contractor) shall be responsible for the following services including but not limited to:

- A. Developing the materials listed in this paragraph for triggered audits by March 1, 2020, in compliance with the CSA and Section II(C)(3) of the MCE Plan. A draft of the triggered audit materials shall be developed no later than February 15, 2021 and provided to the Parties and the Court Monitor for review and approval prior to finalization by March 1, 2021.
- B. Developing the materials listed in this paragraph for survey audits by March 1, 2021, in compliance with the CSA and Section II(C)(3) of the MCE Plan. A draft of the survey audit materials shall be developed no later than February 15, 2021 and provided to the Parties and the Court Monitor for review and approval prior to finalization by March 1, 2021.
1. For Triggered audits: The contractor will be required to develop a process for weighting triggering events for audit priority-setting purposes, including recommendations on what events, number of events, or combinations of events will trigger an audit and how the City or Monitor should determine if a triggering event has occurred.
 2. For Survey Audits: The contractor will be required to develop a Survey Audit Plan, which shall be provided to the Parties and the Monitor by March 15, 2021 for review and approval by April 1, 2021. The Survey Audit Plan shall:
 - a. Include a process for selection of properties subject to Survey Audits and for determination of the number of properties to be surveyed annually to get an appropriate sample size. Survey audits should be done in a quantity to ensure that all properties are surveyed by the end of the CSA period.
 - b. Be designed to annually report on a cross-section of Covered Housing Developments, with attention to: geographic location; age of property and number/variety of unit sizes; funding/eligibility restrictions (e.g., units set aside or prioritized for seniors, veterans, people who are chronically homeless or are HIV+); affordability; variety of property management companies or in-house management by size and other factors; new construction and buildings that have been or will be retrofit; and other appropriate variables; and
 - c. Provide the Monitor and the Parties—by October 31 of each year—a proposed list of properties to be surveyed during the following calendar year.
 3. For all Audits (Triggered and Survey): The contractor will be required to develop:
 - a. Checklists and manuals describing the steps to be taken during each audit, including, pursuant to MCE Plan Section II.C.3.ii, at a minimum:
 - (1) Conducting a Site Visit of the Covered Property (COVID issues to be addressed);

- (2) Reviewing records that support information contained in the Required Documents and Quarterly Reports;
 - (3) Reviewing records relating to the Audit triggering event;
 - (4) Conducting Interviews with Owners, Property Management Agents and other Covered Property staff;
 - (5) Corroborating compliance with selected interviews or surveys of tenants and applicants on wait lists, with lease addendums, and in covered units, and other tenants and applicants as relevant; and
 - (6) Further investigation as needed.
- b. A written checklist of documents to be reviewed in connection with each audit, identifying which are mandatory for each audit and which are discretionary, including but not limited to:
- (1) Documents identified in MCE Plan Sections II(B), (C), (D), (F) and (G).
 - (2) Data available from the AcHP database and files
 - (3) Correspondence between AcHP and Property, including any Corrective Action Plans and responses.
 - (4) Current leasing records, leases, and lease addendums.
 - (5) Owner/manager contracts.
 - (6) Rental Application and lottery files.
 - (7) Funding sources and occupancy and rental restrictions, including affordability levels (which may be found in AcHP documents, regulatory documents from City or in recorded documents).
 - (8) Information from the City and the property identifying purported and certified accessible units and status of accessibility certificates and retrofits, with information on bedroom sizes and accessibility type.
 - (9) Web Registry information.
- c. A plan for collecting audit data in its own database and coordinating that data with the City's Comprehensive AcHP database, so that it will be available to the Monitor, the Parties and the Court for monitoring and reporting purposes.

- d. Procedures for notifying Covered Housing Developments and tenants and applicants of upcoming audits, including notices in accessible and alternative formats as needed, and specifying what information, if any, Housing Developments must supply to the Expert Auditor in advance.
- e. A protocol for selection or identification of management staff, residents and applicants who will be interviewed in connection with each property and guidelines for the interviews. Interviews will include but not be limited to: (a) interviews of Housing Development owners, Property Management Agents and other staff; (b) interviews of tenants and applicants for housing; and (c) other appropriate third parties. The purpose of the interviews is to corroborate reported information related to compliance and obtain other information related to compliance or noncompliance.

A specific protocol shall be included for interviewing tenants and applicants that describes how disability related information will be addressed in a lawful, respectful, and non-invasive manner and that will reduce tenant and applicant fears of retaliation or eviction.

The guidelines should address interviewing non-English speaking tenants and applicants, as well as translators, and use of reasonable accommodations and effective communication auxiliary aids and services for people with disabilities as needed. As necessary, staff of the Audit Expert shall be trained on disability law, reasonable accommodations, and effective communications.

- f. A completed check list form and report template for reporting to the Monitor and the Parties to document individual property findings, and recommend corrective actions and/or enforcement actions on each property, which may include photos as appropriate.

C. Conducting any field testing that may be necessary.

D. Conducting timely Audits Triggered by an Audit-Triggering Event, in the developed weighted order.

E. Annually, conducting Survey Audits on a random or selected basis of Housing Developments, pursuant to the Survey Audit Plan approved by the Monitor, that are not as a result of triggering events.

F. Auditing Expert Reporting Requirements

- 1. Prepare and submit to AcHP, Monitor, and Plaintiffs' Counsel an Audit Report that includes the completed checklist and a written or electronic report of findings, and any recommended corrective actions and/or enforcement actions, within 30 days following each audit of a Housing Development.

2. Beginning June 30, 2021, prepare and submit to AcHP, Court Monitor and Plaintiffs' Counsel a semi-annual report providing statistical evidence regarding compliance (in connection with the City's comprehensive AcHP database) and identifying any trends, concerns, or suggestions for improvement or modification in the MCE Plan, City Monitoring, the Survey and Trigger Audit processes or the Audit Plan, or other related matters.

The detailed Scope of Work is attached hereto as Exhibit "D" and incorporated herein by reference.

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 Seven Hundred Twenty Thousand Dollars (\$6,720,000)**, according to Exhibit C – Professional Fee Schedule, subject to the availability of funds. 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. 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. Any and all direct expenses must be documented and will be paid only in conformance with City policy 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. Contractor shall be paid within 30 calendar days of an approved 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. Notwithstanding the foregoing, this provision shall not require the Contractor to violate the terms of any preexisting federal contracts.
- 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.

The City has approved the use of the following Subcontractors: Vital Research and E&A Team Inc. The Contractor shall not use any additional Subcontractors to assist in performance of this Contract without the prior written approval of the City. 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. Notwithstanding the foregoing, this provision shall not require the Contractor to violate the terms of any preexisting federal contracts.

§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 # C-137663. 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 **four (4)** 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:

Executed this ____ day of _____, 2025

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Deputy/Assistant City Attorney

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

Date _____

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

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Executed this ____ day of _____, 2025

Date _____

For: ABT GLOBAL LLC DBA ABT
GLOBAL IMPACT LLC, a
Delaware limited liability company

By _____
Melissa B. Ashcraft
Vice President, Contracts and
Procurement

City Business License Number: 0003217960-0001-6

Internal Revenue Service Taxpayer Identification Number: 04-2347643

Council File/CAO File Number: ##-####; Date of Approval: ###/###/2025

Said Agreement is Number C-137663 of City Contracts

Abt Global LLC dba Abt Global Impact LLC
First Amended and Restated C-137663

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

Name: Abt Global LLC dba Abt Global Impact LLC (successor in interest to Abt Associates, Inc.) Date: 7/22/2020

Agreement/Reference: AcHP expert auditor services

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

Limits

<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 type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<hr/>		
<input checked="" type="checkbox"/>	General Liability	
	<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____
		\$ <u>1,000,000</u>
<hr/>		
<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
<hr/>		
<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>
<hr/>		
<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"/> _____
<hr/>		
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<hr/>		
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California. 2) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

EXHIBIT 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.eeoe@lacity.org.

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

EXHIBIT C PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

Abt Associates		Accessible Housing Program – Expert Auditor Services								
		Period of Performance: 11-16-20 to 11-15-25								
NAME, PROJECT ROLE/TITLE	BILLING CATEGORY	YEAR 1 BILLING RATE	YEAR 2 BILLING RATE	YEAR 3 BILLING RATE	YEAR 4 BILLING RATE	YEAR 5 BILLING RATE	TOTAL ALL YEARS			
							% FTE	# Years	Hours	Price
Nichole Fiore, Sr Assoc/Scientist	Los Angeles Housing Lead	\$164.32	\$169.25	\$174.32	\$179.55	\$184.94	2%	5	142	\$24,146
Jeffrey Lubell, Princ Assoc/Scientist	Principal Investigator	\$322.03	\$331.69	\$341.64	\$351.89	\$362.45	14%	5	1308	\$445,623
Eric Friedman, Sr Assoc/Scientist	Project Director	\$169.95	\$175.05	\$180.30	\$185.71	\$191.28	32%	5	2914	\$523,851
Gretchen Locke, Princ Assoc/Scientist	Project Quality Advisor	\$239.62	\$246.80	\$254.21	\$261.83	\$269.69	2%	5	172	\$43,554
Meryl Finkel, Princ Assoc/Scientist	Housing Portfolio Manager	\$278.43	\$286.79	\$295.39	\$304.25	\$313.38	1%	5	66	\$19,409
Thomas McCall, Sr Pgrmr Analyst	Senior Programmer	\$141.71	\$145.96	\$150.34	\$154.85	\$159.49	4%	5	360	\$54,169
Judy Geyer, Sr Assoc/Scientist	Research Methods Expert II	\$210.69	\$217.01	\$223.52	\$230.23	\$237.13	5%	5	504	\$112,602
Hannah Thomas, Assoc/Scientist	Research Methods Expert I	\$153.82	\$158.44	\$163.19	\$168.09	\$173.13	15%	5	1408	\$229,327
Senior Analyst	Sr Research Analyst	\$115.67	\$119.14	\$122.71	\$126.39	\$130.18	3%	5	240	\$29,190
Analyst	Research Analyst	\$88.44	\$91.10	\$93.83	\$96.64	\$99.54	12%	5	1084	\$101,120
Research Assistant	Research Assistant	\$65.50	\$67.47	\$69.49	\$71.58	\$73.72	8%	5	700	\$48,687
Project Financial Analyst	Financial Specialist	\$103.11	\$106.20	\$109.39	\$112.67	\$116.05	5%	5	480	\$52,554
Production/ Graphics	Editor Graphic Specialist	\$112.97	\$116.36	\$119.85	\$123.45	\$127.15	2%	5	168	\$20,097
LABOR TOTAL									9546	\$1,704,330
E&A, Larry Fleming, Subcontractor Labor #1	Subject Matter Expert I	\$351.78	\$351.78	\$351.78	\$351.78	\$351.78	3%	5	295	\$103,776
E&A, Gary Kirkman, Subcontractor Labor #2	Subject Matter Expert I	\$351.78	\$351.78	\$351.78	\$351.78	\$351.78	3%	5	245	\$86,187
E&A, Mark English, Subcontractor Labor #3	Subject Matter Expert II	\$410.41	\$410.41	\$410.41	\$410.41	\$410.41	1%	5	106	\$43,504
E&A, Lori Reynolds, Subcontractor Labor #4	Operations Manager	\$351.78	\$351.78	\$351.78	\$351.78	\$351.78	0%	5	5	\$1,759
E&A, Leah May, Subcontractor Labor #5	Operations Specialist	\$234.52	\$234.52	\$234.52	\$234.52	\$234.52	15%	5	1391	\$326,220
E&A, Auditors (2-3), Subcontractor Labor #6	Auditor	\$87.95	\$87.95	\$87.95	\$87.95	\$87.95	154%	5	14249	\$1,253,177
Vital Research, Cathy Coddington, Senior Researcher	Senior Researcher	\$227.25	\$234.07	\$241.09	\$248.32	\$255.77	2%	5	149	\$36,139
Vital Research, Vnthia Wfiantana, Research Associate	Research Associate	\$155.49	\$160.15	\$164.96	\$169.91	\$175.00	34%	5	3166	\$521,584
Vital Research, Karilyn Mauerman, Research Assistant	Research Assistant	\$107.65	\$110.87	\$114.20	\$117.63	\$121.16	7%	5	638	\$73,184
Vital Research, Valerie Ballenger, HR Manager	HR Manager	\$95.68	\$98.56	\$101.51	\$104.56	\$107.69	2%	5	160	\$16,012
Vital Research, Diana Dominguez, Administrative Assistant	Administrative Assistant	\$89.70	\$92.40	\$95.17	\$98.02	\$100.96	2%	5	196	\$18,669
Vital Research, TBD, Interviewers	Interviewer	\$79.84	\$82.24	\$84.71	\$87.25	\$89.86	63%	5	5872	\$499,353
E&A	Auditor Equipment						0%	5	0	\$5,000
E&A	Accounting Costs						0%	5	0	\$18,000
Vital Research	Other Direct Costs						0%	5	0	\$77,385
Subcontract Subtotal									26472	\$3,079,948
SUBCONS TOTAL									26472	\$3,079,948
OTHER DIRECT COSTS (OPEN MARKET)										
Abt Travel	Details									\$13,027
ODC TOTAL										\$13,027
Total Direct										\$4,797,305
ODC and Handling Charge G&A		20.69%	20.69%	20.69%	20.69%	20.69%				\$2,695
Total Indirect										\$2,695
TOTAL PRICE										\$4,800,000

Terms and Conditions

- The Contractor's proposal is firm for a period of 120 days from the date of submission of this proposal.
- The budget contained in this proposal assumes a starting date of November 16, 2020 and an end date of November 15, 2025.
- The Contractor's budget further assumes a Time & Materials contract.

[illegible]

EXHIBIT D

SCOPE OF WORK

Kickoff Meeting: The Abt team shall work to schedule a kickoff meeting within two weeks of contract award with the Court Monitor, the City, and Plaintiffs' Counsel to discuss in detail the requirements for the triggered and survey audits and the timeline for initial deliverables. The meeting shall cover the audit components as outlined in the RFP, the CSA, and the MCE Plan and review how our team's audits shall build upon, supplement, and evaluate the reviews and site visits performed by City staff, and how the audits shall evaluate the compliance of the covered properties. We shall want to review requirements for notifications to Covered Housing Developments and tenants of upcoming audits, as well as the approach and selection protocols for the in-person or remote interviews of property managers, tenants, applicants, and any other appropriate third parties.

The team shall confirm what information and documents are available from the City's Accessible Housing Program database (AChP) and discuss how updates between our audit database and AChP shall be coordinated during the project and what exactly those updates should contain. Until the AChP database is operational, and as necessary throughout the audit process, City staff shall provide Abt with any necessary documents. We shall discuss the Court Monitor, the City, and Plaintiffs' thoughts and input on triggering events – or indicators that Covered Housing Developments may not be in compliance with CSA obligations – for triggered audits and discuss available data to identify triggering events. We shall also discuss considerations for the sampling plan for survey audits, such as:

- whether the goal is to audit all covered properties over the course of the five-year project, or if a random selection of properties each year shall better promote compliance by ensuring that all properties continue to face the prospect of an audit, even after their initial audit has been completed.
- possible efficiencies in auditing multiple properties operated by the same or related property management companies at once; and
- how triggered audits shall impact the eligibility of the property and/or property management company for survey audits.

During the kickoff meeting, we shall begin the discussion of how best to manage the trade-offs involved in designing and executing a monitoring program of this scope. Among other key questions that need to be addressed are how to determine which properties to prioritize, how to allocate time and resources between triggered and survey audits, whether and to what extent to conduct in-person interviews or site visits (as opposed to applying the same resources to speak with a larger number of key informants by phone), and when and how to deploy surveys. Throughout the project, we shall provide constructive and realistic feedback and suggestions and creative solutions to the Court Monitor, the City, and Plaintiffs in order to meet the project's needs.

Monitoring Program Review: One of Abt's primary initial tasks shall be to review LAHD's existing compliance review program, processes and data systems; the City's proposals to change practices in those areas, and the proposals of Plaintiffs in order to make recommendations to the Court Monitor for how the program can be strengthened and how the Abt team can best support a robust and effective monitoring program. We propose to accomplish this by interviewing program staff, Plaintiffs, and other key stakeholders as well as by reviewing program documentation and training materials, and the Court Monitor's Reports and decisions. Abt shall also review the City's Comprehensive AChP database, learn more about any challenges that LAHD staff are experiencing with the database, and as appropriate through this information-gathering stage, make suggestions to standardize data collection and streamline data

reporting and analysis. The Abt team shall utilize E&A's expertise in accessibility compliance to review existing training materials and, as appropriate through this information-gathering stage, make suggestions for future trainings for City staff and/or for property managers.

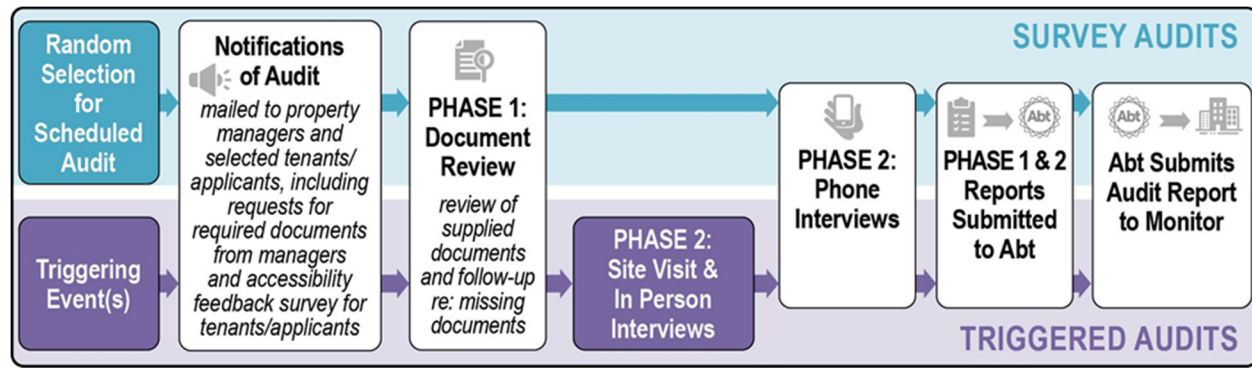
During the first two months of the project, Abt shall conduct up to eight interviews and review program materials and trainings with the goal of gathering detailed information about the City's current process and proposals for changes, and as needed, produce a memo outlining preliminary findings within 10 weeks of contract award. The memo shall document the current monitoring program workflow and make findings regarding the monitoring processes and procedures as well as how external survey and triggered audits could supplement the City's ongoing compliance monitoring work. Abt may also include preliminary assessments of proposals for changes. If appropriate, Abt shall make recommendations for revising Abt's auditing approach in light of this review.

Initial Deliverables: Following the kickoff meeting, the Abt Team shall develop a process for weighting triggering events to determine when a triggered audit should occur. Our team of compliance and interviewing experts shall develop and submit a draft of the materials needed for triggered audits to the City and Plaintiffs for comment by February 15, 2021, with the goal of having them approved by the Court Monitor for use by March 1, 2021. These materials shall include checklists and manuals that shall be used to guide each triggered and survey audit, including procedures and draft communications for notifying stakeholders of upcoming audits, checklists and review forms to guide the document review phase of the audit, site visit procedures, draft data collection and reporting forms, as well as protocols for selecting and interviewing property managers and tenants to corroborate compliance. The interview protocols shall include a consent statement describing how any disability-related information shall be handled in a lawful, respectful and non-invasive manner, along with a plan for interviewing non-English speaking tenants and applicants and for providing accommodations for individuals with disabilities. Abt shall work with the City to identify the first triggered audit to begin no later than March 1, 2021, and shall provide the proposed list to the Court Monitor, the City, and Plaintiffs prior to initiation of the audits. Abt shall schedule all triggered audits in a timely manner following their triggering event(s).

The team shall develop and submit a draft of the Survey Audit Plan to the City and Plaintiffs for comment by March 15, 2021, and for review and approval by the Court Monitor by April 1, 2021. The plan shall include a process for the selection of 150 covered housing developments annually, utilizing a stratified random sample to ensure representation of different locations, ages, funding/eligibility restrictions, affordability, property management companies, and other variables deemed important by our team and approved by the City and Court Monitor. The Abt Team shall begin survey audits in April 2021 and aim to complete 85 survey audits in the remaining seven months of Year 1 (this is a pro-rated total at the pace of auditing 150 covered housing developments per 12-month survey audit cycle). By October 31 each year, Abt shall provide the City and Plaintiffs with a proposed list for comment of 150 properties for survey audits in the following calendar year. The Court Monitor shall approve the list by November 15. In order to fit within the contract ceiling specified in the LA City Council resolution, we have reduced the number of survey audits in Year 5 of the contract to 130. However, we are open to discussing efficiencies that would allow the Abt Team to complete as many as 150 survey audits in Year 5.

Conducting Audits: As shown in Exhibit 4, the Abt Team shall follow a standard workflow for both survey and triggered audits. After the need for an audit is identified, team partners shall send notifications of the upcoming audits to property managers and selected tenants and applicants, complete their respective phases of the audit, and submit reports on the results of their audits to Abt. Abt shall review the outcomes of each audit and add a brief summary of the overall findings before submitting the final audit report to the Court Monitor within 30 days of audit completion.

Exhibit 4: Audit Workflow



The Abt Team shall send notifications to property managers and to selected tenants and applicants about upcoming audits, including versions in accessible and alternative formats as needed. E&A auditors shall also contact property managers to request that any documents and or information not accessible via the AcHP database be supplied to the team for the audit. E&A auditors shall utilize the approved checklists and manuals to guide each triggered and survey audit, including protocols for site visits and the review of all required documents, including quarterly reports, training attendance records, and other records and correspondences between the City and Covered Housing Developments. The document reviews shall be performed remotely by E&A team auditors, who shall also review materials such as property management plans, marketing efforts, unit utilization surveys of occupancy, quarterly reports filed, registry information, conventional and accessible unit wait lists and transfer lists, lease addenda, grievances, and reasonable accommodation and modification logs, and effective communication logs, as well as any records related to an audit triggering event. The document review phase shall be completed prior to any interviews in order to identify any specific compliance issues that need to be investigated further during the interviews.

The Abt Team shall utilize approved interview protocols for property owners, management staff and appropriate third parties and an approved process for randomly selecting tenants and applicants on wait lists that we shall reach out to corroborate each housing development's compliance with the applicable protections for persons with disabilities. Los Angeles-based team member Vital Research has the capacity to conduct interviews in person or by telephone or videoconference. Due to the costs of traveling to/from each property location and the likelihood that it may be difficult to schedule multiple in-person interviews on the same day, however, it shall be significantly more cost-effective to conduct most interviews by phone, reserving in-person visits for only the most sensitive conversations, or for conversations with tenants who may not have other reliable means of communication.

Our initial budget assumes that we shall conduct all interviews for the more routine survey audits by telephone. Interviewers shall be alerted to compliance issues found during the document review phase so that they can focus upon the related questions in the interview protocol. For each triggered audit, we have budgeted to conduct one site visit and complete at least one interview with property management staff and one tenant and one applicant interview in person, with additional tenant/applicant interviews in person as necessary to obtain broad and effective input from ultimate users, with remaining interviews by phone. We are open to revising this approach as we work to identify the most cost-effective and effective way to perform the work.

For both survey and triggered audits, team interviewers shall corroborate compliance issues with tenants and wait list applicants by web-survey or by phone. Abt shall randomly select a handful of tenants, including some in accessible housing units and some applicants on a wait-list for accessible units and mail this small

group a letter requesting their feedback on the Covered Housing Development's accessibility. The letter shall include an online survey response option to collect some feedback more efficiently before team interviewers conduct phone follow-up and attempt to complete at least two interviews per audit by phone. The letter shall make it clear that responses are voluntary and shall be kept confidential and that their participation or refusal to participate shall not affect their housing or application status in any way. Remote interviews of tenants promote confidentiality and reduce the risk of retaliation if property managers happen to observe any tenant interviews taking place on their properties. Prior to beginning an online survey or interview, respondents shall be reminded that their participation is voluntary and that they have the right to refuse to participate.

Abt shall explore with the Court Monitor other ways to use surveys to efficiently gather information. For example, a survey sent out to a large share of the residents of all covered housing developments (or the developments scheduled to be audited in a particular year) could potentially provide information that could help identify which properties to prioritize for triggered audits or even survey audits. We have not budgeted for such a survey at this point, since it is not called for in the RFP, but if desired we could swap this survey for other activities of similar cost or adjust the budget to accommodate it.

Data Collection and Transfer. Abt shall track all audit activity in an audit database built off of a list of covered housing developments exported from the City's Comprehensive AcHP database, or otherwise provided by City staff as needed. The audit database shall track all activity by a unique Property ID to ensure an easy mapping of audit data to specific properties in the City's AcHP database. The audit database shall store data such as scheduled audit dates, audit completion dates, types of audit, and a set of audit outcome measures that the Court Monitor, after reviewing the proposals of the City and Plaintiffs, requests and wishes to be transferred back to the AcHP database. Abt shall work with the Court Monitor to determine what additional data might be gathered or requested during audits that would be useful, such as updated contact information for property managers, dates of site visits, or dates of latest accessible unit wait lists and transfer lists.

Abt shall also develop a check list form and report template to report findings and any recommended corrective actions from each audit to the Court Monitor, City, Plaintiffs, and other stakeholders as appropriate. Abt shall create standard audit report templates for both the document review and interview portions of the audit, ensuring that information requested by the Court Monitor is collected and reported clearly and consistently for each audit. Audit report forms shall collect document review and property manager and interview data in a standard format, enabling for standardized audit reports to the Court Monitor and quick and accurate updates of the audit database. Abt offers secure data storage and a secure data transfer solution as part of its Data Collection Platform and Analytic Computing Environment (DC-ACE). DC-ACE is a proven and highly secure solution which earlier this year received a FISMA Moderate Authorization to Operate from the U.S. Department of Housing and Urban Development for a study on first-time homebuyers being conducted by Abt. Initial feedback from tenants and applicants shall be collected using a secure, web-based survey solution that Vital Research offers, allowing for managers and interviewers in the field to review survey responses and plan needed phone interviews.

To ensure the secure transfer of data and materials between the City and the Abt Team and between property managers and the Abt Team, we shall utilize a proven secure file transfer solution, MOVEit Transfer, which allows for web-based uploading and downloading of files to project subfolders with access restricted to those who need it. Abt's data collection and transfer approach shall ensure that any housing property information received from the City and audit documents and any related information collected from property managers shall be stored securely at all times, with access to any sensitive information restricted

to project staff who need access to it. All data and materials shall be stored securely for the duration of the project or until the City instructs the Abt team to securely destroy it.

Reporting Requirements: Abt shall meet the reporting requirements outlined in the RFP, including submitting a report for each completed audit. E&A auditors shall submit to Abt a standard report for the document phase of each audit, listing what documents they reviewed, a checklist identifying any issues they uncovered, and a narrative listing any concerns and suggested topics for follow-up by the interviewer and/or City. The interviewers at Vital Research shall likewise complete a report for each audit, listing interviewees and summarizing their key findings. Abt staff shall review both reports and add a cover sheet including the Property Name and unique Property ID, the audit type and audit completion date, and a brief narrative summarizing in a standard format the results of the document review and interview phases of the audit and any recommended corrective or enforcement actions. Abt shall securely submit this consolidated audit report to the Court Monitor within 30 days of audit completion.

Abt shall also submit semi-annual reports to the Court Monitor providing aggregate data on audit activity and compliance and a narrative identifying trends, concerns, and any suggested improvements to the audit effort. Abt shall submit the first semi-annual report on June 30, 2021, and shall submit subsequent reports every six months for the duration of the project. Abt shall coordinate with the City on updating specific property records in the AcHP database with completed audit information and any other collected data useful to the City.