

0220-00540-1742

TRANSMITTAL

TO The City Council	DATE 11/25/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Request to Execute a Second Amended and Restated Contract
with Estolano Advisors to Provide Interim Inspector General Services
for the United to House LA Citizens Oversight Committee**

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



MAYOR
(Mitch Kamin for)

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: 11-19-25	C.D. No. --	CAO File No.: 0220-00540-1742				
Contracting Department/Bureau: Los Angeles Housing Department		Contact: Cally Hardy (213) 808-8653					
Reference: Los Angeles Housing Department transmittal dated October 27, 2025; Received by the City Administrative Officer on October 28, 2025; Additional information received through November 14, 2025.							
Purpose of Contract: To provide Interim Inspector General services to the Measure ULA Citizen Oversight Committee							
Type of Contract: () New contract (X) Amendment, Contract No. C-144769		Contract Term Dates: December 18, 2023 through September 30, 2026 (Nine-month extension)					
Contract/Amendment Amount: \$314,516.13							
Proposed amount \$314,516.13 + Prior award(s) \$754,515.87 = Total \$1,069,032							
Source of funds: House LA Fund							
Name of Contractor: Estolano Advisors							
Address: 801 S. Grand Avenue, Suite 200, Los Angeles CA 90012							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Note and file the Los Angeles Housing Department (LAHD) transmittal dated October 27, 2025 relative to executing an amended and restated agreement with Estolano Advisors;
2. Authorize the LAHD General Manager, or designee, to:
 - a. Execute a second amended and restated agreement (C-144769) with Estolano Advisors to extend the term by nine months, through September 30, 2026, and increase the compensation amount by \$314,516.13 for a new total amount not to exceed \$1,069,032, to continue Interim Inspector General services to the Measure ULA Citizen Oversight Committee, in substantial conformance to the draft document attached, subject to funding availability, and compliance with the City's contracting requirements; and,
 - b. Prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council action on this matter, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions.

<i>Eve Bachrach</i>			<i>Yolanda Chavez</i>		
EAB	Analyst	0220005401742			City Administrative Officer

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute a second amended and restated agreement (C-144769) with Estolano Advisors to continue to provide Interim Inspector General services to the Measure ULA Citizen Oversight Committee (COC) until permanent staff is hired. In 2023, the LAHD issued a request for proposals for Interim Inspector General services for the COC. The LAHD determined Estolano Advisors to be the most qualified proposer through this competitive process. The LAHD entered into a two-year agreement with a compensation amount of up to \$250,000 with Estolano Advisors as authorized by the Mayor and Council (C.F. 23-0038). On January 31, 2025, Council authorized an amendment to add \$504,515 to the contract, with no change to the term (C.F. 23-0038-S9). The original term of the agreement expires on December 17, 2025. In its report dated October 27, 2025, the LAHD requested to extend the term by six months and increase the compensation amount by \$224,516. Subsequently, the LAHD informed this Office that a nine-month extension and a total compensation amount of \$1,069,032 is necessary. The recommendations in this report reflect this new information. The LAHD has requested interim funding and authority for positions to perform the work of the Interim Inspector General going forward. Should the LAHD hire permanent Inspector General staff before September 30, 2026, this contract may be terminated for convenience.

Funding for this contract is provided by the House LA Fund.

FISCAL IMPACT STATEMENT

Funding for the proposed second amended and restated agreement is provided by the House LA Fund. The Measure ULA expenditure plan, which authorizes the spending of House LA funds, is determined by formula and includes funding for this purpose. There is no impact to the General Fund. However, in the event that Measure ULA is invalidated, the General Fund may be obligated to cover any spent funds.

FINANCIAL POLICIES STATEMENT

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

City of Los Angeles

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



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

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

housing.lacity.gov

Karen Bass, Mayor

October 27, 2025

Council File: 23-0038-S9
Council District: Citywide
Contact Person(s): Cally Hardy (213) 808-8653

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

Attention: Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A SECOND AMENDED AND RESTATED AGREEMENT TO CITY CONTRACT C-144769 WITH ESTOLANO ADVISORS TO EXTEND THE CONTRACT TERM AND INCREASE THE TOTAL CONTRACT COMPENSATION FOR UNITED TO HOUSE LA (ULA) CITIZEN OVERSIGHT COMMITTEE (COC) INTERIM INSPECTOR GENERAL SERVICES

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to amend and restate the contract with Estolano Advisors (Contract No. C-144769) for the United to House LA (ULA) Citizen Oversight Committee (COC) Interim Inspector General services. This amendment would extend the contract term through June 30, 2026, and would increase the contract amount by \$224,516.13, for a new total contract amount not to exceed \$979,032.

Approval of this request will allow for the continued delivery of Interim Inspector General services, while approval of the permanent Office of the ULA Inspector General is pending approval by the Mayor and City Council as part of the comprehensive ULA Staffing Plan submitted under Council File (C.F.) No. 23-0038-S11. Upon authorization and approval of the four requested staff positions for the permanent Office of the ULA Inspector General, and completion of hiring to fill those newly created positions, the services of the Interim Inspector General will no longer be necessary. As such, this request is needed to continue providing these services on an interim basis, and is expected to be the final amendment requested for this contract.

RECOMMENDATIONS

1. That the Mayor review this transmittal and forward to the City Council for further action;
2. That the City Council, subject to the approval of the Mayor:

- a. AUTHORIZE the General Manager of the Los Angeles Housing Department (LAHD), or designee, to execute a Second Amended and Restated Agreement to Contract No. C-144769 with Estolano Advisors to extend the contract term by six (6) months through June 30, 2026, and increase the contract amount by \$224,516.13, for a new total contract amount not to exceed \$979,032, to continue providing Interim Inspector General Services to the Measure ULA Citizen Oversight Committee (COC), in substantial conformance to the draft document attached (see ATTACHMENT B), subject to contractor's performance, funding availability, and approval of the City Attorney as to form.
- b. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council action on this matter, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

BACKGROUND

The United to House LA (ULA) ballot measure and ordinance established the creation of an Inspector General, the lead staff person serving the ULA Citizen Oversight Committee (COC). Pursuant to Los Angeles Administrative Code (LAAC) Section 22.618.6(g), the COC is charged with hiring an Inspector General to carry out the duties of the COC. The COC determines its own staffing and resource needs subject to its allowable annual budget, and the City is obligated to provide adequate dedicated staffing to the COC, pursuant to those needs. No less than 3% of the annual House LA Fund - Administration funding must be allocated annually to staffing and other expenses of the COC.

On August 29, 2023, the City Council authorized the Los Angeles Housing Department (LAHD) to execute, on behalf of the ULA COC, a contract with a to-be-determined entity, after a selection process defined by the COC, to serve as an Interim Inspector General, with a compensation amount up to \$250,000 and a term of up to two years, subject to funding availability, review of the City Attorney as to form, and compliance with the City's procurement and contracting requirements. After issuing a competitive Request for Proposals, the COC selected Estolano Advisors to serve as the Interim Inspector General.

On December 18, 2023, LAHD executed a contract (C-144769) with Estolano Advisors to provide Interim Inspector General services to the ULA COC. The contract term was for two years from the date of execution, with the contract term set to expire on December 17, 2025. The contract was initially funded for a total amount of \$250,000, which covered expenses for the first year of Interim Inspector General services, through December 31, 2024. Subsequently, on January 31, 2025, the City Council approved an amendment to the contract, to authorize additional funding for the second year of the contract, resulting in a new total contract amount not to exceed \$754,515.87.

The need for a contracted Interim Inspector General was originally identified in order to provide short-term bridge services, while the City awaited the disposition of the state and federal lawsuits challenging the validity of ULA. Meanwhile, LAHD worked with the Personnel Department and the ULA COC to identify the appropriate job classifications and related actions for the creation of a new, permanent Office of the ULA Inspector General. As recommended by LAHD as part of the comprehensive ULA Staffing Plan currently pending consideration by the City Council under Council File (C.F.) No. 23-0038-S11, the Office of the ULA Inspector General is anticipated to be comprised of four full-time staff positions, including the role of the Inspector General and three supporting staff positions.

Given that the anticipated timeline to complete the process to approve and hire a permanent Inspector General has been delayed until the first half of 2026, there is a need to extend the Interim Inspector General services contract through the end of the fiscal year, until June 30, 2026, and add funding to the contract to support the continuity of these services.

AVAILABLE ULA COC BUDGET

On July 10, 2025, pursuant to the ULA ballot measure and ordinance, the COC approved its budget for FY 2025-26 (see Attachment A), followed by the City Council's approval of the FY 2025-26 ULA Expenditure Plan (C.F. No. 23-0038-S7). The total available COC budget for FY 2025-26 is \$1,028,149, which reflected the approved allocation from FY 2025-26 plus \$8,515 unencumbered balance remaining from prior fiscal years. The budget includes anticipated staffing costs associated with the role of the Inspector General, and is sufficient to accommodate the requested additional contractual expenses associated with this requested extension. Additionally, the COC's budget includes anticipated expenses related to the work of the COC, including COC member stipends. As provided by LAAC §22.618.6(e), COC members will be compensated for meeting attendance no less than \$150 per meeting, though members may elect to waive compensation.

RECOMMENDED CONTRACT AMENDMENT

To ensure continuity of Inspector General services while the permanent Office of the ULA Inspector General is established and staffed, LAHD recommends that the contract with Estolano Advisors be extended through June 30, 2026. This extension of time is necessary so that the Interim Inspector General can continue to conduct the work of the ULA COC as required by the ULA measure and ordinance, including holding regular COC meetings and Ad Hoc Committee meetings, conducting ULA program evaluations, and recommending approval of the annual ULA Expenditure Plan. The ULA measure requires that the ULA COC meet a minimum of six times per calendar year, and that the COC provide recommendations and oversight on ULA programs and expenditure plans. Continued engagement of the Interim Inspector General is necessary to conduct this business.

Total proposed contract expenses associated with this contract amendment are itemized in Table 1. To support staff costs associated with this extension, a total of \$194,516 in staff costs are requested to be added to the contract. This amount reflects the current monthly staff retainer costs for 6.5 months, including a pro-rated amount for the rest of December 2025, through the end of June 2026. Staff costs on the existing contract are currently pro-rated for the month of December 2025 given the current contract expiration date of December 17, 2025.

Beyond staffing costs, the requested contract amendment would incorporate two pass-through expenditures, to facilitate streamlined delivery of COC-approved budget items and support the duties of the ULA COC and Interim Inspector General. This includes an anticipated budget of \$27,000 for COC member stipends. This amount assumes a member stipend of \$150 per COC member for attendance at up to 12 meetings per year (including COC and Ad Hoc Committee meetings), which would be paid to members based on attendance. Additionally, the COC has approved a budget of \$3,000 for website, communication, and marketing expenses, which is proposed to be incorporated in this contract amendment to support continued maintenance of the ULA COC's website and communications activities.

As a result, this contract amendment will increase the total contract by \$224,516.13, for a new total contract amount not to exceed \$979,032.

Table 1. Proposed Contract Budget

Existing Approved Contract Amount		
Staffing - Monthly Retainer	\$250,000.00	\$20,000 per month staffing costs for December 2023 - December 2024. Pro-rated for December 2023 due to contract start date
Staffing - Monthly Retainer	\$345,483.87	\$30,000 per month staffing costs for January 2025-December 17, 2025. Pro-rated for December 2025.
Staffing - Augment for FY 24-25	\$56,032.00	Reimbursement for staff overages incurred in 2024
Expenditures - Website and Communications	\$3,000.00	Website and Communications Expenditures for FY 24-25 and FY 25-26
Expenditures - Annual External Audit	\$90,000.00	External Audit Expenditures for FY 24-25 and FY 25-26
Expenditures - Annual Town Hall	\$10,000.00	Town Hall Expenditures for FY 24-25 and FY 25-26
Subtotal - Existing Approved Contract Amount	\$754,515.87	
Proposed Additional Contract Amount		
Staffing - Monthly Retainer	\$194,516.13	\$30,000 per month staffing costs for December 18, 2025-June 30, 2026. Pro-rated for December 2025
Expenditures - COC Member Stipends	\$27,000.00	COC Member Meeting Stipends for FY 25-26
Expenditures - Website and Communications	\$3,000.00	Website and Communications Expenditures for FY 25-26
Subtotal - Proposed Additional Contract Amount	\$224,516.13	
Total Proposed Contract Amount	\$979,032.00	

CONCLUSION

To ensure uninterrupted delivery of Inspector General services, while the approval and hiring of staff positions for the permanent Office of the ULA Inspector General is underway, LAHD recommends approval of a contract amendment to extend the contract term and add associated funding for the contract with Estolano Advisors, Interim Inspector General for ULA COC Inspector General services.

LAHD appreciates the Mayor and City Council’s consideration of this matter.

FISCAL IMPACT

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

Approved By:

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

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENTS:

- Attachment A - ULA Citizen Oversight Committee Approved Budget for Fiscal Year 2025-26
- Attachment B - Estolano_C-144769 2nd ARA_DRAFT



ULA COC

Citizen Oversight Committee

FY 2025-26 Proposed COC Budget		
Remaining Unencumbered COC Balance	\$8,515.00	<i>Anticipated Unencumbered Balance from FY 2023-24 and FY 2024-25</i>
Proposed FY 2025-26 Allocation	\$1,019,634.00	<i>Proposed FY 2025-26 ULA Expenditure Plan</i>
Total Available COC Budget, FY 25-26	\$1,028,149.00	<i>Unencumbered Balance + Proposed FY 2025-26 ULA Expenditure Plan</i>
Budget Item	Existing Encumbered Funds (Estolano Contract)	FY 2025-26 Proposed COC Budget
COC Staffing		
Subtotal - COC Staffing	\$651,516.00	\$771,746.00
COC Expenditures		
Website, Communications and Marketing	\$3,000.00	\$3,000.00
Annual External Audit	\$90,000.00	\$109,000.00
Annual Town Hall	\$10,000.00	\$9,000.00
COC Member Stipends	\$0.00	\$27,000.00
Program Evaluation	\$0.00	\$108,403.00
Subtotal - COC Expenditures	\$103,000.00	\$256,403.00
Total COC Budget	\$754,516.00	\$1,028,149.00

SECOND AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

Contract No. C-144769

Contractor: Estolano Advisors

Type of Organization California For-Profit Corporation

City Business License No. 0002878662-0001-4

California Corporation No. 3830611

Contract Title: ULA Interim Inspector General

Council File No. **23-0038-S9**

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Insurance Contractual Requirements

Exhibit B Notice of Prohibition Against Retaliation

Exhibit C Professional Fee Schedule

SECOND AMENDED AND RESTATED
AGREEMENT NUMBER C-144769 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
ESTOLANO ADVISORS

THIS SECOND 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 Estolano Advisors (“Contractor”), a California for-profit corporation (hereinafter sometimes collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Los Angeles Housing Department (“LAHD”) has been designated to provide for the proper planning, coordination, direction and management of the City's various homeless and housing programs and activities; and

WHEREAS, on December 12, 2022, the Mayor issued a Declaration of Local Housing and Homelessness Emergency in the City which was renewed on July 7, 2023 and remains in effect; and

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

WHEREAS, City voters approved Measure United to House LA (Measure ULA), a Homeless and Housing Solutions Tax; and

WHEREAS, Measure ULA establishes funding for Affordable Housing Programs, including the Multifamily Affordable Housing, Alternative Models for Permanent Affordable Housing, Acquisition and Rehabilitation of Affordable Housing, Homeownership Opportunities, Capacity Building, and Operating Assistance Programs; and

WHEREAS, Measure ULA establishes funding for the City's Homelessness Prevention Programs, including the Short-Term Emergency Assistance, Income Assistance for Seniors and Persons with Disabilities, Eviction Defense/Prevention, Tenant Outreach and Education, and Protection from Tenant Harassment Program; and

WHEREAS, LAHD is designated by the City to direct, coordinate, manage, and administer the Measure ULA programs; and

WHEREAS, on May 24, 2023, City Council approved the Mayor's FY2023-24 Budget authorizing expenditure of One-Hundred Fifty Million Dollars (\$150,000,000) of Measure ULA proceeds for the City's Affordable Housing Production and Homeless Prevention Programs (Council File Number 23-0600); and

WHEREAS, the Measure ULA Citizen Oversight Committee ("COC") oversees the governance and performance of this Agreement; and

WHEREAS, Measure ULA established the position of Inspector General as the lead staff person serving the COC; and

WHEREAS, while the City develops a Personnel classification for a permanent Inspector General position and the COC engages in a process to recruit, select and hire a permanent Inspector General, an Interim Inspector General shall be tasked with addressing immediate obligations; and

WHEREAS, on August 3, 2023, the COC approved a motion to establish an Ad Hoc Subcommittee on Interim Inspector General Selection (Ad Hoc Subcommittee), as well as a motion to appoint five members of the COC to the Ad Hoc Subcommittee; and

WHEREAS, on August 29, 2023, City Council approved LAHD executing a contract on behalf of the COC, with a to-be-determined entity, after a competitive and open selection process defined by the COC, to serve as an Interim Inspector General with a compensation amount up to Two Hundred Fifty Thousand Dollars (\$250,000) and a term of up to two (2) years, subject to funding availability, a contract approved by the City Attorney as to form, and compliance with the City's procurement and contracting requirements; and

WHEREAS, under Los Angeles City Charter Section 1022, the City Council has determined that the work of the Interim Inspector General can be performed more economically and feasibly by independent contractors rather than by City employees; and

WHEREAS, the Ad Hoc Subcommittee finalized a scope of work for the Interim Inspector General position, posted notices for the public to apply, established a short-list of applicants to interview, and proceeded to interview and check references for the top rated candidates; and

WHEREAS, after review and evaluation of all candidates, the Ad Hoc Subcommittee selected an Interim Inspector General candidate to recommend to the full COC; and

WHEREAS, on November 15, 2023, the Contractor was presented to the COC as the Ad Hoc Subcommittee's recommendation for Interim Inspector General and the COC approved the Contractor to serve in such a capacity; and

WHEREAS, the services to be rendered in accordance with this Agreement have been funded by Measure ULA and deposited in the LAHD United LA Fund No. 66M; and

WHEREAS, on August 29, 2023 and September 11, 2023, City Council and the Mayor approved the execution of a contract with the Contractor to provide Interim Inspector General services for an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000), for a term of two (2) years commencing on December 18, 2023 and ending on December 17, 2025 (Council File Number 23-0038), pursuant to which the Parties entered into Contract Number C-144769, executed by the City Clerk on December 18, 2023 (“Original Agreement”); and

WHEREAS, on December 10, 2024 and December 19, 2024, City Council and the Mayor approved the FY2024-2025 ULA Expenditure Plan, including the COC administration budget for FY2024-2025 (Council File Number 23-0038-S7); and

WHEREAS, on January 31, 2025, City Council approved an amendment to Contract C-144769 to add additional funds in the amount of Five Hundred Four Thousand Five Hundred Fifteen Dollars and Eighty-Seven Cents (\$504,515.87) for a new contract total of Seven Hundred Fifty-Four Thousand Five Hundred Fifteen Dollars and Eighty-Seven Cents (\$754,515.87) (Council File Number 23-0038-S9), pursuant to which the Parties entered into the First Amended and Restated Agreement Number C-144769, executed by the City Clerk on March 14, 2025 (“First Amended and Restated Agreement”), which amended, restated and replaced in its entirety the Original Agreement; and

WHEREAS, on July 1, 2025 and July 3, 2025, City Council and the Mayor approved the FY2025-2026 ULA Expenditure Plan, including the COC administration budget for FY2025-2026 (Council File Number 23-0038-S7); and

WHEREAS, the City and the Contractor are desirous of further amending Contract C-144769 as authorized by the action of the Los Angeles City Council (Council File Number **23-0038-S9** adopted by City Council on **Month Day**, 2025 and concurred by the Mayor on **Month Day**, 2025), which authorizes the General Manager of LAHD to amend Contract C-144769 for the purposes of: (a) adding additional funds in the amount of **Two Hundred Twenty-Four Thousand Five Hundred Sixteen Dollars and Thirteen Cents (\$224,516.13)** for a new total of **Nine Hundred Seventy-Nine Thousand Thirty-Two Dollars (\$979,032)**, (b) extending the contract term by six (6) months through June 30, 2026 while the process to establish and staff a permanent Office of the ULA Inspector General is completed; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement; and

WHEREAS, this Agreement amends, restates, and replaces the First Amended and Restated Agreement in its entirety.

[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 Estolano Advisors, is a California for-profit corporation, having its principal office at 801 South Grand Avenue, Suite 200, Los Angeles, California 90017.

§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

Cally Hardy, Director - Strategic Engagement and Policy Division
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

- 2. The representative of the Contractor shall be:

Liuhui Cao
Billing & Contracts Manager
Estolano Advisors
801 S. Grand Ave., Suite 200
Los Angeles, CA 90012
liuhui@estolanoadvisors.com
(213) 612-4545 (office)
(323) 306-9861 (direct)

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

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with §423 of this Agreement and attached hereto as Exhibit A.
- B. A 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 and the Los Angeles Administrative Code §10.37 *et seq.*
- C. A Certification of Compliance with each of the following, including the City's Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §446, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) website at www.rampla.org, prior to award of a City contract.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **December 18, 2023** and end **June 30, 2026** ("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 meets the insurance requirements as required herein.

§202. Services to be Provided by the Contractor

- A. **Scope of Work:** The Contractor shall provide contractual services as provided in the work task schedule set forth in this section. All work is subject to prior

City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

- B. The Contractor shall complete the Scope of Work during the Contract Term, except as otherwise provided herein.
- C. Measure ULA establishes an Inspector General as the lead staff person serving the COC. With direction from the COC, the Inspector General shall provide leadership on all aspects of the COC's operations, and direct other Inspector General staff as the COC performs designated functions of: monitoring and auditing the ULA funds; advising the Mayor, LAHD, and the City Council on priorities and the Program Guidelines, as authorized by Section 22.618.6(c)(1) of Measure ULA; and making recommendations to LAHD, the Mayor and the City Council regarding appropriations, Expenditure Plans, administration of the House LA Fund, and implementation of the House LA Program.
- D. The work tasks for the Contractor shall include, but are not limited to, the following:
 - 1. Serving as lead staff person/entity to the COC in the execution of its duties, as described in Section 22.618.6 of Measure ULA.
 - 2. Serving the COC by preparing requested presentations, reports, and other materials for consideration and deliberation between meetings, as directed by the COC.
 - 3. Planning, setting the agendas for and attending all COC meetings, including hosting the Annual ULA COC Town Hall Meeting, in conjunction with the COC Chair and Vice Chair.
 - 4. Hiring and managing additional consulting staff, as needed.
 - 5. Managing and expending the Interim Inspector General's budget resources for the COC's administrative needs with oversight from the COC.
 - 6. Facilitating the ongoing operations of the COC, its sub-committees, and Inspector General staff.
 - 7. Presenting regular reports on the status of Measure ULA's operations to the COC.

8. Managing the COC to accomplish its short-term and long-term goals and obligations, consistent with Measure ULA.
9. Supervising Inspector General staff to inform COC members before major decisions are made regarding Measure ULA implementation on topics such as:
 - a. Program guideline development;
 - b. Audits of general administration, accounts, records and program performance to ensure sound funding of Measure ULA's mission;
 - c. Multi-year expenditure plans;
 - d. Management of the COC administrative budget; and
 - e. Research and reporting on program performance and other relevant public policy topics.
10. Promoting communication and cooperation between the COC, relevant City Departments, key stakeholders such as the ULA Coalition, tenant rights, housing providers and other community organizations and ULA Tenant Council.
11. Other duties assigned by Measure ULA and the COC.

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for the complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Nine Hundred Seventy-Nine Thousand Thirty-Two Dollars (\$979,032)**, according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. 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 services;
 - d) include supporting documentation for all approved purchases of additional vendor services, equipment or supplies;

and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior written approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement 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 Agreement. The language of this Agreement 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 Agreement. 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 Agreement 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 Agreement with no additional compensation paid to the Contractor.

In any action arising out of this Agreement, 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 Agreement 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 Agreement shall not be affected.

§403. Time of Effectiveness

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

- A. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. This Agreement 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 Agreement as to form; and
- D. This Agreement 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 Agreement.

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, 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 Section 406, if the Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, 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 Agreement due to the Contractor's breach of this Agreement.
2. If the default under this Agreement is due to the Contractor's failure to maintain the insurance required under this Agreement, the Contractor shall immediately: (1) suspend performance of any services under this Agreement 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 Agreement.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Agreement.
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 Agreement.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Agreement after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Agreement.
 - 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 Agreement, 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 Agreement 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 Agreement 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 Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience".
 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- C. In the event that this Agreement 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 Agreement 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 Agreement. The City has the right to review and approve any personnel who are assigned to work under this Agreement. The Contractor shall remove personnel from performing work under this Agreement if requested to do so by the City.

Contractor shall not use Subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Agreement 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 Agreement, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

§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 Agreement. 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 Agreement.

§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 Agreement 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 Agreement.

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

For the duration of this Agreement, 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 Agreement, 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 Agreement or (3) termination of this Agreement. 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 Agreement. Any subcontract entered into by the Contractor for work to be performed under this Agreement 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 Agreement.

§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 Agreement. This provision will survive expiration or termination of this Agreement.

§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 Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 421) furnished by the Contractor, or its Subcontractors, under this Agreement. 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 Agreement. This provision will survive expiration or termination of this Agreement.

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Agreement 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 Agreement 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 Agreement (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 Agreement. 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 Agreement 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 Agreement, 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 Agreement shall include this provision to contractually bind its Subcontractors performing work under this Agreement 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 Agreement, 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 Agreement 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 Agreement.

§424. Best Terms

Throughout the term of this Agreement, 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 Agreement.

§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 Agreement 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 Agreement, 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 Agreement by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Equal Employment Practices” provisions of this Agreement.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Affirmative Action Program” provisions of this Agreement.

Any subcontract entered into by the Contractor for work to be performed under this Agreement 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 Agreement. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Agreement 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 Agreement 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 Agreement 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 Agreement are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the Contractor for work to be performed under this Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement:

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

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

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

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

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

Notwithstanding any other provision of this Agreement, 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 Agreement. 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 Agreement.

§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 Section 422), and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this Agreement (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 Agreement.

§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 Agreement and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Agreement), 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 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Section 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 both the Contractor's employees, any subcontractors, and the public.

VI. ENTIRE AGREEMENT

§501. Complete Agreement

This Agreement and Exhibits A to C attached hereto contain the full and complete Agreement and Contract between the City and Contractor. No verbal agreement nor conversation nor previous contract(s) with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§502. Counterparts and Electronic Signatures

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

§503 Ratification Clause

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

§504. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes thirty (30) pages, and three (3) Exhibits A to C, 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.]

VII. 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:

By _____
Luz C. Santiago
Assistant General Manager

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Executed this ____ day of _____, 2025

For: ESTOLANO ADVISORS, a
California for-profit corporation

Date _____

By _____
Cecilia V. Estolano
President, Chief Executive Officer
and Chief Financial Officer

City Business License Number: 0002878662-0001-4

Internal Revenue Service ID Number: 47-5312888

Council File/CAO File Number: 23-0038-S9; Date of Approval: MM/DD/2025

Said Agreement is Number C-144769 of City Contracts

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

Name: Estolano Advisors Date: 11/30/2023

Agreement/Reference: ULA Interim Inspector General

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

LIMITS

<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC	<u>Statutory</u>
			EL \$ <u>1,000,000</u>
	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
		<input type="checkbox"/> Jones Act	
<hr/>			
<input checked="" type="checkbox"/>	General Liability <u>City of LA is required to be named as an additional insured</u>		
	<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct	\$ <u>1,000,000</u>
	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____	
<hr/>			
<input type="checkbox"/>	Automobile Liability		\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/>			
<input type="checkbox"/>	Professional Liability (Errors and Omissions)		\$ _____
	Discovery Period <u>12 Months After Completion of Work or Date of Termination.</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 checked="" 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) If a contractor has no employees, and decides to not cover herself/himself for workers' compensation, such contractor must complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <https://cao.lacity.org/risk/insuranceforms.htm>.

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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

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

**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 table below:

Item	Description	Payment Amount	Estimated Payment Date
Retainer	Monthly compensation for Contractor’s staff time, for services rendered from January 1, 2025 to June 30, 2026	\$30,000 per month*	Monthly
Communications vendors	Website and other communications services	\$3,000	Upon Request**

*From December 18, 2023 through December 31, 2024, the retainer was \$20,000 per month. The retainer from January 1, 2025 to June 30, 2026 shall be \$30,000 per month.

**The Upon Request item shall be reimbursed in part or in full, up to the maximum amount shown above, based on services rendered. The Contractor shall submit documentation with description of the work performed, and the payment may be advanced at the discretion of LAHD.