

City of Los Angeles

Tiena Johnson Hall, General Manager
Tricia Keane, Executive Officer

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Luz C. Santiago, Assistant General Manager



Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd, Ste 300
Los Angeles, CA 90026
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January 15, 2025

Council File: 23-0038
Council District: Citywide
Contact Person(s): Greg Good
Cally Hardy

Honorable Members of the City Council
City of Los Angeles
c/o City Clerk, City Hall
200 N. Spring Street
Los Angeles, CA 90012

REPORT REQUESTING AMENDMENT TO CONTRACT WITH ESTOLANO ADVISORS FOR UNITED TO HOUSE LOS ANGELES (ULA) CITIZEN OVERSIGHT COMMITTEE (COC) INTERIM INSPECTOR GENERAL SERVICES (CONTRACT NO. C-144769)

SUMMARY

The Los Angeles Housing Department (LAHD) respectfully requests the approval for the contract amendment to Contract No. C-144769 for the United to House Los Angeles (ULA) Citizen Oversight Committee (COC) Interim Inspector General, for a total amount not to exceed \$754,515.87, as requested by the ULA COC at its meeting on October 17, 2024.

RECOMMENDATIONS

- I. That the City Council, subject to the approval of the Mayor:
 1. AUTHORIZE the General Manager of LAHD, or designee, to amend and restate Contract No. C-144769 with Estolano Advisors. This 1st Amended and Restated Agreement will increase the contract by \$504,515.87, for a new total contract amount not to exceed \$754,515.87, to provide 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.

BACKGROUND

On August 29, 2023, the City Council authorized LAHD to execute, on behalf of the ULA Citizen Oversight Committee (COC), a contract with an entity chosen as the result of 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 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 is two years from the date of execution, and was funded for a total amount of \$250,000, which as described below, was the amount of funding available at the time of selection and contract execution and was intended to fund the first year of the contract term, with further funding to be provided if the temporary services of the Interim Inspector General needed to be continued.

The need for a contracted Interim Inspector General was identified in order to provide temporary inspector general services, while the disposition of the state and federal lawsuits challenging the validity of ULA remains pending, making establishing a permanent position premature. Given the anticipated resolution of the litigation, LAHD will soon be working with the Personnel Department and the Office of the City Administrative Officer's Employee Relations Division to identify the appropriate classification and related actions for a permanent Inspector General role/position to be established and filled. The creation of that position, and related staff positions, is expected to be a lengthy process, and LAHD anticipates providing a report with recommendations to the Mayor and City Council in the coming months. However, given the unpredictability of the timeline for resolution of the litigation, and the anticipated timeline to complete the process and hire a permanent Inspector General, there is a need to fully fund the Interim Inspector General contract through the end of the contract term.

While the contract term expires on December 17, 2025, the approved funding covers contract expenses only through December 31, 2024. The two-year contract was initially funded for only the first year due to the interim ULA program's one-year expenditure planning cycle, which made a one-time allocation of \$150 million for the first year of program implementation. The COC's budget is calculated as three percent (3%) of the ULA administration budget, which is in turn capped at eight percent (8%) of total ULA expenditures. Accordingly, the COC budget was \$360,000 for Fiscal Year (FY) 23-24, and therefore supported funding the first year of the two-year contract at the time of contract execution.

On October 17, 2024, pursuant to the ULA ballot measure and ordinance, the COC approved its budget for FY 2024-2025 (see Attachment A), contingent on approval of the FY 24-25 ULA Expenditure Plan currently pending consideration by the City Council under C.F. No. 23-0038-S7. The COC recommended that LAHD amend the Interim Inspector General's contract to align with the COC-approved budget. The budget includes staffing costs for the Interim Inspector General through December 17, 2025. Based on the staffing resources that are necessary to meet the obligations of the Interim Inspector General services, and informed by the experience of FY 23-24, the contractor has requested an increase in the monthly retainer amount going forward, from \$20,000 to \$30,000 per month. Additionally, the contractor has requested an augment to the budget for unanticipated staffing cost overages in 2024, due to higher than anticipated workloads resulting from development of the ULA Program Guidelines. Finally, the requested contract amendment would incorporate pass-through expenditures related to duties of the ULA COC and Interim Inspector General, pursuant to the ULA ballot measure and ordinance, including costs associated with operation of the COC website, contracting the annual external audit, and hosting the annual COC Town Hall. Annual audit expenses are budgeted to be higher in FY 25-26 since more ULA Programs are anticipated to be operational by that date, and therefore there will be substantially more programs to audit. As a result, the total contract amount for the Interim Inspector General is \$754,515.87. This requires an increase of \$504,515.87 to the initial approved \$250,000 contract amount. Total proposed contract expenses are itemized in Table 1.


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
Subtotal - Existing Approved Contract Amount	\$250,000.00	
Proposed Additional Contract Amount		
Staffing - Monthly Retainer	\$345,483.87	\$30,000 per month staffing costs for January 2025 - December 2025. Pro-rated for December 2025 due to contract end date.
Staffing - Augment for FY 24-25	\$56,032.00	Proposed 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 - Proposed Additional Contract Amount	\$504,515.87	
Total Proposed Contract Amount	\$754,515.87	

FISCAL IMPACT

There is no impact on the General Fund. The actions recommended in this report will be funded by revenue collected from the Homelessness and Housing Solutions Tax established by ULA and will be within the amounts proscribed in the measure for operation of the COC.

Approved By:



TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENTS:

Attachment A - ULA Citizen Oversight Committee Approved Budget for Fiscal Year 2024-2025

Attachment B - PROPOSED DRAFT First Amended And Restated Professional Services Agreement (C-144769)

ATTACHMENT A

ULA CITIZEN OVERSIGHT COMMITTEE APPROVED BUDGET FOR
FISCAL YEAR 2024-2025



Wednesday, November 6, 2024
Los Angeles Housing Department

**RE: UNITED TO HOUSE LOS ANGELES CITIZEN OVERSIGHT COMMITTEE –
MOTION TO APPROVE COC BUDGET FOR FISCAL YEAR 2024-2025 & TABLE
THE COC BYLAWS**

Dear Los Angeles Housing Department (LAHD),

At its regular meeting on Thursday, October 17, 2024, the United to House Los Angeles Citizen Oversight Committee (ULA-COC) approved the proposed COC budget for fiscal year 2024-2025.

Committee Member Laura Raymond moved approval for the COC budget for fiscal year 2024-2025. Committee Member Zerita Jones seconded the Motion.

The motion was approved with 8 – yes and 0 – no votes. The following Committee Members voted to approve the Motion:

1. Michelle Espinosa Coulter, Chair
2. Debbie Chen
3. Taylor Holland
4. Zerita Jones
5. Alma Morales
6. Laura Raymond
7. Leilani Reed
8. Deepika Sharma

Committee Members tabled the COC Bylaws until the next COC meeting, scheduled for Thursday, December 12, 2024, to consider the United to House Los Angeles Coalition's suggestions and the City Attorney's recommendations.

As the Interim Inspector General of the ULA-COC, our team is available to answer questions you may have regarding this motion. Please contact me via email at Richard@estolanoadvisors.com with any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Richard A. France", written over a horizontal line.

RICHARD A. FRANCE

Interim Inspector General

The United to House Los Angeles Citizen Oversight Committee

cc:

Los Angeles City Clerk
Michael Custodio, Los Angeles City Attorney
Tricia Keane, Interim General Manager, LAHD
Greg Good, Director, Strategic Engagement & Policy, LAHD
Cally Hardy, Senior Housing Planning and Economic Analyst, LAHD
Edwin Sun, Housing Planning and Economic Analyst, LAHD
Teddy Loo, Senior Management Analyst, LAHD
Patricia Gispert, Management Analyst, LAHD
Michelle Espinosa Coulter, Chair, ULA-COC
Alan Greenlee, Vice Chair, ULA-COC
Charlie Cea, Youth Committee Member, ULA-COC
Debbie Chen, Committee Member, ULA-COC
Jennifer Gaeta, Committee Member, ULA-COC
Taylor Holland, Committee Member, ULA-COC
Zerita Jones, Committee Member, ULA-COC
Zella Knight, Committee Member, ULA-COC
Jacob Lipa, Committee Member, ULA-COC
Alma Morales, Committee Member, ULA-COC
Laura Raymond, Committee Member, ULA-COC
Leilani Reed, Committee Member, ULA-COC
Antonio Sanchez, Committee Member, ULA-COC
Deepika Sharma, Committee Member, ULA-COC
Daniela Solano, Committee Member, ULA-COC

United to House LA

Citizen Oversight Committee Annual Budget

Fiscal Year 2024-25

	Approved FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Notes
STARTING BALANCE	-	230,968	226,841	
REVENUES				
Measure ULA - COC	360,000	389,373 ¹	711,990	
Total Balance	360,000	620,341	938,831	
EXPENDITURES (incurred by Interim or Permanent Inspector General)				For FY 2024-25, this includes costs incurred by the Interim Inspector General general and will be paid on a reimbursement basis
Staffing				
Interim Inspector General (Initial)	129,032	120,968		
Interim Inspector General (Augment)		236,032	180,000	
Permanent Inspector General	-		180,000	
Website and Communications		1,500	1,500	
Annual External Audit	-	30,000 ²	60,000	
Annual Town Hall		5,000 ³	5,000	
Subtotal Expenditures	129,032	393,500	426,500	
BALANCE AS OF JUNE 30	230,968	226,841	512,331	

1. Based on LAHD ULA Expenditure Plan dated June 26, 2024.

2. SEC. 22.618.6. (c) (3) authorizes the COC to oversee an annual external audit of House LA Fund receipts and expenditures.

3. SEC. 22.618.6. (c) (8) authorizes the COC to hold an annual town hall to report on the progress and shortcomings ofthe House LA Fund-Programs and hear from the public.

FIRST 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

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

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Estolano Advisors, a California for-profit corporation, hereinafter called the Contractor.

This Agreement completely amends, restates and replaces in its entirety that certain City of Los Angeles Contract Number C-144769 ("Contract C-144769") executed by the City Clerk on December 18, 2023. Contract C-144769 is being amended and restated in order to add additional funds as set forth below.

W I T N E S S E T H

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 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, the program which is the subject of this agreement, has been established by the City as one of the above-described 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 and Homelessness 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 and the ULA Program Guidelines establish 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 Contract C-144769 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 ending on December 17, 2025 (Council File Number 23-0038); and

WHEREAS, on October 17, 2024, the COC approved its budget for FY2024-2025 and recommended the amendment of Contract C-144769 to align with the Committee-approved budget; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the action of the Los Angeles City Council and the Mayor (Council File Number ##-#### adopted by City Council on Month Day, 2024 and concurred by the Mayor on Month Day, 2024) which authorizes the General Manager of LAHD, or designee, to amend the Agreement for the purposes of: (a) adding additional funds in the amount of **Five Hundred Four Thousand Five Hundred Fifteen Dollars and Eighty-Seven Cents (\$504,515.87)** for a new total of **Seven Hundred Fifty-Four Thousand Five Hundred Fifteen Dollars and Eight-Seven Cents (\$754,515.87)**, and (b) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement.

[Remainder of page left intentionally blank.]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as 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:

Tricia Keane, Interim General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies to:
Greg Good, Director of Housing
Strategic Engagement and Policy
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

- 2. The representative of the Contractor shall be:

Eduardo Ortiz, Business Development & Contracts Manager
Estolano Advisors
801 S. Grand Ave., Suite 200
Los Angeles, CA 90017
(213) 612-4545
Eduardo@estolanoadvisors.com

- 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 §445, 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 **December 17, 2025**. 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 a monthly retainer in the amount of Twenty Thousand Dollars (\$20,000) per month from December 2023 through December 2024 and Thirty Thousand Dollars (\$30,000) per month from January 2025 through December 2025. The total compensation amount under this contract shall not exceed **Seven Hundred Fifty-Four Thousand Five Hundred Fifteen Dollars and Eighty-Seven Cents (\$754,515.87)**. 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 and any agent thereof. 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, or otherwise, the Contractor consents to personal jurisdiction, and agrees to bring and/or litigate all actions and claims, 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. Fully Integrated Contract

This Agreement and all Exhibits attached hereto set 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 agreements, contracts or understandings, whether written or oral, relating thereto or arising from any other City Contract. 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 waive and 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 the City property upon the date of the termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this 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 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. In the event the City terminates this Agreement as provided in this section, 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. The City may procure, upon such terms and in the manner as the City may deem appropriate, services from another contractor 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.
- 9. Contractor shall not take any action nor be involved in any circumstance that would create a conflict of interest or adverse interests as to the City, its Departments, employees, and elected officials.
- 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 provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. The City shall

have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to 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, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of Subcontractors. The City does not have any obligation to pay Contractor's Subcontractors, and nothing herein creates any privity or legal obligations as between the City and the Subcontractors.

§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 under this Agreement and shall pay any fees required therefor. 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 the City and its 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 tenant and landlord contacts and records of financial requests and 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 the City personnel or the City's representatives at any time, and any other authorized person or entity. Contractor agrees to use due diligence in assisting the City requesting to examine any business records related to this Agreement. The Contractor shall provide any reports requested by the City regarding performance of this Agreement. Any subcontract thereto entered into by the Contractor, and work product related, for work to be performed under this Agreement must include identical provisions as provided herein and be made available for City review at the Contractor's sole expense.

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 willful legal misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in Interest, the Contractor shall, without reservation of rights, 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, agents, and subcontractors, 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, without reservation of rights, 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 21) 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 and spread 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 the 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, the 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 to the City, 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 (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).
- 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 (http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf).
- 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 (http://clkrep.lacity.org/online/docs/2015/15-0817_ORD_184292_6-27-16.pdf).

Any subcontract entered into by the Contractor for work to be performed under this Agreement must include an identical provision as set forth in Section 426 herein.

§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 (http://clkrep.lacity.org/online/docs/1997/97-2162_ORD_172401_02-13-1999.pdf).

§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 (http://clkrep.lacity.org/online/docs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf).

§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 a protected class nor 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 the 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 as set forth in Section 430 herein.

§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/>, 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 (<https://bca.lacity.org/uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf>).

§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 (<https://bca.lacity.org/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf>).

§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 (https://bca.lacity.org/Uploads/contracting/LBP_Ordinance_181910.pdf).

§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 the 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 the City officials or candidates for elected the City office for twelve months after this Agreement is signed. Additionally, a the 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 the 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 elected for City office during the twelve month period 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 (<https://bca.lacity.org/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>).

§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

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 Resource 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 Interest 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 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 or disclose 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. 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/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in the LAHD Code of Conduct. A copy of the LAHD Code of Conduct has been provided to Contractor by LAHD and Contractor acknowledges receipt of the LAHD Code of Conduct and agrees to adhere therewith. No Agreements and/or Amendments will be executed without City approval 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 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 the LAHD Code of Conduct was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within the LAHD Code of Conduct that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§445. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50 (<https://bca.lacity.org/Uploads/sdo/Border%20Wall%20Ordinance.pdf>).

§446. City's Additional Remedies

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

§447. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§448. Work Not in Scope of Services

Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside

of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§449. Compliance with Current Applicable Safety Protocols and Laws

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

§450. 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 City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by 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 City.

VI. ENTIRE AGREEMENT

§501. Complete Agreement

This Agreement and Exhibits A to B 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 two (2) Exhibits A to B, 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 LACityClerk Connect website.

[Remainder of page left intentionally blank.]

[Signatures begin on the 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 _____, 2024

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Deputy/Assistant City Attorney

TRICIA KEANE
Interim 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:

HOLLY L. WOLCOTT, City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Executed this ____ day of _____, 2024

For: ESTOLANO ADVISORS, a
California for-profit corporation

Date _____

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

City Business License Number: 0002878662-0001-4

Internal Revenue Service ID Number: 47-5312888

Council File/CAO File Number: ##-####; Date of Approval: ###/###/202#

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.org/Uploads/lwo/Notice_to_Employees_of_Retaliation_%28English%29.pdf and in Spanish at https://bca.lacity.org/Uploads/lwo/Notice_to_Employees_of_Retaliation_%28Spanish%29.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 call the Equal Employment Opportunities Enforcement Section at (213) 847-2623.

**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 9001
Phone: (213) 847-2623 — Fax: (213) 847-2777**