

0150-12263-0003

T R A N S M I T T A L

TO The City Council	DATE 06/05/2026	COUNCIL FILE NO. 24-0606
FROM The Mayor		COUNCIL DISTRICT Citywide

First Amended and Restated Contracts with 25 on-call consultants for continued as-needed planning, urban design, marketing, strategic communications, and public outreach services.

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



MAYOR
(Mitch Kamin for)

MWS:KHO:02260085T

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: 05-19-26	C.D. No. Citywide	CAO File No.: 0150-12263-0003				
Contracting Department/Bureau: City Planning		Contact: Robertino Salgado – (213) 978-1204					
Reference: Department of City Planning transmittal dated April 9, 2026. Received by the City Administrative Officer on April 9, 2026. Additional information received through May 18, 2026.							
Purpose of Contract: To provide planning, urban design, marketing, strategic communications, and public engagement services on an as-needed basis.							
Type of Contract: () New contract (X) Amendment, See Attachment 1		Contract Term Dates: April 5, 2021 through December 31, 2027 (First Amended and Restated will extend the term for an additional 20 months)					
Contract/Amendment Amount: \$4.1 million							
Proposed amount \$1.1 million + Prior award(s) \$3 million = Total \$4.1 million							
Source of funds: Local Coastal Program grant, REAP 2.0 grant, Planning Long-Range Planning Fund, Planning Case Processing Fund, General Fund							
Name of Contractor: See Attachment 1							
Address: See Attachment 1							
	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: See Attachment 1				14. California Iran Contracting Act of 2010	X		

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor, authorize the Director of City Planning or designee to:

- Execute first amended and restated contracts with 23 on-call consultants as follows: Alta Planning and Design, Arup US, Inc (formerly Arup North America, Ltd.), City Design Studio LLC., DDK Communications, Dudek & Associates, Inc., Dyett & Bhatia, Finn Partners, M. Arthur Gensler Jr. & Associates, Inc. (Gensler), Gruen Associates, Here Design Studio, MIG (Moore Iacofano Goltsman, Inc.), Pastilla, Perkins Eastman, PLACEWORKS, Rios Hale Clementi Studios (Rios), Skidmore, Owings, & Merrill LLP, Stoss LU, RDC-S111, Inc. (dba Studio One Eleven), SWA Group, Sax Productions, Inc., Toole Design Group, LLC. Trifletti Consulting, Inc., and ZELDESIGN (ZHarrison and Associates) for on-call planning, urban design, marketing, strategic communication, and public outreach services to various planning projects, to extend the term for an additional 20 months through December 31, 2027 and increase the total maximum compensation by \$1.1 million from \$3 million to \$4.1 million in substantial

<i>Kelly O'Malley</i>			<i>Ylenda Chavez</i>		
KHO	Analyst	0150-12263-0003	for City Administrative Officer		

conformance with the draft contract (Attachment 2), subject to the review and approval of the City Attorney as to form, and compliance with the City's contracting requirements; and,

2. Execute first amended and restated contracts with AECOM Technical Services, Inc. and Kounkuey Design Initiative for on-call planning, urban design, marketing, strategic communication, and public outreach services to various planning projects, to extend the term for an additional 20 months through December 31, 2027, increase the total maximum compensation amount by \$1.1 million from \$3 million to \$4.1 million, and add the Regional Early Action Planning (REAP) 2.0 grant provisions in substantial conformance with the draft contract (Attachment 3), subject to the review and approval of the City Attorney as to form, and compliance with the City's contracting requirements.

SUMMARY

The Department of City Planning (DCP) entered into contracts with 29 on-call contractors (Contractors) to provide planning, urban design, marketing, strategic communications, and public engagements services on April 5, 2021. The Contractors were selected from a Request for Qualifications (RFQ) process initiated by the DCP on September 16, 2019 to establish an on-call list of planning, urban design, marketing, strategic communications and public engagement consultant services. The Contractors submitted Statements of Qualifications by the due date with a passing score of 70 percent or higher. The original term of each of the contracts was three years from April 5, 2021 through April 4, 2024 and established the total maximum compensation of \$1.5 million. The DCP executed first contract amendments with all Contractors, except Kendall Planning and Design who was nonresponsive, that extended the term for an additional 24 months through April 4, 2026 and increased total maximum compensation by \$1.5 million from \$1.5 million to \$3 million.

The DCP requests authority to execute the proposed first amended and restated contracts to extend the term for an additional 20 months through December 31, 2027 and increase the maximum compensation by \$1.1 million from \$3 million to \$4.1 million with 28 of the Contractors including AECOM Technical Services, Inc., Alta Planning and Design, Arup US, Inc., CallisonRTKL Inc., Champion City, Inc., City Design Studio LLC., DDK Communications, Dudek & Associates, Inc., Dyett & Bhatia, Finn Partners, M. Arthur Gensler Jr. & Associates, Inc. (Gensler), Gruen Associates, Here Design Studio, IBI Group, Kounkuey Design Initiative, MIG (Moore Iacofano Goltsman, Inc.), Pastilla, Perkins Eastman, PLACEWORKS, Rios Hale Clementi Studios (Rios), Skidmore, Owings, & Merrill LLP, Stoss LU, RDC-S111, Inc. (dba Studio One Eleven), SWA Group, Sax Productions, Inc., Toole Design Group, LLC. Trifiletti Consulting, Inc., and ZELDESIGN (ZHarrison and Associates). Additionally, the DCP requests to add the Regional Early Action Planning (REAP) 2.0 grant provisions to the AECOM Technical Services, Inc. and Kounkuey Design Initiative contracts. These extensions are necessary to complete work for REAP 2.0 grant funded projects, East San Fernando Valley transit neighborhood plan, low-rise design lab, new zoning code document maintenance, and Local Coastal Program grant funded projects. To date, the total contract amount encumbered is \$2,481,049 and the remaining balance is \$518,951. The total pending encumbrances for the low-rise design lab and zoning code document maintenance work is \$1,565,165. The proposed first amended and restated contracts increase the maximum compensation by \$1.1 million from \$3 million to \$4.1 million to align with the total amount encumbered and anticipated encumbrances.

This Office reviewed the compliance documents for the DCP's proposed 28 first amended and restated contracts. During this review, Champion City was non-responsive. As a result, this Office does not recommend to execute the first amended and restated contract with Champion City. Additionally, the

DCP reports that CallisonRTKL, Inc. and IBI Group have merged into Arcadis Inc. The DCP is working with the City Attorney and Arcadis Inc. to gather contracting compliance documents and will request an amended and restated contract with the merged entity at a later time.

Pursuant to Charter Section 1022, the Personnel Department determined that City employees have the expertise to perform the proposed work. This Office determined the proposed work can be performed more feasibly by a contractor as the work exceed staffing availability, the City does not have the necessary resources to complete the work within the timeframes, the work is of intermittent nature, and it is unlikely that the City would be able to continue the employment of persons hired for this work. The scope of work has not changed since the original contract.

Pursuant to Administrative Code Section 10.5(b)(2), Council approval is required for the proposed first amended and restated contract because no new competitive process has been used for more than a cumulative period of three years and the estimated annual payment will exceed \$200,130 annually.

FISCAL IMPACT STATEMENT

Funding for the proposed first amended and restated contracts will be provided by existing budget appropriations for this purpose. There is no additional General Fund impact.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that budgeted funds will be used for intended purposes.

MWS:YC:VES:KHO:02260085

Attachments

List of On-Call Planning and Urban Design, Marketing and Strategic Communications, and Public Engagement Services Contracts

Contract Number	Name of Contractor	Address	Workforce that resides in the City (%)
C-138152	AECOM Technical Services, Inc.	300 S Grand Ave. Los Angeles, CA 90071	13%
C-138153	Alta Planning and Design	617 W. 7th Street Suite 1103 Los Angeles, CA 90017	3%
C-138154	Arup North America, Ltd	900 Wilshire Blvd., Los Angeles, CA 90017	19%
C-138145	City Design Studio LLC	650 S. Grand Ave. Suite 400, Los Angeles, CA 90017	100%
C-138144	DDK Communications	2862 Tigertail Drive, Los Alamitos, CA 90720	0%
C-138143	Dudek & Associates, Inc. (DUDEK)	38 North Marengo Ave. Pasadena, CA 91101	3%
C-138146	Dyett & Bhatia	4001 Howe St. Oakland, CA 94611	0%
C-138147	Finn Partners	1925 Century Park East Suite 1200, Los Angeles, CA 90067	7%
C-138148	M. Arthur Gensler Jr. & Associates, Inc.	500 S. Figueroa St., Los Angeles, CA 90071	12%
C-138149	Gruen Associates	6330 San Vicente Blvd., Suite 200 Los Angeles, CA 90048	85%
C-138150	Here Design Studio	777 South Alameda St., Los Angeles, CA 90021	100%
C-138158	Kounkuey Design Initiative	2234 Beverly Blvd., Los Angeles, CA 90057	89%
C-138159	MIG (Moore Iacofano Goltsman, Inc.)	800 Hearst Ave., Berkeley, CA 94710	6%
C-138160	Pastilla	530 S. Lake Ave., Pasadena, CA 91101	100%
C-138161	Perkins Eastman	523 West Sixth St. Suite 600, Los Angeles, CA 90014	4%
C-138138	PLACEWORKS	3 MacArthur Place Suite 1100, Santa Ana, CA 92707	8%
C-138139	Rios Hale Clementi Studios (Rios)	6824 Melrose Ave. Los Angeles, CA 90038	100%
C-138141	Skidmore, Owings, & Merrill LLP	333 South Grand Ave. Suite 3600, Los Angeles, CA 90071	4%
C-138142	Stoss LU	1275 E. 6th St., Unit 201, Los Angeles, CA 90021	20%
C-138162	RDC-S111, Inc. (dba Studio One Eleven)	243 E. 3rd St. Long Beach, CA 90802	9%
C-138163	SWA Group	811 W. 7th Street, Los Angeles, CA 90017	15%
C-138140	Sax Productions Inc.	750 N. San Vicente Blvd. Los Angeles, CA 90069	100%
C-138164	Toole Design Group, LLC	8484 Georgia Ave., Suite 800 Silver Spring, MD 20910	2%
C-138165	Trifiletti Consulting, Inc.	1545 Wilshire Blvd., Los Angeles, CA 90017	63%
C-138166	ZELDESIGN (ZHarrison and Associates)	10736 Jefferson Blvd. #270, Culver City, CA 90230	0%

DEPARTMENT OF
CITY PLANNING
COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

MONIQUE LAWSHE
PRESIDENT

CAROLINE CHOE
VICE-PRESIDENT

PRISCILLA CHAVEZ
MARTINA DIAZ
SARAH JOHNSON
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DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

CRAIG R. WEBER
DEPUTY DIRECTOR

April 9, 2026

The Honorable Karen Bass
Mayor of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Attn: Legislative Coordinate

EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE THE FIRST AMENDED AND RESTATED CONTRACTS TO THE PLANNING & URBAN DESIGN, MARKETING & STRATEGIC COMMUNICATIONS, AND PUBLIC ENGAGEMENT SERVICES, PREQUALIFIED ON-CALL BENCH LIST AGREEMENTS

SUMMARY

Transmitted for your review, approval, and further processing, in accordance with the provisions of Executive Directive No. 3, is a proposed first amended and restated to the agreements between the Department of City Planning (DCP) and the following contractors:

1. AECOM Technical Services, Inc.
2. Alta Planning and Design
3. Arup US, Ltd
4. CallisonRTKL Inc.
5. Champion City
6. City Design Studio LLC
7. DDK Communications
8. Dudek & Associates, Inc.
9. Dyett & Bhatia
10. Finn Partners
11. Gensler
12. Gruen Associates
13. Here Design Studio
14. IBI Group
15. Kendall Planning & Design
16. Kounkuey Design Initiative
17. MIG
18. Pastilla
19. Perkins Eastman
20. PLACEWORKS
21. Rios Clementi Hale Studios
22. Skidmore, Owings & Merrill LLP
23. Stoss LU
24. Studio One Eleven
25. SWA Group
26. The Sax Agency
27. Toole Design Group, LLC
28. Trifiletti Consulting, Inc.
29. ZELDESIGN

The amendment will extend the term of all 29 contracts for an additional 20 months for a new expiration date of December 31, 2027, as well as raise the budget ceiling on each contract from \$3 million to \$4.1 million, which will be shared across the various contractors on the bench.

DISCUSSION

On September 16, 2019, DCP published on the RAMPLA (Regional Alliance Marketplace for Procurement) website a Letter of Availability and a Request for Qualifications (RFQ) for Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement Services to develop a pre-qualified list of on-call consultants for said services. A mandatory pre-proposal conference was held on October 25, 2019, to review the City's compliance requirements, review the project's Scope of Work, and answer questions.

A total of 32 firms submitted Statement of Qualifications (SOQ) by the due date of December 5, 2019. The SOQs were evaluated based on the timely submission of all required City documents, the evaluation criteria established in the RFQ, and the anticipated needs of DCP. Twenty-nine (29) firms qualified for some or all of the tasks as outlined in the Scope of Work.

Following the execution of the bench list in 2020, DCP was awarded \$2.4 million in grant funds from the Southern California Association of Governments (SCAG) for contractual services related to Regional Early Action Planning (REAP) 1.0 that required incorporation of REAP passthrough provisions for contracts awarded to AECOM Technical Services, Inc. and Dyett & Bhatia, as well as an increase in the current ceiling to accommodate future projects. This prompted the first amendment (CF# 24-0606) which extended the bench list for an additional two years as well as raising the contract ceiling from \$1.5 million to \$3 million to accommodate to REAP 1.0 projects and passthrough provisions.

The DCP has since been awarded \$6,803,759 in grant funds from SCAG, of which \$3,174,114 is for contractual services related to REAP 2.0, that require incorporation of the Memorandum of Understanding No M-049-25, REAP 2.0 Flow-Down Provisions for contracts awarded to AECOM Technical Services, Inc. and Kounkuey Design Initiative. In addition to the aforementioned REAP 2.0 funded projects, there is a continuing need for services under Arup US, Inc. for work related to the new zoning code document maintenance and summary handbook which will utilize \$100,000 in Local Coastal program Grant funds from the California Coastal Commission, MIG for the East San Fernando Valley transit neighborhood plan, and Dyett & Bhatia for the Low-Rise design lab.

Work related to the new zoning code document maintenance and summary handbook is ongoing and is expected to be completed by December 2027. For the East San Fernando Valley transit neighborhood plan, the integration of policy from State Bill 79 - "Abundant and Affordable Homes Near Transit Act" (SB79) and mobility element maps direction from Measure HLA (Healthy Streets LA) extended the initial timeline of the project. Dyett &

Bhatia is in the process of completing work for the Low-Rise Design Lab and the requested extension will provide time to close out the project and allow for processing.

The remaining contracts that currently do not have active projects also require amendments due to possible upcoming Task Order Solicitations associated with SB79. Extending the entire bench list will also grant the Department time to establish a new bench list before the current list expires.

Additionally, Arup US, Inc. became the primary operating entity for Arup North America, Ltd. Therefore, this first amended and restated agreement will need to reflect the name change from Arup North America, Ltd to Arup US, Inc.

FISCAL IMPACT

The contracts are funded by various special funds, including REAP grants and the California Coastal Commission Grant.

RECOMMENDATION

That the Mayor authorize the Director of Planning, or designee, to execute this first amended and restated with the aforementioned 29 on-call contracts for Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement Services, for an additional 20 months, and to raise the bench list contract budget ceiling to \$4.1 million, subject to the approval of the City Attorney as to form.

For additional information, please contact Robertino Salgado at (213) 978-1204 or Robertino.Salgado@lacity.org.

Sincerely,

VINCENT P. BERTONI, AICP
Director of Planning



HAYDEE URITA-LOPEZ
Deputy Director of Planning

Attachments: 1. Proposed contracts (standard template for 27 contracts and two REAP templates for AECOM and Kounkuey Design Initiative)

cc: Kelly O'Malley, Office of the City Administrative Officer
Andrew Said, Office of the City Attorney

CONTRACT NUMBER C-138154

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING**

AND

ARUP US, INC.

FOR

**PLANNING & URBAN DESIGN; MARKETING & STRATEGIC COMMUNICATIONS;
AND PUBLIC ENGAGEMENT SERVICES**

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This First Amended and Restated Contract (“Contract”) is entered into, by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Department of City Planning (“DCP” or “Department”) and Arup US, Inc. (“Consultant”), a California corporation, for services related to Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement:

RECITALS

1. WHEREAS, DCP issued a Request for Qualification (“RFQ”) on September 16, 2019, seeking firms qualified to provide Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
2. WHEREAS, Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise;
3. WHEREAS, The extension of 24 months was adopted by City Council (CF# 24-0606) on June 14, 2024;
4. WHEREAS, the Parties agreed to enter into a first amended and restated agreement in order to extend the contract for an additional 20 months;
5. WHEREAS, SECTION 2 TIME OF PERFORMANCE is deleted in its entirety and replaced by the following:

The term of this Contract commences upon execution and will terminate on December 31, 2027, unless otherwise terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts;

6. WHEREAS, SECTION 7.1 Compensation, 1st paragraph is hereby modified as follows:

The City’s total obligation under this Contract shall not exceed \$4.1 million for complete and satisfactory performance of the terms of this Contract. Each NTP will specify the amount and manner of compensation that Consultant will receive for completion of the tasks and deliverables for each project awarded. At no time, without prior duly executed Contract amendment, shall the combined total compensation across all Contracts awarded under the City’s September 16, 2019, RFQ referenced herein, exceed \$4.1 million.

7. WHEREAS, SECTION 11.14 RATIFICATION CLAUSE has been added; and
8. WHEREAS, through the entirety of the Contract, Standard Provisions for City Personal Services Contracts (Rev. 6/24) [v.1] will be replaced with Standard Provisions for City Personal Services Contracts (Rev. 1/25) [v.2].

9. WHEREAS, on April 1, 2021, ARUP North America transitioned into ARUP US, Inc.

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms and other capitalized terms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation.

Consultant means Arup US, Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

NTP means Notice to Proceed (letter form via email).

Proposal means Consultant’s Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement services consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 16, 2019.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25) [v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

The term of this Contract commences upon execution and will terminate on December 31, 2027, unless otherwise terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purpose of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement services as identified in the letter from the Director to Consultant dated August 27, 2020 (the "Award Letter").

3.3 Services and Deliverables to Be Provided by Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3 in which Consultant qualifies for per Section 3.2 above. Services include the following:

3.3.1 Planning and Urban Design Services

The DCP is seeking support in land use planning and urban design. The Department is soliciting qualified professional individuals, firms, or multi-disciplinary teams with experience in any of the areas described below to assist in the development of its planning efforts. Coordination with City staff is critical for the successful implementation of each project. Additional tasks related to items described below may be requested in the future depending on the specific needs of the City. Tasks may include but are not limited to:

- Providing planning and urban design services;
- Preparing a work plan, schedule, and project management approach;

- Coordinating project efforts with DCP, Department of Transportation Department of Public Works, and other City, County, Regional, State or Federal agencies;
- Developing an equitable and inclusive public engagement strategy which includes seeking out traditionally marginalized communities and underrepresented groups to achieve buy-in from stakeholders;
- Participating in community outreach activities, including stakeholder interviews, steering and advisory committees, public workshops, programmed neighborhood events, and public hearings;
- Assisting in communicating planning concepts to decision makers and the general public, including preparing conceptual design/massing alternatives, renderings and photo-simulations, site plans, maps, 3-D models, illustrations, and diagrams for use as visualization tools during public engagement and adoption phases of the project;
- Identifying and evaluating priority community benefits;
- Researching and inventorying existing streetscape conditions and open space and urban design characteristics, especially as they relate to existing and planned zoning, transportation, infrastructure, street design, and neighborhood character;
- Mapping existing land uses, infrastructure, demographics, and transit services within study areas;
- Analyzing and evaluating existing studies and conditions and identifying opportunities for pedestrian and community enhancements;
- Conducting feasibility analyses with respect to the potential for new development typologies, infrastructure improvements, creative and cultural arts districts, healthy community districts, transit neighborhood planning, and sustainable urban design strategies;
- Developing preliminary land use concepts, policies, and implementation strategies, including zoning ordinances, development standards, and design guidelines as part of various planning initiatives;
- Developing a matrix showing a range of design options with specific elements and associated cost;
- Evaluating project options, including, but not limited to, discussion of tradeoffs and expected outcomes of implementing various improvement alternatives;

- Preparing designs, guidelines, plans and/or policy recommendations for a variety of existing and evolving urban conditions, including wayfinding, sustainability, resilience, streetscape, landscape, transit, and public space;
- Providing designs, regulations and/or policy recommendations with regards to the expanded range of mobility options including, but not limited to, bike sharing, car sharing, scooters, autonomous vehicles, no-occupancy vehicles, micro-transit, pedicabs, taxicabs, vehicles for hire, and freight parking;
- Providing design guidance, regulations and/or policy recommendations with regards to improvements to existing and/or new facilities resulting from the on-going mobility evolution, including, but not limited to, the design and/or reconfiguration of surface lots, above-ground and subterranean structures, automated/robotic system structures, gas stations, and electric vehicle systems;
- Providing design and technical guidance with respect to evolving technologies and infrastructure advances for such items as cell towers, solar panels, drones, and electric vehicle charging systems;
- Preparing planning documents, including: General Plan Elements, Community Plans, and Specific Plans;
- Preparing draft code studies, code amendments, and evaluate new implementation tools;
- Preparing illustrative materials including maps, conceptual sketches, renderings, scaled drawings/site plans/cross-sections, and other graphics as needed;
- Preparing suggested landscape, streetscape, and building materials lists as needed.
- Preparing final materials, including layout and design with consideration of the various mediums through which the documents will be displayed including printed and/or electronic;
- Preparing cost estimates of probable construction costs associated with implementation of streetscape plans and/or other public spaces outside of the public right-of-way;
- Identifying potential sources of funding to implement proposed improvements;

- Developing implementation and funding strategies to address phasing of projects and infrastructure, as well as methods to finance infrastructure improvements;
- Preparing grant applications to fund the construction of improvements identified during the public engagement process; including the possibility of the need to develop further iterations of construction design drawings or site plans to assist in grant applications or implementation;
- Providing project management and coordination of consultant team; and
- Providing other related, allied, incidental, and supplementary services as needed to complete the work on awarded projects.

3.3.2 Marketing and Strategic Communications Services

Marketing and strategic communications services are needed to assist the DCP in identifying, developing, and implementing a number of new and ongoing strategies and campaigns. This work will be conducted in coordination with DCP staff to assist in the branding, promotion, advertising, and marketing of core project objectives. These services include but are not limited to:

- Conducting consumer and market research to inform community outreach and messaging;
- Providing DCP staff with guidance and assistance in how to message effectively across divisions to frame and capture the collective efforts of the Department. This would include, but is not limited to the following:
 - a. Meeting with management to understand the full scope of DCP's work;
 - b. Developing a master list of DCP's programs and initiatives;
 - c. Convening meetings to strategize on how best to frame DCP's efforts;
 - d. Preparing documents to standardize talking points; and
 - e. Drafting corresponding materials to disseminate for external use.
- Advising on and facilitating activities to help assess public opinions on DCP projects and initiatives through the use of surveys, polling, focus groups, or other established methods;
- Enhancing and supporting marketing and public engagement efforts alongside DCP staff in coordination with the External Affairs Unit;

- Developing a crisis communication plan working alongside DCP's External Affairs Unit, including a staffing plan, rapid-response support, media management, and crisis response training;
- Creating a public engagement campaign around a policy or project, including the marketing, community engagement, and messaging. A timeline should be provided with clearly identified opportunities for media engagement and support;
- Developing materials to support public engagement campaigns including, but not limited to, flyers, brochures, videos, infographics, books, boards, stationery, Keynote and/or PowerPoint presentations, event graphics, and related materials;
- Coordinating with elected officials, Neighborhood Councils, and other City and local agencies as it relates to the planning, design, development, and implementation of various projects and initiatives;
- Serving as liaison and spokesperson to Neighborhood Councils providing reports, developing/making presentations, and disseminating information on DCP programs and activities, with DCP's prior written approval;
- Writing, editing, developing, and producing videos. This includes storyboarding, securing a studio and corresponding equipment for recording, video production, and the finalization any logistics and details, with the final content and release of any video subject to City's prior written approval;
- Assisting the department in developing innovative outreach, communications, marketing, and engagement tools. Examples could include, but are not limited to:
 - a. Live SMS polling at public meetings;
 - b. Opportunities for interested parties to join contact lists through mobile phone sign ups;
 - c. Interactive web based tools such as GIS story maps or online simulations that help users understand planning practices and tradeoffs;
 - d. Tools that allow the public to offer comments and ask questions outside of formal public meetings;
 - e. Enhanced tracking capabilities to collect data on the location of demographics of people engaging with the DCP;
 - f. Telephone town halls;
 - g. Virtual meetings and/or webcasts;

- h. Podcasts and other new media; and
 - i. Other tools, as they become available.
- Providing other recommended activities or tools that will assist the DCP in reaching a broader audience of stakeholders and encouraging their active participation in the agency's projects, programs, or initiatives;
- Evaluating different outreach and communications strategies to meet department wide goals, including the drafting of a report that details recommended strategies with supporting analysis;
- Developing, implementing, or advising on branding for the Department, including a logo, style guide, and creative tool kit with corresponding applications based on all project types and audiences;
- Developing, designing, and implementing department marketing strategies to improve and/or create citywide brand or program awareness. This could include digital, text, and/or more traditional campaigns that involve canvassing of neighborhoods in order to reach a broader audience;
- Developing marketing materials in any of the official languages recognized by the City of Los Angeles;
- Designing, negotiating, and placing paid advertising for print and digital ads involving a combination of social media, newspapers, magazines, billboards, posters, flyers on regional and local transit buses, and at transit stops and stations. Costs associated with print ads should include design, print, and camera ready artwork;
- Developing website and social media campaigns for project and policy initiatives, including specific outreach efforts to increase engagement in accordance with the DCP Branding Policy and City's Information Technology Agency guidelines;
- Taking photos at community events, of specific neighborhoods, and/or significant buildings or features of the City, including cataloguing photos at the request of DCP staff;
- Providing moving and still visual images, long and short video projects, and audio content that can be used as either Public Service Announcements (PSA) or paid spots on the radio or television, in formats and time increments appropriate for use by media providers and approved by DCP;

- Designing Department “swag” and/or materials for cross-promotional purposes, including, but not limited to, bumper stickers, pocket calendars, key chains, license plate frames, custom labels on water bottles, lapel pins, buttons, pencils, mugs, notepads, folders, flash drives, pens, tee-shirts, hats, socks, bags, and gift cards;
- Providing graphic design services as well as media purchasing and placement expertise to create and utilize outreach materials including, but not limited to:
 - a. Flyer templates and informational handouts
 - b. Frequently asked question sheets
 - c. Posters
 - d. Quarterly, Bi-Annual, or Annual Reports
 - e. Department-wide and campaign specific brochures
 - f. Department-wide and campaign specific press releases
 - g. Campaign fact sheets
 - h. Newsletters
 - i. Direct mail programs
 - j. Signage and street banners
 - k. PowerPoint presentations
 - l. Event graphics
 - m. Bus backs and sides advertisements
 - n. Bulletin interior cards
 - o. Bus shelter advertisements
 - p. Blog/web posts
 - q. Web banners
 - r. Static banner/skyscraper development time, resizing for each use
 - s. Animated banner/skyscraper development time, resizing for each use
 - t. Go cards/ “take-ones”
- Enhancing and supporting any marketing and public engagement efforts by providing media expertise in the following areas:
 - a. Development of a comprehensive media strategy;
 - b. Preparation and dissemination of press releases, media advisories, and press kits. This could entail requests by DCP staff to set up meeting with members of the editorial board or local reporters for the purposes of convening press related conferences, events, and/or meetings;
 - c. Assisting staff in pitching ideas, stories, and op-eds to local, regional or national news outlets and online blogs;
 - d. Responding to general media inquiries;

- e. Providing media training as requested to assist DCP staff to prepare them for public presentations and/or media interviews;
 - f. Creating “talking points” to help DCP staff members communicate key ideas and facts to the media;
 - g. Organizing and producing media event/news conferences;
 - h. Working with staff to coordinate, plan, deploy and arrange payment for media buys, including: interactive, television, radio, and print;
 - i. Drafting public statements for the General Manager and senior executives; and
 - j. Developing, planning, and executing community meetings and/or forums including: Pre-publicity, site selection, inviting members of the public, Council Office notification and coordination, CBO communication, event timeline/agenda, and post-event publicity.
- Preparing comprehensive documentation reports that detail all tasks completed and evaluate their effectiveness in meeting pre-determined outreach, engagement, and communications goals.

3.3.3 Public Engagement Services

Public engagement services are needed in order to assist the DCP in conducting, gathering, and summarizing stakeholder input as part of the overall planning process. Services may be requested to assist in the development of specific strategies and messaging for a variety of planning initiatives. The work may range from creating a strategic plan of action to executing elements of that plan for the purposes of more targeted outreach. Public engagement services may include, but are not limited to:

- Conducting public surveys, organize and conduct targeted outreach for key stakeholders, and participate at community meetings, festivals, public hearings, and neighborhood council meetings to achieve department-wide results;
- Drafting, preparing, and disseminating outreach-related materials for digital and print purposes, including the design and preparation of any graphic materials in the form of videos, photographs, drawings, and infographics;
- Developing website content and construction as it relates to outreach efforts;

- Organizing and staffing community events, as well as providing pre-evaluation and post-evaluation based on attendance and overall performance;
- Identifying opportunities for broader engagement with community groups, including, but not limited to, nonprofits, community-based organizations, business interests, neighborhood groups, schools, community activists, etc.;
- Conducting stakeholder interviews; support steering and advisory committees; coordinate and staff public workshops, pop-up and neighborhood street design labs, events; and attend public hearings on behalf of the department;
- Developing and implementing outreach and/or participation strategies alongside DCP staff to inform, involve, and engage a broad and diverse spectrum of communities and stakeholders to achieve project objectives;
- Securing necessary permits for pop up projects and/or tactical urbanism demonstrations and preparing traffic management plans for full or partial street closures;
- Developing and implementing techniques for public participation that are tailored to the desired level of stakeholder involvement;
- Identifying key stakeholders with whom to engage, including under-represented groups, with innovative and culturally appropriate outreach methods. This will entail coordinating with local direct service providers and activists to identify ways to infuse public resources into project engagement efforts;
- Creating and managing website content for the purposes of acting as a central public information resource and/or community discussion forum, in accordance with DCP's brand;
- Supporting social media efforts by drafting content and monitoring posts in accordance with DCP's Social Media Handbook, working alongside the External Affairs Unit;
- Creating a process for the public to sign up to receive project information using portals such as DCP's website and social media channels;
- Creating, managing, and building lists comprised of key stakeholders, including email distribution lists;

- Providing trainings for DCP staff interested in learning more about community outreach and media relations;
- Securing and providing translation and interpretation services at events;
- Developing and implementing a methodology for evaluating the performance of outreach projects, and delivering pre-project and post-project evaluation summaries;
- Developing, capturing, and analyzing attendance using web and app crowdsourcing tools and other resources;
- Synthesizing community input, (including infographics, surveys, and any other feedback) collected in the form of summaries and memos for DCP staff;
- Preparing and delivering final project reports and presentation of findings as requested by DCP staff; and
- Scouting and securing venues, conducting walkthroughs for events, and staffing community events.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant’s services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City’s Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant, if it desires, shall respond to the RFB/TOS with a response (the “RFB/TOS Response”) on or before the specified response deadline detailing Consultant’s proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant’s RFB/TOS Response, information necessary or helpful to DCP’s evaluation of Consultant’s RFB/TOS Response, including, but not limited to:

- a. A project plan;

- b. A cost estimate for the project;
- c. Planned staff composition/allocation;
- d. The subconsultants that Consultant intends to utilize for the project;
- e. The schedule of performance; and
- f. Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" (NTE) compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project, such as, but, not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

4.4.2 Consultant shall adhere to terms indicated in the NTP.

4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP and this Contract.

4.4.4 No work is authorized until the City issues an NTP to the selected firm.

4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded

for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and an NTP signed by Director or Designee. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee 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 Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Consultant in writing a letter outlining any changes, deletions, or additions that includes the following information ("Change Request"):
- a. The nature of the change, deletions, or additions requested, including a brief description of any new or altered requirements; a description of the requested work to be changed, deleted or added; and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - b. The proposed change to the Schedule of Tasks, if any; and
 - c. Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP via a Change Request. Within ten (10) business days of DCP submission of a Change Request, the Consultant shall either sign and accept the change order ("Change Order Acceptance") or prepare and

deliver to the City a written statement (“Change Proposal”) that includes the following information:

- a. The impact of the change on existing requirements;
- b. The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- c. The estimated time schedule to incorporate the change, deletion, or addition;
- d. Impact of the change on Consultant’s ability to perform its obligations under this Contract;
- e. Any proposed changes to the City’s description of work or schedule of performance; and
- f. The period of time for which statement is valid.

5.1.3 Change Order Notice

Upon acceptance by the City of the Consultant's Change Order Acceptance or Change Proposal, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice. Consultant shall not perform any work set forth in a Change Request or Change Proposal unless and until it receives a Change Order Notice signed by Director or Designee.

5.1.4 Change Suggestions

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3, above, and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee. This right is in addition to any of City’s suspension or termination rights set forth in this Contract or the Standard Provisions for City Contracts.

SECTION 6 — PERFORMANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.

- 6.1.2 Consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur while this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Warranties

- 6.2.1 Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all deliverables, press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the deliverables, press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.
- 6.2.2 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The City's total obligation under this Contract shall not exceed \$4.1 million for complete and satisfactory performance of the terms of this Contract. Each NTP will specify the amount and manner of compensation that Consultant will receive for completion of the tasks and deliverables for each project awarded. At no time, without prior duly executed Contract amendment, shall the combined total compensation across all Contracts awarded under the City's September 16, 2019, RFQ referenced herein, exceed \$4.1 million.

Consultant shall deliver deliverables and invoices to the City upon completion of tasks as described in this Contract and in the NTP letter. City shall pay the Consultant for the deliverables that are completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services

performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- a. Consultant's name
- b. Contract number
- c. Project name
- d. Invoice number
- e. Remit To address
- f. Invoice date
- g. Dates of services performed
- h. Description of the task(s) performed and /or deliverable(s) during billing period
- i. All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- j. A progress report detailing work performed during the billing period, which includes the following:
 - i. Total budgeted project amount
 - ii. Percentage of total amount billed to date
 - iii. Percentage of total project completed to date
 - iv. Summary of work performed during the billing period
 - v. Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records

pertaining to the Contract. Consultant shall retain records for four (4) years following final payment per this Contract.

Consultant shall notify City within 10 days of the date on which its billing reaches 80 percent of the NTE amount specified in the NTP.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Consultant, in no way lessens, limits or waives the liability of Consultant to replace unsatisfactory work, equipment, or materials, even if 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 and/or the NTP may be rejected by City and, upon rejection, must be replaced by Consultant without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any subconsultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subconsultant personnel, if any, Consultant may assign to perform the work required hereunder. The Business Inclusion Program (BIP) Schedule A is considered the Consultant's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list and termination or suspension of this Contract and/or applicable NTP.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract, provided, however, that any matters, including Amendment which will increase the City's total obligation hereunder will be approved as provided in the Los Angeles City Charter or the Administrative Code.

9.2 Consultant's Representative

The Consultant hereby appoints William Anderson as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

City: City of Los Angeles, Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attn: Robertino Salgado
Robertino.Salgado@lacity.org

Consultant: Arup US, Inc.
900 Wilshire Boulevard, 19th Floor
Los Angeles, CA 90017
Attn: William Anderson
(424)410-4440
William.Anderson@arup.com

In the event that a party's designated notice recipient and/or notice address changes, that party shall notify the other party within five (5) days of such change.

10.2 Written Notices

All written notices required hereunder will be given by email and/or registered or certified mail, return receipt requested, to the recipients at the addresses listed above, and shall be deemed delivered as of the date of mailing.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25) [v.2] which are attached as Exhibit I and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinance Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (“SDO”) and the Disclosure of Border Wall Contracting Ordinance (“DBWCO”), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts (and the services of any other consultants with whom City will enter into contracts) and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is provided in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised

laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Consultant must be encrypted, secured, and protected.

11.8 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services

contracts.

11.9 Signatures

This Contract 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

11.10 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services Contracts
(Rev. 1/25) [v.2]

11.11 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.12 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by an duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

11.13 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

11.14 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

ARUP US, INC.
Consultant

By: _____
Director of City Planning

By: _____
Title: _____

Date: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to form:

Attest:

HAYDEE FELDSTEIN SOTO,
City Attorney

PATRICE Y. LATTIMORE,
City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration
Certificate:

0000086678

Contract Number:

C-138154

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: RFP

Date: 8/25/2020

Agreement/Reference: Planning and Urban Design Services

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: Provided to: Jason Valencia, Department of City Planning (213) 978-1256

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

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.

CONTRACT NUMBER C-138158

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING**

AND

KOUNKUEY DESIGN INITIATIVE, INC.

FOR

**PLANNING & URBAN DESIGN; MARKETING & STRATEGIC COMMUNICATIONS;
AND PUBLIC ENGAGEMENT SERVICES**

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This First Amended and Restated Contract (“Contract”) is entered into, by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Department of City Planning (“DCP” or “Department”) and Kounkuey Design Initiative, Inc. (“Consultant”), a California corporation, for services related to Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement:

RECITALS

1. WHEREAS, DCP issued a Request for Qualification (“RFQ”) on September 16, 2019, seeking firms qualified to provide Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
2. WHEREAS, Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise;
3. WHEREAS, the Parties agreed to enter into Amendment No. 1 to extend the Contract for an additional 24 months and increase compensation from \$1.5 to \$3 million to accommodate grant funds from the Southern California Association of Governments (SCAG), for contractual services related to Regional Early Action Program (REAP) 1.0 that requires incorporation of REAP passthrough provisions;
4. WHEREAS, the extension of 24 months was adopted by City Council (CF# 24-0606) on June 14, 2024;
5. WHEREAS, Amendment No.1 incorporated Exhibit II REAP Pass-Through Contract Provisions for the REAP 1.0 Grant and modified Section 11.12 “Order of Precedence”;
6. WHEREAS, SCAG awarded additional grant funds for contractual services under REAP 2.0;
7. WHEREAS, the Parties agreed to enter into a first amended and restated agreement in order to extend the contract for an additional **20 months**;
8. WHEREAS, SECTION 2 TIME OF PERFORMANCE is deleted in its entirety and replaced by the following:

The term of this Contract commences upon execution and will terminate on **December 31, 2027**, unless otherwise terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts;
9. WHEREAS, SECTION 7.1 Compensation, 1st paragraph is hereby modified as follows:

The City's total obligation under this Contract shall not exceed \$4.1 million for complete and satisfactory performance of the terms of this Contract. Each NTP will specify the amount and manner of compensation that Consultant will receive for completion of the tasks and deliverables for each project awarded. At no time, without prior duly executed Contract amendment, shall the combined total compensation across all Contracts awarded under the City's September 16, 2019 RFQ referenced herein, exceed \$4.1 million.

10. WHEREAS, SECTION 11.10 Incorporation of Exhibits is hereby modified by adding "Exhibit III: Memorandum of Understanding No M-049-25, REAP 2.0 Flow-Down Provisions";

11. WHEREAS, SECTION 11.12 Order of Precedence is hereby removed and replaced as follows:

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the REAP 1.0 Pass-Through Contract Provisions (for REAP 1.0 funded projects), followed by the REAP 2.0 Flow-Down Provisions (for REAP 2.0 funded projects), the body of this Contract, followed by the Standard Provisions for City Contracts, followed by followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

12. WHEREAS, SECTION 11.14 RATIFICATION CLAUSE has been added; and

13. WHEREAS, through the entirety of the Contract, Standard Provisions for City Personal Services Contracts (Rev. 6/24) [v.1] will be replaced with Standard Provisions for City Personal Services Contracts (Rev. 1/25) [v.2].

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms and other capitalized terms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation.

Consultant means Kounkuey Design Initiative, Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

NTP means Notice to Proceed (letter form via email).

Proposal means Consultant’s Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement services consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 16, 2019.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

The term of this Contract commences upon execution and will terminate on **December 31, 2027**, unless otherwise terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement services as identified in the letter from the Director to Consultant dated August 27, 2020 (the "Award Letter").

3.3 Services and Deliverables to Be Provided by Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various Planning & Urban Design; Marketing & Strategic Communications; and Public Engagement consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3 in which Consultant qualifies for per Section 3.2 above. Services include the following:

3.3.1 Planning and Urban Design Services

The DCP is seeking support in land use planning and urban design. The Department is soliciting qualified professional individuals, firms, or multi-disciplinary teams with experience in any of the areas described below to assist in the development of its planning efforts. Coordination with City staff is critical for the successful implementation of each project. Additional tasks related to items described below may be requested in the future depending on the specific needs of the City. Tasks may include but are not limited to:

- Providing planning and urban design services;
- Preparing a work plan, schedule, and project management approach;

- Coordinating project efforts with DCP, Department of Transportation Department of Public Works, and other City, County, Regional, State or Federal agencies;
- Developing an equitable and inclusive public engagement strategy which includes seeking out traditionally marginalized communities and underrepresented groups to achieve buy-in from stakeholders;
- Participating in community outreach activities, including stakeholder interviews, steering and advisory committees, public workshops, programmed neighborhood events, and public hearings;
- Assisting in communicating planning concepts to decision makers and the general public, including preparing conceptual design/massing alternatives, renderings and photo-simulations, site plans, maps, 3-D models, illustrations, and diagrams for use as visualization tools during public engagement and adoption phases of the project;
- Identifying and evaluating priority community benefits;
- Researching and inventorying existing streetscape conditions and open space and urban design characteristics, especially as they relate to existing and planned zoning, transportation, infrastructure, street design, and neighborhood character;
- Mapping existing land uses, infrastructure, demographics, and transit services within study areas;
- Analyzing and evaluating existing studies and conditions and identifying opportunities for pedestrian and community enhancements;
- Conducting feasibility analyses with respect to the potential for new development typologies, infrastructure improvements, creative and cultural arts districts, healthy community districts, transit neighborhood planning, and sustainable urban design strategies;
- Developing preliminary land use concepts, policies, and implementation strategies, including zoning ordinances, development standards, and design guidelines as part of various planning initiatives;
- Developing a matrix showing a range of design options with specific elements and associated cost;
- Evaluating project options, including, but not limited to, discussion of tradeoffs and expected outcomes of implementing various improvement alternatives;

- Preparing designs, guidelines, plans and/or policy recommendations for a variety of existing and evolving urban conditions, including wayfinding, sustainability, resilience, streetscape, landscape, transit, and public space;
- Providing designs, regulations and/or policy recommendations with regards to the expanded range of mobility options including, but not limited to, bike sharing, car sharing, scooters, autonomous vehicles, no-occupancy vehicles, micro-transit, pedicabs, taxicabs, vehicles for hire, and freight parking;
- Providing design guidance, regulations and/or policy recommendations with regards to improvements to existing and/or new facilities resulting from the on-going mobility evolution, including, but not limited to, the design and/or reconfiguration of surface lots, above-ground and subterranean structures, automated/robotic system structures, gas stations, and electric vehicle systems;
- Providing design and technical guidance with respect to evolving technologies and infrastructure advances for such items as cell towers, solar panels, drones, and electric vehicle charging systems;
- Preparing planning documents, including: General Plan Elements, Community Plans, and Specific Plans;
- Preparing draft code studies, code amendments, and evaluate new implementation tools;
- Preparing illustrative materials including maps, conceptual sketches, renderings, scaled drawings/site plans/cross-sections, and other graphics as needed;
- Preparing suggested landscape, streetscape, and building materials lists as needed.
- Preparing final materials, including layout and design with consideration of the various mediums through which the documents will be displayed including printed and/or electronic;
- Preparing cost estimates of probable construction costs associated with implementation of streetscape plans and/or other public spaces outside of the public right-of-way;
- Identifying potential sources of funding to implement proposed improvements;

- Developing implementation and funding strategies to address phasing of projects and infrastructure, as well as methods to finance infrastructure improvements;
- Preparing grant applications to fund the construction of improvements identified during the public engagement process; including the possibility of the need to develop further iterations of construction design drawings or site plans to assist in grant applications or implementation;
- Providing project management and coordination of consultant team; and
- Providing other related, allied, incidental, and supplementary services as needed to complete the work on awarded projects.

3.3.2 Marketing and Strategic Communications Services

Marketing and strategic communications services are needed to assist the DCP in identifying, developing, and implementing a number of new and ongoing strategies and campaigns. This work will be conducted in coordination with DCP staff to assist in the branding, promotion, advertising, and marketing of core project objectives. These services include but are not limited to:

- Conducting consumer and market research to inform community outreach and messaging;
- Providing DCP staff with guidance and assistance in how to message effectively across divisions to frame and capture the collective efforts of the Department. This would include, but is not limited to the following:
 - a. Meeting with management to understand the full scope of DCP's work;
 - b. Developing a master list of DCP's programs and initiatives;
 - c. Convening meetings to strategize on how best to frame DCP's efforts;
 - d. Preparing documents to standardize talking points; and
 - e. Drafting corresponding materials to disseminate for external use.
- Advising on and facilitating activities to help assess public opinions on DCP projects and initiatives through the use of surveys, polling, focus groups, or other established methods;
- Enhancing and supporting marketing and public engagement efforts alongside DCP staff in coordination with the External Affairs Unit;

- Developing a crisis communication plan working alongside DCP's External Affairs Unit, including a staffing plan, rapid-response support, media management, and crisis response training;
- Creating a public engagement campaign around a policy or project, including the marketing, community engagement, and messaging. A timeline should be provided with clearly identified opportunities for media engagement and support;
- Developing materials to support public engagement campaigns including, but not limited to, flyers, brochures, videos, infographics, books, boards, stationery, Keynote and/or PowerPoint presentations, event graphics, and related materials;
- Coordinating with elected officials, Neighborhood Councils, and other City and local agencies as it relates to the planning, design, development, and implementation of various projects and initiatives;
- Serving as liaison and spokesperson to Neighborhood Councils providing reports, developing/making presentations, and disseminating information on DCP programs and activities, with DCP's prior written approval;
- Writing, editing, developing, and producing videos. This includes storyboarding, securing a studio and corresponding equipment for recording, video production, and the finalization any logistics and details, with the final content and release of any video subject to City's prior written approval;
- Assisting the department in developing innovative outreach, communications, marketing, and engagement tools. Examples could include, but are not limited to:
 - a. Live SMS polling at public meetings;
 - b. Opportunities for interested parties to join contact lists through mobile phone sign ups;
 - c. Interactive web based tools such as GIS story maps or online simulations that help users understand planning practices and tradeoffs;
 - d. Tools that allow the public to offer comments and ask questions outside of formal public meetings;
 - e. Enhanced tracking capabilities to collect data on the location of demographics of people engaging with the DCP;
 - f. Telephone town halls;
 - g. Virtual meetings and/or webcasts;

- h. Podcasts and other new media; and
 - i. Other tools, as they become available.
- Providing other recommended activities or tools that will assist the DCP in reaching a broader audience of stakeholders and encouraging their active participation in the agency's projects, programs, or initiatives;
- Evaluating different outreach and communications strategies to meet department wide goals, including the drafting of a report that details recommended strategies with supporting analysis;
- Developing, implementing, or advising on branding for the Department, including a logo, style guide, and creative tool kit with corresponding applications based on all project types and audiences;
- Developing, designing, and implementing department marketing strategies to improve and/or create citywide brand or program awareness. This could include digital, text, and/or more traditional campaigns that involve canvassing of neighborhoods in order to reach a broader audience;
- Developing marketing materials in any of the official languages recognized by the City of Los Angeles;
- Designing, negotiating, and placing paid advertising for print and digital ads involving a combination of social media, newspapers, magazines, billboards, posters, flyers on regional and local transit buses, and at transit stops and stations. Costs associated with print ads should include design, print, and camera ready artwork;
- Developing website and social media campaigns for project and policy initiatives, including specific outreach efforts to increase engagement in accordance with the DCP Branding Policy and City's Information Technology Agency guidelines;
- Taking photos at community events, of specific neighborhoods, and/or significant buildings or features of the City, including cataloguing photos at the request of DCP staff;
- Providing moving and still visual images, long and short video projects, and audio content that can be used as either Public Service Announcements (PSA) or paid spots on the radio or television, in formats and time increments appropriate for use by media providers and approved by DCP;

- Designing Department “swag” and/or materials for cross-promotional purposes, including, but not limited to, bumper stickers, pocket calendars, key chains, license plate frames, custom labels on water bottles, lapel pins, buttons, pencils, mugs, notepads, folders, flash drives, pens, tee-shirts, hats, socks, bags, and gift cards;
- Providing graphic design services as well as media purchasing and placement expertise to create and utilize outreach materials including, but not limited to:
 - a. Flyer templates and informational handouts
 - b. Frequently asked question sheets
 - c. Posters
 - d. Quarterly, Bi-Annual, or Annual Reports
 - e. Department-wide and campaign specific brochures
 - f. Department-wide and campaign specific press releases
 - g. Campaign fact sheets
 - h. Newsletters
 - i. Direct mail programs
 - j. Signage and street banners
 - k. PowerPoint presentations
 - l. Event graphics
 - m. Bus backs and sides advertisements
 - n. Bulletin interior cards
 - o. Bus shelter advertisements
 - p. Blog/web posts
 - q. Web banners
 - r. Static banner/skyscraper development time, resizing for each use
 - s. Animated banner/skyscraper development time, resizing for each use
 - t. Go cards/ “take-ones”
- Enhancing and supporting any marketing and public engagement efforts by providing media expertise in the following areas:
 - a. Development of a comprehensive media strategy;
 - b. Preparation and dissemination of press releases, media advisories, and press kits. This could entail requests by DCP staff to set up meeting with members of the editorial board or local reporters for the purposes of convening press related conferences, events, and/or meetings;
 - c. Assisting staff in pitching ideas, stories, and op-eds to local, regional or national news outlets and online blogs;
 - d. Responding to general media inquiries;

- e. Providing media training as requested to assist DCP staff to prepare them for public presentations and/or media interviews;
 - f. Creating “talking points” to help DCP staff members communicate key ideas and facts to the media;
 - g. Organizing and producing media event/news conferences;
 - h. Working with staff to coordinate, plan, deploy and arrange payment for media buys, including: interactive, television, radio, and print;
 - i. Drafting public statements for the General Manager and senior executives; and
 - j. Developing, planning, and executing community meetings and/or forums including: Pre-publicity, site selection, inviting members of the public, Council Office notification and coordination, CBO communication, event timeline/agenda, and post-event publicity.
- Preparing comprehensive documentation reports that detail all tasks completed and evaluate their effectiveness in meeting pre-determined outreach, engagement, and communications goals.

3.3.3 Public Engagement Services

Public engagement services are needed in order to assist the DCP in conducting, gathering, and summarizing stakeholder input as part of the overall planning process. Services may be requested to assist in the development of specific strategies and messaging for a variety of planning initiatives. The work may range from creating a strategic plan of action to executing elements of that plan for the purposes of more targeted outreach. Public engagement services may include, but are not limited to:

- Conducting public surveys, organize and conduct targeted outreach for key stakeholders, and participate at community meetings, festivals, public hearings, and neighborhood council meetings to achieve department-wide results;
- Drafting, preparing, and disseminating outreach-related materials for digital and print purposes, including the design and preparation of any graphic materials in the form of videos, photographs, drawings, and infographics;
- Developing website content and construction as it relates to outreach efforts;

- Organizing and staffing community events, as well as providing pre-evaluation and post-evaluation based on attendance and overall performance;
- Identifying opportunities for broader engagement with community groups, including, but not limited to, nonprofits, community-based organizations, business interests, neighborhood groups, schools, community activists, etc.;
- Conducting stakeholder interviews; support steering and advisory committees; coordinate and staff public workshops, pop-up and neighborhood street design labs, events; and attend public hearings on behalf of the department;
- Developing and implementing outreach and/or participation strategies alongside DCP staff to inform, involve, and engage a broad and diverse spectrum of communities and stakeholders to achieve project objectives;
- Securing necessary permits for pop up projects and/or tactical urbanism demonstrations and preparing traffic management plans for full or partial street closures;
- Developing and implementing techniques for public participation that are tailored to the desired level of stakeholder involvement;
- Identifying key stakeholders with whom to engage, including under-represented groups, with innovative and culturally appropriate outreach methods. This will entail coordinating with local direct service providers and activists to identify ways to infuse public resources into project engagement efforts;
- Creating and managing website content for the purposes of acting as a central public information resource and/or community discussion forum, in accordance with DCP's brand;
- Supporting social media efforts by drafting content and monitoring posts in accordance with DCP's Social Media Handbook, working alongside the External Affairs Unit;
- Creating a process for the public to sign up to receive project information using portals such as DCP's website and social media channels;
- Creating, managing, and building lists comprised of key stakeholders, including email distribution lists;

- Providing trainings for DCP staff interested in learning more about community outreach and media relations;
- Securing and providing translation and interpretation services at events;
- Developing and implementing a methodology for evaluating the performance of outreach projects, and delivering pre-project and post-project evaluation summaries;
- Developing, capturing, and analyzing attendance using web and app crowdsourcing tools and other resources;
- Synthesizing community input, (including infographics, surveys, and any other feedback) collected in the form of summaries and memos for DCP staff;
- Preparing and delivering final project reports and presentation of findings as requested by DCP staff; and
- Scouting and securing venues, conducting walkthroughs for events, and staffing community events.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant’s services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City’s Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant, if it desires, shall respond to the RFB/TOS with a response (the “RFB/TOS Response”) on or before the specified response deadline detailing Consultant’s proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant’s RFB/TOS Response, information necessary or helpful to DCP’s evaluation of Consultant’s RFB/TOS Response, including, but not limited to:

- a. A project plan;

- b. A cost estimate for the project;
- c. Planned staff composition/allocation;
- d. The subconsultants that Consultant intends to utilize for the project;
- e. The schedule of performance; and
- f. Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" (NTE) compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project, such as, but, not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

4.4.2 Consultant shall adhere to terms indicated in the NTP.

4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP and this Contract.

4.4.4 No work is authorized until the City issues an NTP to the selected firm.

4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded

for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and an NTP signed by Director or Designee. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee 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 Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Consultant in writing a letter outlining any changes, deletions, or additions that includes the following information ("Change Request"):
- a. The nature of the change, deletions, or additions requested, including a brief description of any new or altered requirements; a description of the requested work to be changed, deleted or added; and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - b. The proposed change to the Schedule of Tasks, if any; and
 - c. Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP via a Change Request. Within ten (10) business days of DCP submission of a Change Request, the Consultant shall either sign and accept the change order ("Change Order Acceptance") or prepare and

deliver to the City a written statement (“Change Proposal”) that includes the following information:

- a. The impact of the change on existing requirements;
- b. The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- c. The estimated time schedule to incorporate the change, deletion, or addition;
- d. Impact of the change on Consultant’s ability to perform its obligations under this Contract;
- e. Any proposed changes to the City’s description of work or schedule of performance; and
- f. The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's Change Order Acceptance or Change Proposal, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice. Consultant shall not perform any work set forth in a Change Request or Change Proposal unless and until it receives a Change Order Notice signed by Director or Designee.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3, above, and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee. This right is in addition to any of City’s suspension or termination rights set forth in this Contract or the Standard Provisions for City Contracts.

SECTION 6 — PERFORMANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.

- 6.1.2 Consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur while this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Warranties

- 6.2.1 Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all deliverables, press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the deliverables, press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.
- 6.2.2 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The City's total obligation under this Contract shall not exceed **\$4.1 million** for complete and satisfactory performance of the terms of this Contract. Each NTP will specify the amount and manner of compensation that Consultant will receive for completion of the tasks and deliverables for each project awarded. At no time, without prior duly executed Contract amendment, shall the combined total compensation across all Contracts awarded under the City's September 16, 2019, RFQ referenced herein, exceed **\$4.1 million**.

Consultant shall deliver deliverables and invoices to the City upon completion of tasks as described in this Contract and in the NTP letter. City shall pay the Consultant for the deliverables that are completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services

performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- a. Consultant's name
- b. Contract number
- c. Project name
- d. Invoice number
- e. Remit To address
- f. Invoice date
- g. Dates of services performed
- h. Description of the task(s) performed and /or deliverable(s) during billing period
- i. All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- j. A progress report detailing work performed during the billing period, which includes the following:
 - i. Total budgeted project amount
 - ii. Percentage of total amount billed to date
 - iii. Percentage of total project completed to date
 - iv. Summary of work performed during the billing period
 - v. Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records

pertaining to the Contract. Consultant shall retain records for four (4) years following final payment per this Contract.

Consultant shall notify City within 10 days of the date on which its billing reaches 80 percent of the NTE amount specified in the NTP.

7.3 Payment

7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Consultant, in no way lessens, limits or waives the liability of Consultant to replace unsatisfactory work, equipment, or materials, even if 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 and/or the NTP may be rejected by City and, upon rejection, must be replaced by Consultant without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any subconsultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subconsultant personnel, if any, Consultant may assign to perform the work required hereunder. The Business Inclusion Program (BIP) Schedule A is considered the Consultant's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list and termination or suspension of this Contract and/or applicable NTP.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract, provided, however, that any matters, including Amendment which will increase the City's total obligation hereunder will be approved as provided in the Los Angeles City Charter or the Administrative Code.

9.2 Consultant's Representative

The Consultant hereby appoints Jerome Chou as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

City: City of Los Angeles, Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attn: Robertino Salgado
Robertino.Salgado@lacity.org

Consultant: Kounkuey Design Initiative, Inc.
309 East 8th Street, Suite #205
Los Angeles, CA 90014
Attn: Jerome Chou
(213) 537-0031
jerome@kounkuey.org

In the event that a party's designated notice recipient and/or notice address changes, that party shall notify the other party within five (5) days of such change.

10.2 Written Notices

All written notices required hereunder will be given by email and/or registered or certified mail, return receipt requested, to the recipients at the addresses listed above, and shall be deemed delivered as of the date of mailing.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25) [v.2] which are attached as Exhibit I and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinance Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (“SDO”) and the Disclosure of Border Wall Contracting Ordinance (“DBWCO”), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts (and the services of any other consultants with whom City will enter into contracts) and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is provided in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised

laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Consultant must be encrypted, secured, and protected.

11.8 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services

contracts.

11.9 Signatures

This Contract 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

11.10 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services Contracts
(Rev. 1/25) [v.2]

Exhibit II: REAP Pass-Through Contract Provisions for the REAP
1.0

Exhibit III: Memorandum of Understanding No M-049-25, REAP 2.0
Flow-Down Provisions

11.11 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.12 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the REAP 1.0 Pass-Through Contract Provisions (for REAP 1.0 funded projects), followed by the REAP 2.0 Flow-Down Provisions (for REAP 2.0 funded projects), the body of this Contract, followed by the Standard Provisions for City Contracts, followed by followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

11.13 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of

this Contract.

11.14 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

KOUNKUEY DESIGN INITIATIVE,
INC.
Consultant

By: _____
Director of City Planning

By: _____
Title: _____

Date: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to form:

Attest:

HAYDEE FELDSTEIN SOTO,
City Attorney

PATRICE Y. LATTIMORE,
City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate: 0002695917-0001-3

Contract Number: 138158

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: RFP

Date: 8/25/2020

Agreement/Reference: Planning and Urban Design Services

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: Provided to: Jason Valencia, Department of City Planning (213) 978-1256

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

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.

**REGIONAL EARLY ACTION PLANNING GRANT (“REAP”)
PASS-THROUGH CONTRACT PROVISIONS**

For

FOR PROFIT CONTRACTORS

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THESE ADDITIONAL PASS-THROUGH PROVISIONS, hereinafter referred to as “REAP Agreement” or simply as “Agreement,” are made and entered into, by and between the City of Los Angeles, acting by and through its Department of City Planning, hereinafter referred to as “LA City Planning”, and said Consultant, hereinafter referred to as “Consultant,” named in the LA City Planning contract, hereinafter referred to as “City Planning Agreement,” of which this document is attached to. Collectively LA City Planning and Consultant are referred to herein as the “Parties.”

RECITALS

WHEREAS, LA City Planning is a planning organization that is organized to work in collaboration with the Southern California Association of Governments, the region’s federally designated Metropolitan Planning Organization (“SCAG”). SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial, and LA City Planning collaborates as one of the subregional planning organizations within the County of Los Angeles;

WHEREAS, the primary source of funding for this REAP Agreement is allocated to SCAG pursuant to the State of California (“State”), Department of Housing and Community Development (“Department”) under the Regional Early Action Planning (“REAP”) Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG and LA City Planning have entered into that certain Memorandum of Understanding, effective as of April 19, 2021 (“MOU”), whereby SCAG has provided grant funding to LA City Planning as a sub-recipient under the REAP program, with such funds being subject to and conditioned on the terms of the MOU;

WHEREAS, consistent with the State of California Contract Manual section 3.17, Subvention and Local Assistance Contract, part B, SCAG has determined the necessity and reasonableness of the cost in the Consultant’s cost in this Agreement and the Agreement contains adequate cost controls;

WHEREAS, partial funds provided under this Agreement/the primary source of funding for this Agreement is allocated pursuant to the State of California (“State”), Department of Housing and Community Development (“Department”) under the REAP Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30;

WHEREAS, LA City Planning seeks to retain the Services of Consultant to provide services related to implementing planning projects to further the development of housing within the City of Los Angeles (“Project”), which Services are permitted to be procured pursuant to the MOU; and

WHEREAS, Consultant agrees to perform the Services required by LA City Planning on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS OF REAP AGREEMENT

1. Term

- a. The Term of this REAP Agreement shall begin on the Effective Date of the City Planning Agreement and continue until expiration of said agreement, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein.
- b. Time is of the essence in the performance of Services under this REAP Agreement.

2. Compensation

- a. The maximum amount payable under this REAP Agreement, including all expenses, shall not exceed the amount listed in a duly executed LA City Planning Notice to Proceed ("NTP") and/or Change Order subject to Sections 1 (Term) of this Agreement.
- b. This is a Lump Sum Agreement with Milestone/Deliverable Payment Agreement. Consultant shall be paid based upon completed deliverables in accordance with a duly executed LA City Planning NTP and/or Change Order.

3. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this REAP Agreement, and shall not transfer the same, without written notification to and the prior written consent of LA City Planning in a form approved by LA City Planning, which consent LA City Planning may grant, condition or withhold in its sole and absolute discretion.
- b. In the event of any change in ownership or control of Consultant's firm or Subconsultant's firm, Consultant shall provide written notification to LA City Planning and LA City Planning shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by LA City Planning.

4. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing in the form of a contract Amendment and fully executed by the Parties, or in the form of a unilateral Amendment signed by LA City Planning only under the circumstances and process set forth in Section 4.c. of this Agreement, which changes shall be approved in writing and in advance by SCAG. The Consultant Project Manager or LA City Planning Project Manager shall initiate a standard contract Amendment via the "Contract Amendment Request Form" ("Request"), Exhibit F, attached hereto and incorporated herein by this reference. A Request only initiates the contract amendment process. LA City Planning must still approve the actual Contract Amendment ("Amendment"). Such Amendment shall not become effective without the full execution by the Parties. The Effective Date of such Amendment shall be set forth in the Amendment, and shall be no earlier than the date that LA City Planning received the Request. LA City Planning shall disallow any and all costs incurred by the Consultant prior to the Effective Date of an Amendment resulting from a Request.
- b. LA City Planning may request, at any time, Amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) calendar days from the date of

the written notice, Consultant shall notify LA City Planning of the impact of such changes on the Scope of Work, Schedule, and Budget. Upon agreement between the Parties as to the required changes, an Amendment to this Agreement shall be prepared regarding the same.

- c. LA City Planning may additionally unilaterally amend the Agreement if such Amendment relates solely to an administrative revision by LA City Planning of the available funding under Section 2, as set forth in Exhibit D-1. This type of Amendment is administrative in nature and allows LA City Planning to make adjustments to the funding of the Agreement without materially impacting the Scope of Work, Schedule, or Budget. LA City Planning shall notify Consultant of this unilateral Amendment to the Agreement within ten (10) days from the date of the change.

5. Written and Electronic Versions of Work Products, Related Work Materials, and Inventions

- a. For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced from Services under this Agreement including, but not limited to, all Work Products conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Services commissioned or performed under this Agreement. Work Product includes all deliverables, Inventions (as defined below), innovations, improvements, or other works of authorship Consultant and/or Subconsultant may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by, or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. For purposes of this Agreement, "Inventions," shall mean any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or Subconsultant during the term of this Agreement and in performance of any Services under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of any Task Order issued under this Agreement.
- d. During or upon completion of the Scope of Work, Consultant shall deliver to the LA City Planning Project Manager, as requested, all Work Products and Related Work Materials. Such materials shall be provided in electronic PDF format as follows:
 - (1) One electronic PDF copy in a medium pre-approved in writing by the LA City Planning Project Manager;
 - (2) One electronic copies of all software (including source code, User's Manual, and full documentation in printed and electronic form), databases, and web materials;
 - (3) One double-sided hard copy of all material prepared for and used in presentations, including overhead, Power Point and hard copy presentations;
 - (4) Copies of all photographs taken at meetings, conferences, or Project sites in

conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or flash drive. Traditional photographic prints are also acceptable; and,
(5) Other Related Work Materials, as requested by the LA City Planning Project Manager.

- e. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
- f. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to LA City Planning. Consultant shall provide to LA City Planning documentation of quality assurance procedures applied, and a complete record of the software testing performed.
- g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:

“The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of LA City Planning or the Department. This report does not constitute a standard, specification or regulation.”

6. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 5, Subsections a, b and c (Written and Electronic Versions of Work Products, Related Work Materials, and Inventions), respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved and fully assigned hereby to SCAG. The Consultant shall not copyright Work Products or Related Work Materials.
 - As between Consultant and LA City Planning, all title is reserved to LA City Planning for any tangible property purchased in connection with this agreement and not fully consumed in the performance of this Agreement.
 - If applicable, the Consultant shall include a detailed inventory of any State-furnished property, and comply with the policies and procedures regarding State-owned property accounting for, usage, care, maintenance, protection, and return to LA City Planning of the property as set forth in the State Administrative Manual §8640, et seq.
 - If purchase of equipment is a reimbursable item, the equipment to be purchased shall be specified. If applicable, automotive equipment shall be purchased by the DGS/Procurement Division. LA City Planning shall arrange for purchase of all other major equipment items by the DGS/Procurement Division, as well as other items when economies can be achieved by so doing, with the cost to be deducted from the amount payable to the consultant.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third-party agreement and related to the Services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.

- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify LA City Planning and SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title, and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of LA City Planning's and SCAG's respective legal counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by LA City Planning or SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. LA City Planning shall direct Consultant as to the disposition of all such property upon completion or termination of this Agreement.
- i. LA City Planning and/or SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which LA City Planning and/or SCAG deem(s) appropriate without additional compensation to Consultant.

7. Termination

- a. Termination Resulting from Lack of Approval in SCAG's Comprehensive Budget

In the event that the work provided for under this Agreement is not approved in the next SCAG Comprehensive Budget, the subsequent Comprehensive Budget, or Comprehensive Budget Amendments, this Agreement, as provided in Section 1 (Term), is deemed to be terminated effective June 30th of the applicable Fiscal Year.

- b. Termination for Convenience of LA City Planning

LA City Planning may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty (30)

calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of LA City Planning, become LA City Planning's and/or SCAG's property. If this Agreement is terminated by LA City Planning, as provided herein, LA City Planning's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, LA City Planning shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of LA City Planning, become LA City Planning's property.

8. Compliance with Laws, Rules, and Regulations

Consultant shall perform all Services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

9. Independent Contractor

The Consultant agrees to provide the Services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of LA City Planning.

10. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision; if this provision differs from the rules of the American Arbitration Association, then this provision shall control. Consultant shall continue with the responsibilities under this Agreement during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award.

11. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless LA City Planning, its members, officers, governing board members, employees, and agents, and SCAG, its members, officers, governing board members, employees, grantors, and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional Services under this Agreement.
- c. For all other Services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, protect, defend, and hold harmless LA City Planning, its members, officers, governing board members, employees, and agents, and SCAG, its members, officers, governing board members, employees, grantors, and agents, from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees, or Subconsultants.
- d. Consultant shall defend, indemnify, and hold harmless LA City Planning, its members, officers, governing board members, employees, grantors, and agents, and SCAG, its members, officers, governing board members, employees, grantors, and agents, against any and all claims against LA City Planning and/or SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that LA City Planning and/or SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

12. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (e.g., cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.
- b. Consultant shall ensure and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act and the Age Discrimination Act of 1975 and all implementing regulations (Government Code, Section 12900 et seq. and 42 USC 3601-20); and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990

(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are all incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- d. Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- e. If federal funds are to be provided under this Agreement, or if expressly required by the State funding source, Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (“U.S. DOT”), 49 C.F.R. Part 21 and 23 C.F.R. Part 200; hereinafter referred to as “U.S. DOT regulations”), and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term “Contractor” appears therein, it shall mean Consultant.
- f. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data, and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- g. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the U.S. DOT regulations relative to nondiscrimination.
- h. Sanctions for Noncompliance: Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as LA City Planning may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- i. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of “a” through “e” of this section. The Consultant shall take such action with respect to any subcontract or procurement as LA City Planning may direct as a means of enforcing such provisions including sanctions for noncompliance.

13. Records Retention and Audits

- a. The Consultant and its Subconsultants shall maintain all source documents, books, and records connected and all work performed under this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program (“OWP”), whichever is later, and shall make all supporting

information available upon request for inspection and audit by representatives of LA City Planning, SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by Consultant or its Subconsultants upon request at no cost to LA City Planning or SCAG.

- b. LA City Planning shall maintain all source documents, books, and records connected with this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by LA City Planning upon request at no cost to SCAG.
- c. At any time during the term of this Agreement, LA City Planning, SCAG or the Department may perform a financial audit of any and all phases of the Agreement. At LA City Planning, SCAG, and the Department's request, Consultant or its Subconsultants shall provide, at their respective own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. LA City Planning agrees that LA City Planning, SCAG, or the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. Consultant agrees to provide any relevant information requested.
- e. Consultant agrees to permit LA City Planning, SCAG, or the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes or program guidelines that are relevant to Consultant's performance of this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Consultant or Subconsultants until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, LA City Planning and Consultant agree to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by LA City Planning in compliance with 2 C.F.R., Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. LA City Planning is responsible for assuring that the Single Auditor has reviewed the requirements of this Agreement. Copies of said audits shall be submitted to SCAG.
- h. Consultant, its staff, contractors, and subcontractors shall establish and maintain an accounting system and reports conforming to Generally Accepted Accounting Principles

("GAAP") to support invoices which segregate and accumulate incurred costs of the applicable Project Number(s) by line item and produce narrative reports which clearly identify reimbursable costs and other. Further, Consultant agrees to authorize SCAG or the Department to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

- i. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

14. Invoicing for Payment

- a. The Consultant agrees and acknowledges that that it will not engage in any Services for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner. Any request by Consultant for payment from LA City Planning for these Services will be disallowed.
- b. The Consultant shall obtain LA City Planning's written authorization prior to purchasing any item exceeding \$2,500 for any articles, supplies, equipment, or Services. When purchasing these types of items, the Consultant shall competitively procure items and maintain documentation to substantiate the competition. This includes all the particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of competition.
- c. LA City Planning reserves prior agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. Consultant is required to acknowledge the support of LA City Planning when publicizing the work under the contract in any media.

15. State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State funds have been paid or will be paid, by or on behalf of LA City Planning, to any person for influencing or attempting to influence an officer or employee of any State agency, a Member of the State Legislature, an officer or employee of the Legislature, or any employee of a Member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- b. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and that all such Subconsultants shall certify and disclose accordingly.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. If any federal funds are provided under this Agreement or if state funding sources otherwise require, the Consultant agrees that submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31

U.S.C. 1352.

- d. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

16. Certifications and Assurances

The provisions of this Section 16 shall only apply if federal funds are to be provided under this Agreement or if state funding sources require such assurances to be given.

- a. Consultant shall adhere to the following requirements. Such requirements shall apply to Consultant and any of its Subconsultants to the same extent as LA City Planning and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation ("U.S. DOT") implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's Comprehensive Budget. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
 - (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - (3) Drug Free Work Place Agreement
 - (4) Intergovernmental Review Assurance
 - (5) Nondiscrimination Assurance
 - (6) Nondiscrimination on the Basis of Disability
 - (7) Certification and Assurances required by the U.S. Office of Management and Budget
 - (8) State of California Form CCC 04/2017, incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- c. The Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation at no cost to LA City Planning and/or SCAG to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.
- d. Clean Air; Clean Water Act. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to: (1) the Clean Air Act, as amended, 42 U.S.C. §7401 et seq., and (2) the Federal Water Pollution Control Act, as amended, 33 U.S.C.

§1251 et seq. Consultant agrees to report each violation of either of the foregoing to SCAG and understands and agrees that the SCAG will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

17. Cost Principles

- a. Consultant agrees to comply with the following if Federal funds are to be provided under this Agreement, or if expressly required by the State funding source:
 - (1) "Cost Principles for State, Local, and Indian Tribal Governments," and successors thereto, shall be used to determine the allowability of individual project cost items, and
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either LA City Planning, The State of California, Department of Housing and Community Development, or other State or authorities to be unallowable are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due LA City Planning within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, LA City Planning is authorized to withhold future payments due Consultant.
- c. Consultant agrees to furnish documentation to LA City Planning to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

18. Stop Work

- a. LA City Planning may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Consultant, and for any further period to which LA City Planning authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to the Consultant, or within any extension of that period by LA City Planning, LA City Planning shall either:
 - (1) Cancel the Stop Work Order; or
 - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.
- b. If a Stop Work Order is issued under this section, LA City Planning shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

19. Flow-Down Provisions

Any subcontract, of any tier entered into by the prime consultant as a result of this Agreement

shall be written, executed subsequent to the prime consultant executing its contract with LA City Planning within a reasonable time, and shall contain the following provisions of this Agreement:

Section 5 (Written and Electronic Version of Work Products and Related Work Materials);
Section 6 (Ownership, Confidentiality, Use of Work Products and Inventions);
Section 7 (Termination);
Section 8 (Compliance with Laws, Rules, and Regulations);
Section 9 (Independent Contractor);
Section 10 (Disputes);
Section 11 (Indemnity);
Section 12 (Non-Discrimination/Equal Employment Opportunity);
Section 13 (Records Retention and Audits);
Section 15 (State Lobbying Activities Certification);
Section 16 (Certifications and Assurances);
Section 17 (Cost Principles)

Upon LA City Planning's request, the consultant shall provide LA City Planning a copy of any subconsultant agreement.

20. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

21. Survival

The following sections survive expiration or termination of this Agreement:

Section 5 (Written and Electronic Versions of Work Products, Related Work Materials and Inventions)
Section 6 (Ownership, Confidentiality, and Use of Work Products)
Section 10 (Disputes)
Section 11 (Indemnity)
Section 13 (Records Retention and Audits)
Section 23 (Jurisdiction and Venue)
Section 34 (Third Party Beneficiaries)

22. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Agreement shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- Order of Precedence as outlined in the City Planning Agreement
- State of Californian's General Terms and Conditions and REAP General Terms and Conditions

23. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws Subject to the arbitration requirements in Section 10 (Disputes) requiring that all disputes arising under this Agreement be addressed in arbitration, both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

24. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
- (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
- (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim and aggregate. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.

c. Other Insurance Provisions – The general liability and automobile liability policies are to

contain, or be endorsed to contain, the following provisions:

- (1) LA City Planning, its subsidiaries, officials and employees are to be covered as additional insureds as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to LA City Planning, its members, subsidiaries, officials and employees.
 - (2) For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects LA City Planning, its members, subsidiaries, officials, and employees. Any insurance or self-insurance maintained by LA City Planning shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LA City Planning, its members, subsidiaries, officials, and employees.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to LA City Planning, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of LA City Planning, its officers, agents, employees and volunteers.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by LA City Planning.
 - e. Acceptability of Insurers – Insurance is to be placed with California admitted or approved insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by LA City Planning.
 - f. Verification of Coverage – Consultant shall furnish LA City Planning with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by LA City Planning before work commences. Upon request of LA City Planning at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

25. Force Majeure

Neither LA City Planning nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control or cause of LA City Planning or Consultant; provided, however, that the party seeking to avail itself of the provisions of this Section 25 shall notify the other party in writing not later than ten (10) days

from the first instance of the event that the party claims excuses or delays its performance and, if timely notice is not provided, then such party's performance or failure shall not be deemed excused or delayed. Any delay or excuse of performance shall only continue on a day-for-day basis for the length of the noticed event.

26. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written Amendment thereto.

27. Effective Date

The Effective Date of this Agreement shall mean the last date that the Parties have fully executed the LA City Planning Agreement.

28. Use of Name

Neither party shall use the name, trade name, or trademark or other designation of SCAG or the other party or its affiliates in connection with any products, promotions, or advertising without the prior written permission of the other party.

29. Recycling Certification

By executing this Agreement, the Consultant certifies, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

30. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or

under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

31. Child Support Compliance Act

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

32. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Consultant shall give priority consideration in filling vacancies in positions funded by the this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

33. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Cont. Code Section 10344(e).)

34. Third Party Beneficiaries

Other than with respect to SCAG as provided in this section, there are no third-party

beneficiaries to this Agreement. LA City Planning and Consultant agree that SCAG is an intended third-party beneficiary of this Agreement but has no obligations whatsoever hereunder. As a third party beneficiary, SCAG shall have the right, but not the duty or obligation, to enforce the provisions of this Agreement with respect to those rights pertaining to SCAG's interests specified herein.

**MEMORANDUM OF UNDERSTANDING
No. M-049-25**

SCAG Overall Work Program (OWP) No: 305-4927.04

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: City of Los Angeles

Sub-Recipient's UEI No: JJ4DTG62BLD6 (City Planning Department)

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$6,803,759

Total Amount of the Sub-Award: TBD

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: See MOU rate confirmation sheet*

Fringe Benefits Cost Rate for the Award: N/A

*Subrecipient elected to use the de minimis rate for Indirect Cost Rate review process as described in Section 9 of this MOU

Subaward Project Title: City of Los Angeles REAP 2.0 Subregional Partnership 2.0 Program Grant

Subaward Project Description: City of Los Angeles will utilize REAP 2.0 funding for eligible uses and activities as provided in the Subregional Partnership Program Guidelines.

**MEMORANDUM OF UNDERSTANDING
No. M-049-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND CITY OF LOS ANGELES
FOR REAP 2.0 SUBREGIONAL PARTNERSHIP 2.0 PROGRAM GRANT**

(SCAG Project/OWP No. 305-4927.04)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **City of Los Angeles** (“Sub-Recipient”), for a Subregional Partnership (“SRP”) 2.0 Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the SRP 2.0 Program and approved the guidelines for the SRP 2.0 Program (“Program Guidelines”);

WHEREAS, SCAG released a Call for Applications for the SRP 2.0 Program;

WHEREAS, Sub-Recipient, eligible for funds under the SRP 2.0 Program, developed and submitted the following proposed projects for the SRP 2.0 Program (collectively “Projects”);

Project 1: ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for multi-family infill housing in HPOZs

Project 2: Housing Element Implementation

Project 3: Planning for Housing and Mobility

WHEREAS, SCAG reviewed the Sub-Recipient’s Projects and determined the Projects to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Projects to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as:

Exhibit A-1 - ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for multi-family infill housing in HPOZs

Exhibit A-2 - Housing Element Implementation

Exhibit A-3 - Planning for Housing and Mobility

b. Interim deliverables and tasks for each project, including sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form(s) must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form(s). The SOW Approval Form(s) may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form(s) may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form(s) may be amended subject to approval by SCAG. No amendment to the SOW Approval Form(s) shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form(s) and this MOU, this MOU shall prevail.

c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives including the definition of infill contained therein as described in Section 9 of this

MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.

- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more Consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoices.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scopes of Work.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s); provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.

- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

Nashia Lalani
Senior Regional Planner
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
213.630.1477
lalani@scag.ca.gov

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Jenna Monterosa
Principal City Planner – Citywide Policy Division
Los Angeles City Planning
200 N Spring Street, Room 750, Los Angeles, CA
213.978.1377
Jenna.monterrosa@lacity.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG’s contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$6,803,759 (“Grant Funds”). The individual Projects shall be funded as follows (“Project Funds”):

Project 1: ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for multi-family infill housing in HPOZs: \$2,484,351

Project 2: Housing Element Implementation: \$1,785,486

Project 3: Planning for Housing and Mobility: \$2,533,922

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Projects' budget included in this MOU and the most current fully executed SOW Approval Form(s), the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. SCAG agrees to issue payment to the Sub-Recipient for costs identified and described on approved invoices, subject to the provisions of this MOU relating to SCAG's audit and inspection rights and further conditioned on Sub-Recipient not being in uncured default as to any of Sub-Recipient's material obligations contained in this MOU. Amounts claimed must reflect the actual incurred cost of completed work. Such amounts claimed are not required to be pre-paid by Sub-Recipient before submitting invoice to SCAG for payment. The actual incurred costs may not exceed each Projects' budgets set forth in this MOU and the most current fully executed SOW Approval Form(s). All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov and copy the SCAG Project Manager (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4927.04). A separate invoice must be submitted for each individual Project.

- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the electronic “Invoice Template” in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, unpaid invoices, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and Consultant(s) as well as progress toward completion of tasks related to the Projects for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient. The Sub-Recipient is required to issue payments on incurred costs no later than thirty (30) days from the receipt of payment from SCAG and submit a proof of the payments to SCAG.
- c. SCAG shall issue payment to the Sub-Recipient as promptly as SCAG’s fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.
- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG’s fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than within thirty (30) days after all Grant Funds have been expended, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-

Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to each Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4927.04).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), for each Project.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for "Infill," as provided in the State REAP 2.0 Guidelines.

- i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
 - c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
 - d. Sub-Recipient shall use no more than five percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of three hundred forty thousand and one hundred eighty-eight dollars (\$340,188), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.

To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the date the initial SOW Approval Form(s) is fully executed by both parties or within 30 days after the execution of this MOU, whichever is first.

- i. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient’s sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: Jenna Monterosa
 Principal City Planner – Citywide Policy Division
 Los Angeles City Planning
 200 N Spring Street, Room 750, Los Angeles, CA
 213.978.1377

Jenna.monterrosa@lacity.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$2,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-

- Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
 - e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
 - f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
 - g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form(s), SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Project Funds or the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form(s), is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Projects and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. . Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. Labor Code Requirements
 - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
 - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
 - iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
 - c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
 - d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
 - e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants, conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Projects.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.

- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).
- c. All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)

Section 26 (Release of Information)
Section 31 (Jurisdiction and Venue)
Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
Section 5.e. (Funding – repayment of ineligible costs)
Section 6 (Invoices)
Section 7 (Reporting)
Section 8 (Accounting)
Section 9 (Allowable Uses of Grant Funds)
Section 10 (Work Products)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 20 (Small Business and Disabled Veteran Business Enterprise Participation)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each

and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties, except for those certain costs defined in Section 4d. (Reimbursement) of the Program Guidelines specifically associated with program development, such as preparation of the program application, outreach to the subregional partners' jurisdictions, development of guidelines and other related documents, and development of scopes of work, solicitation requests, and contracts shall be eligible for reimbursement as of July 30, 2024.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

[The remainder of this page is intentionally left blank. Signatures on following page.]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-049-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By:  DocuSigned by:
Cindy Giraldo
Chief Financial Officer
7/14/2025
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Richard Lam
Senior Deputy Legal Counsel
7/14/2025
Date

City of Los Angeles (“Sub-Recipient”)

By:  Signed by:
Jenna Monterosa
Principal City Planner – Citywide Policy Division
7/13/2025
Date

By:  Signed by:
Vince Bertoni
Director of Planning
7/14/2025
Date

APPROVED AS TO FORM:

By:  Signed by:
Barak Vaughn
Deputy City Attorney
7/13/2025
Date

Exhibit A – 1 Scope of Work

Project Name: ADU Home Ownership Ordinance, Accelerating Low-Rise Missing Middle Housing resource and Visualization Technology, Objective Standards for Multi-Family Infill Housing in HPOZs

Project Description: The project advances City of LA Housing Element Program 103 (Missing Middle); and Programs 58 (Development and Design Standards), 62 (Facilitate Housing Innovation), 63 (Accessory Dwelling Units), 64 (ADU Standard Program). The project outcomes will also serve as a resource for constructing ADUs and using SB 9 and SB 684/1123.

The Project includes the following:

- (1) Community-Based Organization Outreach - will be conducted to help define the focus of the code amendments needed. City Planning will work directly with community-based organizations to target difficult to reach and underrepresented communities.
- (2) Infill ADUs Climate Resilience/Fire Safety Analysis - A consultant will prepare a study of the potential impacts of infill ADU development in hillside and Very High Fire Severity Hazard communities, taking into consideration issues such as climate resilience, emergency access and public safety, to inform geo-specific regulations and findings to mitigate potential impacts in these areas and to further support ADU development in areas meeting the REAP 2.0 definition for Infill.
- (3) Low Rise Missing Middle Resource and Website - The Accelerating Low-Rise Missing Middle Housing Resource will model various options for infill development on existing sites to help visualize site planning scenarios, ease development, and expedite approval for low-scale multifamily housing projects by creating informational assets and implementable plan documents. In addition, a website will be developed to promote the scale of building and the benefits of missing middle housing. The City Planning Commission staff recommendation report will identify a future implementation work plan upon the City Council's adoption of the ordinances. The implementation plan, which will be presented as an action item for adoption, will outline such strategies as the preparation of pre-approved standard plans for Low Rise development that will be made available to the public at no cost and other potential streamlining measures.
- (4) Objective Design/Development Standards for Infill Multifamily Development - Objective standards for multi-family Infill housing and a subset of design objective standards for new housing opportunities within established historic districts.

(5) ADU Home Ownership Ordinance - A suite of zoning code amendments will be developed aimed at implementing state law related to ADUs, small lot residential development, and low-rise residential projects in areas meeting the REAP 2.0 definition for Infill.

The final deliverables will be presented to the City Council as an action item with a recommendation to adopt.

Final Deliverables:

- Approved Scopes of Work and RFPs by SCAG
- Memo summarizing the number and location of meetings held, attendance, and key themes/feedback from each meeting
- Report on climate resilience and fire hazards to support policy recommendations for ADUs in Infill areas with high fire risk
- Final draft Accelerating Low-Rise Missing Middle Housing resource, 3D visualization software, and website
- Administrative draft and public review draft zoning ordinance establishing objective design/development standards for multifamily development in Infill areas and historic districts
- Administrative draft and public review draft zoning ordinance addressing a suite of code amendments related to ADUs, small lot residential development, and low-rise residential projects in areas meeting the REAP 2.0 definition for Infill
- City Planning Commission Recommendation Report recommending City Council Adoption of Zoning Code Amendments, final ordinance, and meeting minutes
- Documentation of City Planning Commission recommendation and transmittal of ordinance to City Council, with recommendation to consider for adoption within the expenditure period by June 30, 2026
- Project metrics

Project Budget: \$2,484,351

Exhibit A – 2 Scope of Work

Project 2:

Project Name: Housing Element Implementation

Project Description:

The Project advances Housing Element Programs 47 (Monitor and Report on Housing Production Goals), 48 (Update Density Bonus and Other Citywide Incentive Programs), 62 (Facilitate Housing Innovation), and 121 (RHNA Rezoning) by developing ordinances, tracking rezoning progress, and analyzing environmental impacts.

Throughout the project, outreach will be conducted, including outreach partnerships with community-based organizations. The department will utilize the expenditure budget for digital engagement and physical outreach materials related to the program.

(1) This Project will build upon the existing RHNA Rezoning program efforts by developing new housing programs and their implementing ordinances to streamline the production of housing and facilitate the construction of RHNA targets. This will include the development of an omnibus code amendment which incorporates code amendments to further encourage the construction of missing middle, 100% affordable housing, and develop policy and implementation improvements related to existing state laws. An environmental consultant will conduct CEQA analysis for the program.

(2) To ensure and monitor progress towards rezoning and fair housing goals, software will be used to build out a tracking system and dashboard for program testing, development, and for an annual Housing Progress Report that will be used to inform the City Council regarding the housing pipeline, including unit types, affordability, effectiveness of streamlining and incentive programs, and metrics tracking discretionary applications versus ministerial review.

(3) Furthermore, the project will include an implementation component aimed at establishing new implementation documents and procedures for existing and proposed housing element implementation ordinances.

The final deliverables will be presented to the City Council as an action item with a recommendation to adopt or if applicable approve and pursue recommendations.

Final Deliverables:

- Approved Scopes of Work and RFPs by SCAG
- Housing Progress Report document for the City Council analyzing the housing pipeline, including unit types, affordability, effectiveness of streamlining and

incentive programs, and metrics tracking discretionary land use applications versus ministerial review

- Draft Ordinance(s) released for public comment
- Memo summarizing the number and location of meetings held, attendance, and key themes/feedback from each meeting
- Administrative draft and public review draft zoning ordinance(s)
- City Planning Commission Recommendation Report recommending City Council Adoption of Zoning Code Amendments, final ordinance(s) and meeting minutes
- Documentation of City Planning Commission recommendation and transmittal of ordinance to City Council, with recommendation to consider for adoption within the expenditure period by June 30, 2026
- Copies of Fact Sheets, Forms, and public training materials released. Record of at least ten internal and six public training sessions conducted
- Project metrics

Project Budget: \$1,785,486

Exhibit A – 3 Scope of Work

Project 3:

Project Name: Planning for Housing and Mobility

Project Description:

This project centralizes resources for housing developers seeking development approvals from the City (Program 57, Improvements to Development Processing, of the Housing Element) and furthers the Housing Element's third goal: a City in which housing creates healthy, livable, sustainable, and resilient communities that improve the lives of all Angelenos.

(1) Task one of this project will produce a Nexus Study with the goal to align off-site street improvement requirements with new development in a way that improves the public realm without creating an undue burden on new housing and especially affordable housing development. In this way, the Nexus Study will create greater certainty for housing developers, remove barriers, and thus lead to an increase in housing production by standardizing street right of way dedications and other offsite improvements required of new development projects. The Nexus Study and Housing Crisis Act (HCA) Analysis will ensure public right-of-way improvements are proportional to project scope and scale and maintain no net loss in residential capacity in line with the HCA (SB 330).

(2) Task two will streamline the permit process and meet mobility and climate goals by modernizing the City's Street Design Manual and standard plans. This initiative aims to establish baseline standards for street and public right-of-way design, promoting context-sensitive design, improving access, safety, and comfort, and enhancing infrastructure to meet community needs. These standards will help affordable housing developers by reducing permit review time and costs, ultimately increasing housing production.

The modernization process includes developing street design typologies based on physical and operational characteristics suited to the City's vision for future development and capital projects, which will be provided to the public in a web portal providing clear, organized, and searchable design requirements for projects in infill areas, as defined by state REAP 2.0 guidelines. This portal will assist housing development applicants in meeting frontage and access pathway improvement requirements.

The final deliverables will be presented to the City Council or other decision-making body with delegated authority as an action item with a recommendation to adopt, or when applicable adopt and pursue the recommendations.

Final Deliverables:

- Approved Scopes of Work and RFPs by SCAG
- Memo summarizing the number and location of meetings held, attendance, and key themes/feedback from each meeting

- Nexus Study and SB330 Analysis Reports to support adoption of new Street Standards by City decisionmakers and the planned update of the City's Highway Dedication and Improvement Ordinance (LAMC Section 12.37)
- Publication of Street Design Web Portal and Site Access Enhancements Design Guidance as a public resource
- Adopted Street Design Manual and Standard Plans
- Documentation of the decision by City Council or delegated decision-making body to adopt the Street Design Manual and Standard Plans within the expenditure period by June 30, 2026. If the decision is made by the City Council or a board or commission, include staff Presentation and Report and the meeting agenda and meeting minutes with the deliverables included as an action item with the recommendation to “adopt”
- Project metrics

Project Budget: \$2,533,922



Exhibit B – Scope of Work Approval Form

Regional Early Action Planning Grants of 2021 (REAP 2.0)
 Subregional Partnership Program 2.0
 Scope of Work Approval Form - Project Summary

Subregion:

Project:

- Original Scope of Work Approval
- Revision Requested to Add, Remove, or Change Project Manager
- Revision Requested to Project Tasks (Please check all that apply)
 - Revise/Delete a Previously Approved Task
 - Change Project/Task Date
 - Other (Please describe)
 - Revise Task Budget
 - Change in Deliverable (Interim)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on **DATE)**

Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			



Regional Early Action Planning Grants of 2021 (REAP 2.0)
 Subregional Partnership Program 2.0
 Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks

If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			

Route all budget changes to Accounting and B&G.

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:

SRP2 PROJECT MANAGER

Name / Title

Revision Approved By:

SCAG Department Manager

Name / Title

Signature Date

Signature Date



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Subregional Partnership Program 2.0
Scope of Work Approval Form - Project Summary

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program 2.0
Scope of Work Approval Form – New Project Sheets

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the project’s outcome. Project metrics selected on this form will be included in the REAP 2.0 SRP2 quarterly progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. Sample

Exhibit C

Invoice Submittal Requirements

SCAG will provide the Sub-Recipient an **Invoice Template** in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the Sub-Recipient will receive payment. The Invoice Template will require information and supporting documentation such as, but not limited to:

- a. SCAG's "Bill To" information as stated in the above paragraph "b." of this section;
- b. Invoice number specified by the Sub-Recipient. The invoice number must be unique for each invoice submitted;
- c. Invoice date;
- d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
- e. Total amount due for the billing period;
- f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
- g. Project Title;
- h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
- i. SCAG Project Manager Name.
- j. Progress report
- k. Cost by task and/or cost category
- l. Detailed description of Other Direct Charges
- m. Proof of payment
- n. Timesheets
- o. Payroll report/Payroll registers

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD