



COMMUNITY INVESTMENT DEPARTMENT
444 SOUTH FLOWER STREET, 14TH FLOOR
LOS ANGELES, CA 90071

KAREN BASS
MAYOR

ABIGAIL R. MARQUEZ
GENERAL MANAGER

September 8, 2026

Honorable City Council
c/o Office of the City Clerk
Room 395, City Hall
Los Angeles, CA 90012

Honorable Councilmembers:

REQUEST FOR APPROVAL TO EXPAND THE CONTRACT FINANCING PROGRAM

The Los Angeles Community Investment Department (CID) respectfully submits this transmittal for your review and approval. This transmittal requests authority to expand the Contract Financing Program. CID is seeking authority to expand the Contract Financing Program (CFP) in two key ways: (1) to provide assistance to City of Los Angeles businesses that have been awarded contracts by other government entities, in addition to businesses holding City contracts; and (2) to provide assistance to businesses with contracts related to upcoming major sports and entertainment events, including LA28.

For questions regarding this matter, please contact Ruth Rodrigues at ruth.rodrigues@lacity.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Marquez'.

Abigail R. Marquez
General Manager

TRANSMITTAL

TO
Community Investment Department

DATE
09/03/2026

FROM
The Mayor

REQUEST FOR APPROVAL OF EXPANSION OF THE CONTRACT FINANCING PROGRAM

Approved, ED3 waived, and transmitted for further processing.



MAYOR
(Mitch Kamin for)



COMMUNITY INVESTMENT DEPARTMENT

Karen Bass, Mayor
Abigail R. Marquez, General Manager

August 31, 2026

Council File: 24-0710
Council District: All
Contact Person & Phone Number:
Daysi Hernandez: (213) 718-0136

Honorable Karen R. Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012
Attn: Legislative Coordinator

TRANSMITTAL: REQUEST EXPANSION OF THE CONTRACT FINANCING PROGRAM

SUMMARY

The General Manager of the Los Angeles Community Investment Department (CID) respectfully requests that you review this transmittal and forward it to the City Council for further consideration. CID is seeking authority to expand the Contract Financing Program (CFP) in two key ways: (1) to provide assistance to City of Los Angeles businesses that have been awarded contracts by other government entities, in addition to businesses holding City contracts; and (2) to provide assistance to businesses with contracts related to upcoming major sports and entertainment events, including LA28. The CFP currently provides technical assistance and access to capital support to small and disadvantaged businesses awarded professional services contracts by the City of Los Angeles. The proposed expansion would enable the program to serve a broader range of local businesses seeking to participate in procurement opportunities associated with major events and government contracting.

RECOMMENDATIONS

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

1. AUTHORIZE CID to expand the scope of the Contract Financing Program, as proposed through this transmittal report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles CEQA guidelines.

3. AUTHORIZE CID to utilize the remaining available balance from a donation from Banc of California for implementation of the Contract Financing Program, currently deposited in the Economic Development Trust Fund No. 62L, in an interest bearing account number 22A5AQ.
4. AUTHORIZE the General Manager of CID, or designee, to negotiate and execute a contract with Merriwether and Williams Insurance Services, Inc., a HUB International Company, for up to \$425,000 to provide professional services for the Contract Financing Program. The contract term is for one year, from October 1, 2026 through September 30, 2027, with an option to renew for one additional year through September 30, 2028, subject to the availability of funds, and to disburse payments in accordance with the contract terms. The contract will also be subject to the approval of the City Attorney as to form.
5. AUTHORIZE the General Manager of CID, or designee, to make technical corrections to transactions included in this report, subject to the approval of the City Administrative Officer, to carry out Mayor and City Council intentions, as necessary, and authorize the Controller to implement those instructions.

BACKGROUND

Small and minority-owned businesses often face barriers to successfully compete for public and private sector contracts. Lack of capital, complex procurement processes, digital divide, language access, and limited visibility into upcoming contracting opportunities put them at a disadvantage in the bidding process. To provide more equitable access to contracting opportunities, in 2024, the Mayor and City Council approved the CFP pilot, which offers technical assistance and facilitates access to capital for small and disadvantaged businesses awarded City of Los Angeles professional services contracts.

The CFP supplements the ProcureLA Program, which the Mayor launched in partnership with the former Economic and Workforce Development Department (now CID), to provide free services and resources to help small businesses secure contracts through procurement education, connections to vendor networks, and other contracting wrap-around services. The CFP is currently available to eligible ProcureLA participants who have been awarded City professional services contracts.

Banc of California donated \$1 million to implement the CFP, and the City entered into a professional services contract for \$426,000 with Merriwether & Williams, Inc. (M&W) to deliver contract financing services, including technical assistance and facilitating access to capital for contractors that need funding to mobilize awarded contracts. Loan proceeds secured through M&W can be used to buy needed materials and equipment, and hire employees. M&W launched the CFP application portal in October 2025 and, to date, has received 58 inquiries and 3 applications from small businesses. Funding of eligible applications is pending, subject to full execution of the awarded City contracts.

The current M&W professional services contract to implement the CFP expires September 30, 2026.

DISCUSSION

As local procurement opportunities shift toward sports and entertainment driven by upcoming major events across the Los Angeles region, such as the Super Bowl LXI and LA28, local businesses are seeking to position themselves to compete for contracting opportunities. To

support these small businesses' changing needs and create a pathway to accessing the economic benefits of these major events, CID recommends changes to the current CFP.

The program currently targets eligible businesses that have been awarded City professional service contracts. It facilitates low-interest, short-term loans for small and diverse businesses to help remove access-to-capital barriers, with a goal of increasing opportunities and inclusion in City contracting. Due to the narrower scope of this original program design, it has been challenging to promote participation and fully utilize CFP services. Since launching the program in October 2025, three applications have been deemed eligible but are still in process, pending execution of awarded City contracts.

The proposed CFP expansion would continue to promote more inclusive contracting opportunities in City contracts, while augmenting services to address the immediate needs of businesses seeking contracting opportunities related to upcoming sports or entertainment events, as long as the business is located and operating in the City.

A \$474,000 balance remains from the \$1 million philanthropic donation the City received from Banc of California. CID requests approval to continue implementing the CFP using these funds, which are currently held in an account at Banc of California. Thus, authority to transfer funds to the City's Economic Development Trust is also required.

CID is also seeking approval to continue engaging M&W for professional services to deliver the CFP. This will allow uninterrupted services during this optimal time to align small businesses with procurement opportunities. To comply with City procurement requirements, CID proposes leveraging a competitive solicitation for professional services completed by the CAO in 2025 through a competitive procurement for its Contractor Development and Bonding Program. The CAO RFP included contract financing as part of the services being solicited. Through this procurement, the CAO selected M&W as their service provider.

If approved, CID will enter into a \$425,000 contract with M&W for a 12-month term, with an option to renew for an additional 1-year term, based on the needs of the City and business community and subject to funding availability.

FISCAL IMPACT

There is no fiscal impact on the General Fund as a result of this report. The Contract Financing Program will be funded through the initial donation from the Banc of California.

CONCLUSION

The CFP will continue to promote more inclusive procurement opportunities that increase diversity in City contracting. Expanding the program scope to also serve small businesses pursuing contract opportunities for upcoming sports and entertainment events will allow the CFP to cast a wider net and create greater local economic impact.



ABIGAIL R. MARQUEZ
General Manager

Attachment

Contract Proforma

DRAFT

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

MERRIWETHER AND WILLIAMS INSURANCE SERVICES, A
HUB INTERNATIONAL COMPANY (FORMERLY MERRIWETHER AND WILLIAMS
INSURANCE SERVICES, INC.)

for

PROCURE LA CONTRACT FINANCING PROGRAM SERVICES
for the Los Angeles City Community Investment Department

Said Agreement is Number C-XXXXXX

**Professional Services Agreement
PROCURE LA CONTRACT FINANCING PROGRAM SERVICES**

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ATTACHMENTS

Attachment A – Scope of Work
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AGREEMENT NUMBER C-XXXXXX
BETWEEN
THE CITY OF LOS ANGELES
AND
MERRIWETHER AND WILLIAMS INSURANCE SERVICES, A
HUB INTERNATIONAL COMPANY (FORMERLY MERRIWETHER AND WILLIAMS
INSURANCE SERVICES, INC.)
FOR PROCURE LA CONTRACT FINANCING PROGRAM SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Community Investment Department, and Merriwether and Williams Insurance Services, A HUB International Company (formerly known as Merriwether and Williams Insurance Services, Inc.), a California corporation ("Contractor"). The City and Contractor are, at times, referred to herein each as a "Party" and, collectively, as the "Parties".

WHEREAS, the City's Community Investment Department ("CID") requires the services of a qualified firm related to the implementation and administration of the City's Procure LA Contract Financing Program (the "Program"); and

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

WHEREAS, the City is seeking to implement the Program in order to facilitate access to low interest, short-term loans for small and diverse businesses that historically have had limited access to the capital needed to compete for City contracts; and

WHEREAS, on June 13, 2025, the City issued a Request for Proposals ("RFP"), under Charter Section 372, seeking qualified businesses to perform a variety of services, including the above-referenced services related to the Program (the "Services"), and found Contractor, the sole bidder, satisfied the required qualifications and experience and resources desired by the City in its efforts to administer the Program; and

WHEREAS, following a review of proposals received, the City selected Contractor as the most qualified proposer; and

WHEREAS, Contractor has represented that it has the qualifications and experience necessary to perform the Services; and

WHEREAS, City Council authorized the General Manager of CID to enter into this Agreement (Council File Number 24-0710), and

WHEREAS, Banc of California, Inc. ("Banc of CA") has made a monetary donation in the amount of One Million Dollars (\$1,000,000.00) to the City for the City's use in connection with the Program (the "Donation"), including the services to be rendered by Contractor pursuant to this Agreement; and

WHEREAS, the City and Contractor wish to enter into an Agreement pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the Parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

1.1.2 Contractor, Merriwether and Williams Insurance Services, Inc., a HUB International Company (formerly known as Merriwether and Williams Insurance Services, Inc.), a California corporation, having its principal address at 550 Montgomery St., Ste 550, San Francisco, CA 94111.

1.2 Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Abigail Marquez, General Manager
Community Investment Department
City of Los Angeles
444 South Flower Street, 14th Floor
Los Angeles, California 90071
Email: abigail.marquez@lacity.org

Invoices should be sent to:

Daysi Hernandez, Chief Grants Administrator

daysi.hernandez@lacity.org

1.2.2 Contractor's representative is, unless otherwise stated in the Agreement:

Ingrid Merriwether
President, Aligned Risk Management
Merriwether & Williams Insurance Services
A HUB International Insurance Company
44 Montgomery Street, Suite 940
San Francisco, CA 94105
ingrid@imwis.com
(510) 919-7455

1.3 Formal notices, demands and communications to be given hereunder by either Party must be made in writing and may be effected by email or by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.

1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on October 1, 2026 and will terminate on September 30, 2027, unless terminated earlier as provided herein.

2.1. Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

Contractor shall provide the services related to the implementation and administration of the Procure LA Contract Financing Program as set forth more fully in **Attachment A** – Scope of Work (the “Services”), which is attached hereto and incorporated herein by reference. Upon award of the contract, Contractor will be required to provide the Services on an as-needed basis, in a timely, accurate, and efficient manner, at the time Services are requested.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into, or may enter into, contracts with other contractors for the same or similar services. Therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay Contractor for satisfactory Services rendered in a total amount not to exceed \$425,000.00 (the “Total Budget Amount”), based on the rates specified in **Attachment B** – Fee Schedule, which is attached hereto and made a part hereof.

Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended. [Contractor further understands and agrees that, notwithstanding anything to the contrary in this Agreement or any attachments hereto, the City’s obligation to pay for services rendered hereunder is subject to City’s receipt of the Donation in excess of the Total Budget Amount (and if the Donation is made in separate installments, is further subject to the continuing availability and receipt of such future installments). For the avoidance of doubt, the City’s receipt of the Donation, in full, shall be a condition precedent to the City’s obligations under this Agreement. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of the Donation.]

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall

be free and without charge to City and City shall have no obligation to pay for said 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 Agreement.

5.2 Invoices

To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:

- i. Name and address of Contractor
- ii. Name and address of City department being billed
- iii. Date of invoice, invoice number and date service was completed
- iv. Agreement number or authority (purchase order) number
- v. Description of services/completed task
- vi. Rate per hour (in accordance with the Fee Schedule) and total due
- vii. Certification by a duly authorized officer
- viii. Discount and terms (if applicable)
- ix. Remittance Address (if different from Contractor's address)

Contractor's right to receive compensation is conditioned upon Contractor's compliance with the City's indemnification and insurance requirements, Contractor's satisfactory performance of the Scope of Work, and Contractor's compliance with the terms and conditions contained herein.

5.2.1 All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within thirty (30) days of service, or monthly, and will be payable to Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice and approval by City. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City. Nevertheless, City will not pay any late charges, penalties, costs, fees, or interest as a result of any late payment by City.

5.2.2 Invoices and supporting documentation must be prepared at the

sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.

5.2.3 Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

5.2.4 Contractor shall notify CID (pursuant to the notice procedures set forth in Section 1 above) within 10 business days when 80% of the maximum compensation for this Agreement has been reached.

5.2.5 *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 to approve demands before they are drawn on the Treasury.

6.0 INDEPENDENT CONTRACTOR

Contractor's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations, including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

7.0 NO THIRD-PARTY BENEFICIARIES

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

8.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement which incorporates the terms of this Section 8 therein prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

9.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of CID or City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

10.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Contractor will ensure that the requirements of Sections 8.0 and 9.0 are provided to and apply to all subcontractors of this Agreement.

11.0 CONTINUED REQUIREMENTS

The requirements of Sections 8.0, 9.0, and 10.0, and all indemnification requirements in this Agreement and attachments hereto survive termination of the Agreement.

12.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

13.0 STANDARD PROVISIONS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 1/25) [v.2] (the "Standard Provisions"), which are attached to this Agreement as **Attachment C** and incorporated herein by reference.

14.0 RETENTION OF RECORDS

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

15.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement.

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed by the Standard Provisions, followed by other attachments or exhibits in descending numerical or letter order.

This Agreement may be executed in one or more counterparts and by the Parties in separate counterparts, each of which, when executed, shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures

[Signature page follows.]

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

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

For: MERRIWETHER AND WILLIAMS INSURANCE SERVICES, A HUB INTERNATIONAL COMPANY (formerly known as Merriwether and Williams Insurance Services, Inc.), a California corporation

By: _____
Abigail Marquezl, General Manager
Economic and Workforce
Development Department

By: _____
Darren Cesar, President & CEO
Central & Northern California

By: _____
[Name]
[Title]

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By: _____
Robert P. Moore
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number: 0002005996-0001-8
Internal Revenue Service Taxpayer Identification Number: 94-3266041
Said Agreement is Number [Contract Number] of City Contracts