

0220-00540-1748

TRANSMITTAL

TO The City Council	DATE 3/4/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Proposed Contract with Interwest Consulting Group Inc.
for temporary relocation services for the Accessible Housing Program**

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



MAYOR
(Mitch Kamin for)

MWS:CV:02260078c

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: 02/18/2026	C.D. No. --	CAO File No.: 0220-00540-1748				
Contracting Department/Bureau: Los Angeles Housing Department		Contact: Eric Claros (323) 273-5356					
Reference: Los Angeles Housing Department transmittal dated January 12, 2026; Received by the City Administrative Officer on January 13, 2026; Additional information received through February 3, 2026.							
Purpose of Contract: To provide tenant temporary relocation services for the Accessible Housing Program							
Type of Contract: (x) New contract () Amendment, Contract No.		Contract Term Dates: Five years from May 1, 2026 through April 30, 2031					
Contract/Amendment Amount: \$2,000,000							
Proposed amount \$2,000,000 + Prior award(s) \$0 = Total \$2,000,000							
Source of funds: Accessible Housing Fund							
Name of Contractor: Interwest Consulting Group Inc.							
Address: 1 Jenner, Suite 160 Irvine, CA 92618							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	x			8. Business Inclusion Program	x		
2. Appropriated funds are available	x			9. Equal Benefits & First Source Hiring Ordinances	x		
3. Charter Section 1022 findings completed	x			10. Contractor Responsibility Ordinance	x		
4. Proposals have been requested	x			11. Disclosure Ordinances	x		
5. Risk Management review completed	x			12. Bidder Certification CEC Form 50	x		
6. Standard Provisions for City Contracts included	x			13. Prohibited Contributors (Bidders) CEC Form 55	x		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010	x		

RECOMMENDATIONS

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

1. Execute a new agreement with Interwest Consulting Group Inc. to provide tenant temporary relocation services in an amount not to exceed \$2,000,000 for a term of five years commencing on May 1, 2026 through April 30, 2031, in substantial conformance with the attached agreement, subject to the review and approval of the City Attorney as to form, funding availability, and compliance with the City's contracting requirements; and,
2. Prepare Controller instructions and any technical adjustments consistent with the Mayor and Council intent on this matter, subject to the approval of the City Administrative Officer.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute a new agreement with Interwest Consulting Group Inc. (Contractor) to provide tenant temporary relocation services for the Accessible Housing Program in an amount not to exceed \$2,000,000 for a term of five years beginning

<i>Carina Valdivia</i>			<i>Ylenda Chavez</i>		
CV	Analyst	02260078	for City Administrative Officer		

May 1, 2026 through April 30, 2031. The proposed services include the development of policies and procedures designed to assist people with disabilities in buildings that are undergoing accessibility retrofits. Additionally, the Contractor will create both project-level and individual temporary relocation plans to ensure all tenant needs are addressed during relocation. There is an existing \$301,465 appropriation in the Accessible Housing Fund for this purpose. The LAHD will request funding for subsequent years through the annual budget process.

On July 22, 2025, the LAHD released and published a Request for Proposals (RFP) on the Regional Alliance Marketplace for Procurement for tenant temporary relocation services. On September 29, 2025, the LAHD received only one qualified proposal in response to the RFP. The LAHD selected the Contractor based on experience and a score of 96.

Pursuant to Charter Section 1022, the Personnel Department determined that City classifications do not have the necessary qualifications to perform the required specialized tenant temporary relocation services. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required as the contract term exceeds three years. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

The proposed contract will be funded by an existing \$301,465 appropriation in the Accessible Housing Fund for relocation services. Funding for each of the four subsequent years is subject to Mayor and Council approval through the annual budget process. The City's financial obligation will be limited to funds appropriated for this purpose. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

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

MWS:CV:02260078c

Attachments

City of Los Angeles

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



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

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

housing.lacity.gov

Karen Bass, Mayor

January 12, 2026

Council File: New
Council Districts: Citywide
Contact Person(s): Eric Claros (323) 273-5356
Catherine Taylor-Gomez (310) 524-1214

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

Attention: Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A CONTRACT WITH INTERWEST CONSULTING GROUP INC. TO PROVIDE TENANT SPECIALIST SERVICES FOR THE ACCESSIBLE HOUSING PROGRAM

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to award and execute a contract with Interwest Consulting Group Inc. to provide tenant specialist services for the Accessible Housing Program (AcHP). The Voluntary Compliance Agreement with the U.S. Department of Housing and Urban Development in 2019 (VCA) requires retrofits to be conducted to existing buildings to make units accessible. As a result, some tenants will have to be temporarily relocated. These tenants may be disabled, be of high acuity, or both. The Tenant Services Specialist will ensure the fair and equitable delivery of temporary relocation for people with disabilities that will be temporarily relocated.

On July 22, 2025, LAHD released a Request for Proposals (RFP) to solicit qualified firms to provide assistance to the households of tenants with disabilities when temporary relocation is required due to the accessibility retrofit of their apartments. By the proposal deadline of September 29, 2025, LAHD received only one proposal. A panel of LAHD staff completed a thorough review of the proposal. As a result, Interwest Consulting Group Inc. received the highest score above the minimum threshold requirement of 70 points based on the established scoring criteria. Therefore, LAHD recommends awarding a contract to Interwest Consulting Group Inc. for a five (5) year term for an amount not to exceed \$2,000,000, subject to the availability of funds.

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the General Manager of LAHD, or designee, to execute a contract with Interwest Consulting Group Inc., for a five (5) year term commencing on the date of execution, for an amount not to exceed \$2,000,000, to provide services ensuring that tenant household accessibility needs are met throughout the temporary relocation process, subject to the availability of funds, in compliance with the City’s contracting policies, and the approval of the City Attorney as to form, in substantial conformance to the draft document attached (see Attachment A).
 - B. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council actions related to this matter, subject to the approval of the City Administrative Officer, and instruct the City Controller to implement these instructions.

BACKGROUND

In 2016, the City of Los Angeles entered into a Settlement Agreement with the Independent Living Center of Southern California, Fair Housing Council of San Fernando Valley, and Communities Actively Living Independent and Free (ILCSC, et al. v. City of Los Angeles, et al., Case No. 12-CV-551)), which was amended in 2017, further amended in 2022, and is referred to as the Amended Corrected Settlement Agreement (ACSA). The Court appointed a Monitor to oversee compliance with the ACSA. In mid-2019, the City also entered into a Voluntary Compliance Agreement (VCA) with the U.S. Department of Housing and Urban Development.

Both the ACSA and VCA require the City to provide at least 4,000 accessible units through a combination of the following:

- Ensuring that all affordable new construction and rehabilitation projects have no barriers to accessibility and contain the appropriate number and type of accessible units.
- Retrofitting existing developments on the Covered Housing List to create accessible units.

An accessibility retrofit is the incorporation of accessible features in units and common areas of existing occupied residential buildings. Depending on the complexity of the required retrofits, tenant household members with disabilities may be temporarily displaced on a short- or longer-term basis. The temporary relocation period for the initial batch of retrofit projects is estimated to be three to five days and primarily impacts tenants in mobility accessible units. Other units require less intrusive retrofit so tenants may not have to be displaced to complete the work. Future retrofits may require longer periods of temporary relocation and may involve other types of units in the building.

Prior to the accessibility retrofit commencing, project owners retain relocation consultants (Owner’s Relocation Consultant (ORC)) to develop temporary relocation plans, find temporary lodging for households being relocated, and carry out the temporary relocation process. An ORC’s expertise is in implementing federal, state, and local relocation requirements. However, ORCs often have little experience temporarily

relocating people with disabilities. The court appointed monitor ordered the City to obtain a Tenant Services Specialist to ensure the needs of tenants with disabilities are met during the temporary relocation process.

Current RFP Process

On July 22, 2025, LAHD released and published the RFP on RAMP. Two proposers’ conferences were held via webinar on August 11, 2025 and September 4, 2025. Proposal submissions were due to LAHD on September 29, 2025. Following the close of the solicitation period, LAHD received only one proposal.

Proposal Evaluation Process

LAHD Procurement staff conducted a threshold review of the one submitted proposal to ensure its completeness and responsiveness to the criteria outlined in the RFP, resulting in the proposal being recommended for evaluation. LAHD assembled a review panel consisting of two LAHD staff members in the position of Management Analyst. This team was formed to utilize their specialized knowledge, such as policy and program analysis, as well as technical understanding of the disability needs of tenants involved in the relocation process, including any Reasonable Accommodations, Reasonable Modifications, and Effective Communication. Table 1 below outlines the evaluation criteria used by the review panel to assess the submitted proposals.

Table 1: Evaluation Criteria

Criteria	Number of Points Possible	Number of Points Received
Demonstrated Ability	30	28.5
Demonstrated Capacity	25	24
Program Design	25	24
Cost Reasonableness	20	19.5
Total Possible Points	100	96
Local Business Preference	Up to 12 points	0

Each panelist then independently reviewed and scored the proposals. Subsequently, the panel reconvened to discuss and determine the final scoring results. The results of the evaluation process are summarized in Table 2 below.

Table 2: Evaluation Process Results

Proposers	Results
Interwest Consulting Group Inc.	Recommended

The review panel and management recommend Interwest Consulting Group Inc. as the most qualified and experienced proposer.

Appeals Process

On November 24, 2025, LAHD notified proposers of the results of the RFP evaluation process and extended an opportunity to appeal the review procedures used in formulating its recommendations within five business days. No appeals were submitted.

Contract Negotiation

Compensation is determined on a fee-for-performance basis. The contractor will provide an estimate based on the number of households in need of relocation and their individualized need. Proposers approved for funding shall be required to negotiate a contract with the City on an offer/counter-offer basis. The best terms and conditions originally offered in the proposal shall bind the negotiations. The City reserves the right to make a contract award contingent upon the satisfactory completion by the proposer of certain special conditions. The contract offer of the City may contain additional terms or terms different from those set forth herein.

Program Year 2025-26 began on July 1, 2025. It is imperative that LAHD execute a contract to address temporary relocations that occur this fiscal year.

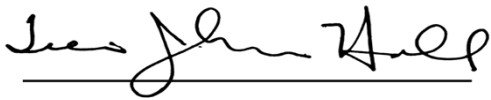
Proposed Services to be Provided by the Contractor

The Contractor will develop policies and procedures designed to provide assistance to people with disabilities in buildings undergoing accessibility retrofits, create project-level as well as individual temporary relocation plan templates and household interview guides that take into account the needs of people with disabilities, coordinate with the City to create templates for selecting accessible temporary relocation lodging, train property staff in key elements of temporarily relocating people with disabilities, train AcHP staff in how to monitor temporary relocation projects, and provide on-call technical assistance, as needed, regarding complex relocation issues. The City's goal is to ensure that tenants in these units receive the assistance they need prior to and during the temporary relocation process.

FISCAL IMPACT

There is no impact to the General Fund through the recommendations in this report. Funding for the first year of the contract was approved in the City’s budget for Fiscal Year 2024-25 with \$301,465 allocated to the Accessible Housing Fund No. 10D/43. Funding for each of the four (4) subsequent fiscal years will be requested through future annual budget submissions.

Approved By:

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

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - Interwest_DRAFT

PROFESSIONAL SERVICES AGREEMENT

Contractor: Interwest Consulting Group Inc.

Title: Accessible Housing Program (AcHP) Tenant Services Specialist

Said Agreement is Number _____ of City Contracts

DRAFT

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Exhibit D	AcHP Temporary Relocation Plan for Tenants with Disabilities - Project
Exhibit E	AcHP Temporary Relocation Questionnaire Tenant Household
Exhibit F	AcHP Temporary Relocation Plan for Tenants with Disabilities - Household

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
INTERWEST CONSULTING GROUP INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Interwest Consulting Group Inc. (“Contractor”), a Colorado for-profit corporation.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing Department (“LAHD”), is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the “Agreement,” has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

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

WHEREAS, on July 22, 2025, the City released a Request for Proposals (RFP) to select a contractor to provide tenant specialist services for the Accessible Housing Program (AcHP) (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number ###-#### approved by City Council on Month Day, 2026 and concurred by the Mayor on Month Day, 2026) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Interwest Consulting Group Inc., a Colorado for-profit corporation, having its principal office at 444 N. Cleveland Avenue, Loveland, Colorado 80537.

§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

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

- 2. The representative of the Contractor shall be:

Martha Victoria, Director of Relocation Services
Interwest Consulting Group Inc.
1 Jenner, Suite 160
Irvine, CA 92618
mvictoria@interwestgrp.com
(310) 691-4619

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or

certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.
- C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMPLA") at www.rampla.org, prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on the **date of full execution of this Agreement** and end **five (5) years later** ("Agreement Term"). Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Objectives

The Contractor, referred to throughout this §202 as the Tenant Services Specialist (TSS), will be a key part of the relocation team. Each team will be composed of the TSS, the Owner's Relocation Consultant (ORC), the project's social service case manager(s), and the tenant household whose apartment will be retrofitted. The TSS shall work with other team members to ensure that the needs of tenants with disabilities are addressed before, during, and after relocation. Tenants with disabilities must receive services, supports and accommodations needed to make the relocation process as smooth as possible. The TSS will need to be thoughtful, flexible, and adaptable to deal with the range of issues and personalities that may arise in working in these teams. The TSS's role may differ from team to team, depending upon the expertise of various team members. The TSS's work schedule will need to be flexible enough to respond to the changing needs of individual tenants and provide those tenant(s) with the high level of service coordination needed. As appropriate, AcHP templates will be utilized by the TSS in ascertaining and ensuring that tenant household accessibility needs are met throughout the temporary relocation process.

The TSS will work with team members to:

1. Ensure that the disability needs of the tenant are properly evaluated and addressed in the relocation process, including any Reasonable Accommodations, Reasonable Modifications, and Effective Communication (both translation and interpretation as needed) are provided.
2. Ensure that interruptions in support services are held to a minimum and needed accommodations/modifications are provided.
3. Ensure access to necessary medical care and community supports continue, including appropriate accessible transportation as needed.
4. Assess the adequacy of project and tenant household relocation plans.
5. At the request of tenants, participate in tenant(s)' conversations with the team members (or other stakeholders).
6. Conduct site visits to assess adequacy and accessibility of temporary housing during the period of relocation.
7. Ensure that the ORC provides auxiliary aids and services for effective communication as needed, (e.g. sign-language interpreters, language translation/interpreter services and screen-reader accessible documents).

8. Have the ability to provide services in multiple languages. Spanish is required since that is the language most often spoken in the affordable and supportive housing projects in the LAHD portfolio.
9. There are more than 31 languages spoken by residents of Los Angeles. The TSS must have the ability to obtain verbal translation services in the languages spoken by tenants when providing assistance to limited English speakers. In addition to English, the languages most often spoken in Los Angeles are:
 - a. Spanish
 - b. Korean
 - c. Armenian
 - d. Chinese
 - e. Filipino/Tagalog
 - f. Farsi (Persian)
 - g. Russian
 - h. Vietnamese
 - i. Japanese
 - j. Thai
10. Assist in identifying resources necessary to implement and support all phases of the relocation process, including informing tenants of their rights under state and federal laws including their rights to reasonable accommodations, reasonable modifications, and effective communication.
11. Assist in training ORC staff in how to work with tenants with disabilities throughout the temporary relocation process.
12. As needed, act as a liaison and advocate for tenant(s) being temporarily relocated throughout the relocation process.
13. Provide information and technical assistance to evaluate and resolve concerns, problems, and issues related to time-sensitive and complex scheduling of events throughout the relocation process.
14. Provide on-call technical assistance, as needed, regarding problem projects and complex relocation issues and guidelines.

B. Services to Be Provided

1. Before Relocation

The TSS will utilize the Temporary Relocation Tenant Household Questionnaire (Exhibit E) to interview each tenant with a disability and their household to identify accessibility needs prior to and during relocation and while returning to permanent housing. Based upon these interviews, the TSS will assist in developing the

accessibility component of the Temporary Relocation Plan – Project, or Temporary Relocation Plan – Household (Exhibits D & F). The TSS, ORC, and the tenant’s social service case manager will review this Plan with the tenant with disabilities and other household members to ensure that information in the Plan is correct and accurately describes the needs of the tenant household. Whenever possible, the TSS will accompany the tenant with disabilities and other members of their household to look at the potential temporary housing options and provide feedback to the ORC on their acceptability.

2. During the Temporary Relocation

The ORC is responsible for securing temporary housing, transportation and other arrangements needed by the tenant household and the TSS will provide assistance to the tenant during this process. On the day of transition to the temporary housing, the TSS will assist with any arrangements necessary; meet the tenant(s) at the pre-selected temporary place of residence; and help to ensure that everything is in place and that the tenant(s) have what they need and are comfortable in their new surroundings.

As identified in the Household and/or Project Plans or at any time during the tenant’s time in temporary housing, the TSS will conduct follow-up visits with the tenant. The visits will allow the tenant to discuss concerns, issues, and services not foreseen earlier. Consistent with the Household and/or Project Plans, the TSS will assist in addressing any issues created by changes to the established relocation time frame. As needed, the TSS will be present and assist the tenant at the time of the return to their apartment.

3. Follow-Up Services

The TSS will continue to provide support services to the tenant, as needed, for a period of seven (7) calendar days following return to the tenant’s permanent residence.

4. Meetings

There will be approximately one two-hour meeting each month to discuss tenant accessibility needs, temporary lodging, services needed, and suggestions for program improvement.

C. Work Products to Be Produced

The TSS will serve as a member of the relocation team to provide services needed to ensure that the accessibility needs of tenants with disabilities are met before, during, and after relocation are met. As such, the TSS’s work products will include an assessment of the tenant with disabilities accessibility needs during temporary relocation and the TSS’s participation in the development of tenant household

temporary relocation plans (Exhibits D & F). As appropriate, other AcHP temporary relocation templates may also be utilized by the TSS.

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Two Million Dollars (\$2,000,000)** according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement. Compensation beyond the first year of the Agreement Term is subject to funding availability and the Contractor's performance. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.
- B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall:
 - a) be submitted on the Contractor's letterhead;
 - b) include the name, hours, rate of pay for all personnel to be paid;
 - c) include evidence of the completed project;
 - d) include supporting documentation for all approved purchases of equipment or supplies; and
 - e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Time of Effectiveness

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

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

D. This Contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. Integrated Contract

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

§405. Amendment

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

§406. Excusable Delays

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

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

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

§407. Waiver

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

§408. Suspension

At the City's sole discretion, the City may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the City until the City gives written notice to recommence the services.

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the

Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §409.A "Termination for Convenience".
 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor's Personnel

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

Contractor shall not use Subcontractors to assist in performance of this Contract without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. The City has the right to approve the Contractor's Subcontractors, and the City reserves the right to request replacement of any Subcontractor. The City does not have any obligation to pay the Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

§412. Assignment and Delegation

The Contractor may not, unless it has first obtained the written permission of the City:

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

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

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

§414. Claims for Labor and Materials

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

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

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

§416. Retention of Records, Audit, and Reports

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized City personnel or the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

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

§417. Bonds

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

§418. Indemnification

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

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's

intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

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

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

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

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by the Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that the City’s ownership and license rights of all Work Products are preserved and protected as intended herein.

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The Contractor

shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

- B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§423. Insurance

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

§424. Best Terms

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor's customers for similar goods and services provided under this Contract.

§425. Warranty and Responsibility of Contractor

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

§426. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

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

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

§427. Child Support Assignment Orders

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

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

§430. Access and Accommodations

The Contractor represents and certifies that:

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

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

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

§433. Slavery Disclosure Ordinance

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

§434. First Source Hiring Ordinance

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

§435. Local Business Preference Ordinance

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

§436. Iran Contracting Act

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

§437. Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

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

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

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

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

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its

obligation to make any payments as provided in this Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

§441. Compliance with California Public Resources Code Section 5164

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

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

§442. Possessory Interests Tax

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

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Contractor Data Reporting

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

§445. Conflict of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 (“Directive FY12-0001”). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor’s adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

- c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of the Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. Unless an exemption/waiver to Directive FY12-0001 was requested by the Contractor and approved by LAHD in writing prior to the execution of this Agreement, the Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and the Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§446. Disclosure of Border Wall Contracting Ordinance

The Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time

if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§447. City's Additional Remedies

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

§448. Payment Does Not Imply Acceptance of Work

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

§449. Work Not in Scope of Services

The Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and §202 above. If it is determined that the request is outside of the scope of work, the Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. Compliance with Current Applicable Safety Protocols and Laws

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

V. ENTIRE AGREEMENT

§501. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§502. Counterparts and Electronic Signatures

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

§503. Ratification Clause

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

§504. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes **twenty-seven (27)** pages and **six (6)** Exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

Executed this ____ day of _____, 2026

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Deputy/Assistant City Attorney

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

Date _____

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

ATTEST:

By _____
Luz C. Santiago
Assistant General Manager

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Executed this ____ day of _____, 2026

Date _____

For: Interwest Consulting Group Inc., a Colorado for-profit corporation

By _____
Christopher Giordano
Chief Executive Officer

City Business License Number: 0003152024-0001-0

Internal Revenue Service Taxpayer Identification Number: 73-1630909

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

Said Agreement is Number _____ of City Contracts

Interwest Consulting Group Inc.
AcHP Tenant Services Specialist

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

Name: Interwest Consulting Group Inc. Date:

Agreement/Reference: AcHP Tenant Services Specialist

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

		Limits
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers Jones Act	
<input checked="" type="checkbox"/>	General Liability	
<input checked="" type="checkbox"/>	Products/Completed Operations	\$ <u>1,000,000</u>
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Sexual Misconduct	
<input checked="" type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ <u>1,000,000</u>
<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	\$ _____
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: _____

EXHIBIT A
INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(English\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(Spanish\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf)). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eoe@lacity.org.

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

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

EXHIBIT D

AcHP Temporary Relocation Plan for Tenants with Disabilities – Project

Relocation Consultants:

(Please complete a Plan for each project site and/or building, if the retrofit/ relocation is not scheduled for the project as a whole. Plan should be updated with latest information prior to start of relocation.)

Many of these items may have been addressed in the Relocation Consultant's standard Relocation Project Plan. Please include any items on this list that are not there and attach this as an addendum.

Portions of the Plan will need to be updated as additional information is acquired from the search for temporary lodging and from tenant interviews.

Date of Project Plan: _____

- I. Project Information (If more than 1 site/building complete address and management information for each if they differ.)
 - A. Project Name:
 - B. Street Address:
 - C. City:
 - D. Zip code:
 - E. AcHP#(s): [provided by AcHP]
 - F. HIMS #(s): [provided by AcHP]
 - G. Owner Name:
 - H. Owner Contact Information:

 - I. Property Management Agent Name:
 - J. Property Management Company:
 - K. Property Management Contact Information:

 - L. Resident Manager Name (if different from property management agent):
 - M. Resident Manager Contact Information (if different from property management agent):

 - N. List Total # Number of Units for Each Project Site/building(s)

- O. Total # Mobility Units in Each Project Site. (Specify site/building(s))

- P. Total # Communication (Hearing/Vision) Units in Each Project Site. (Specify site/building(s))

- Q. Total # Units with Both Mobility & Communication Features in Each Project Site. (Specify site/building(s))

- R. Total # Conventional¹ Units in Each Project Site. (Specify site)

- S. Complete a form similar to Exhibits A1 & A2 (attached) for an overview of tenants being temporarily relocated.

II. Retrofit Project Description — Obtain from Project Owner

- A. Describe the project, site(s) and building(s) where the relocation will take place (with maps as appropriate). Attach Project Site Plan(s) identifying:
 - 1. Units where the retrofits requiring temporary relocation will take place.

 - 2. Units to be retrofit where no relocation necessary

 - 3. Public and common areas that will be retrofitted.

¹ Units that are not accessible.

B. Describe retrofit work to occur in each unit where tenants will need to be relocated and in public/common areas impacting access for all tenants.

C. Anticipated date(s) of beginning and completion of retrofit.

D. How will retrofits of public/common areas/paths of travel affect tenants, staff, and visitors with disabilities?

E. How will relocation be coordinated with retrofit construction?

F. Attach construction and relocation schedules.

III. Overview of Temporary Relocation Needs

A. Describe the temporary relocation activities that will be provided as a result of the retrofit.

B. Projected date(s) beginning and end of temporary relocation.

1. What will be the duration of temporary relocation for each tenant household?

2. What plans are in place if some retrofits take longer than anticipated?
-
- C. If some retrofits will take place without relocation, how will tenants be impacted, what steps will be necessary to ensure livability during the work, and how will tenants' belongings be secure and protected. How will any necessary accommodations for tenants with disabilities be managed during any non-displacing retrofits?

 - D. Overview of project unit and occupant data (prior to individual household interviews). This information should be updated as more accurate data becomes available during interactions with households of tenants with disabilities.
 1. Brief description of current occupants who will need to be temporarily relocated who are limited English speakers and the languages they speak.

 2. Current information from project staff regarding tenants with disabilities' accessibility needs that may impact their temporary relocation. What is the preliminary plan to accommodate those needs during the relocation?

3. Do tenants have assistance animals (Service dogs and/or support animals)?
(Please see ACHP Temporary Relocation Guidelines for Tenants with Disabilities.)
Note: Assistance animals must be allowed to accompany tenants to their temporary lodging.

4. Do tenants with disabilities have their own automobiles or vans? Are any of them adaptive vehicles? Electric or hybrid vehicles requiring charging station?

IV. Description of Temporary Relocation Services (Information must be updated as Relocation Consultant provides tenants with more detailed data on feasible options.) What assistance will the Relocation Consultant provide? Be specific.

A. Accessible Temporary Housing.

1. How many households are anticipated to need accessible housing units (Are they mobility or hearing/vision or both?)

2. Attach a spreadsheet that describes the housing available for this temporary relocation project. Using the format below (per the Guidelines), list hotels/motels/apartments/ etc. that were reviewed to determine whether they can be utilized by tenants who are going to be relocated. (Individual Tenant Household Relocation Plans will identify which specific site was selected.) The format is as follows:

Name of Temporary Housing Site Name (with photos)	Type (hotel, motel, extended stay hotel, Airbnb)	Address	Telephone number	Contact person

How far from project site?	Total # units in temporary lodging site	Total # mobility units	Total # H/V units	Total # units both mobility & H/V	Accessibility Standard utilized and how verified?

Positive features of this site for tenants to be relocated	Negative features of this site for tenants to be relocated	Availability of public transportation appropriate for the tenant's needs	Accessible parking options	Cost per unit per day/week/month? (per bedroom type in temporary lodging)

List each mobility unit, by unit number (if a unit has both mobility and H/V features, list here)	For each unit, list the # of bedrooms/bathrooms	List each unit's accessibility features (include kitchens, if available) Is there an accessible path of travel? What is the bed height; turning radius in kitchen and bathrooms? Are there roll-in or transfer showers or baths? Grab bars? Raised toilet seats? Accessible cooking facilities?

List each H/V only unit by unit number	For each unit, the # of bedrooms/bathrooms	List the H/V accessibility features for each unit (include kitchens, if available) Are there visual and audible alarms, audible thermostat, etc.

3. Who will determine whether temporary housing meets accessibility standards? At what point in the process will that be accomplished? Have they been verified? By whom?

 4. What steps will the Relocation Consultant take if the temporary housing does not meet tenant's accessibility needs?

 5. Do identified temporary housing options allow tenants' assistance animals (service animals and support animals)? All lodging must accept service dogs, but hotels may not be required to accept support animals. Assistance animals must be allowed to reside with tenants to their temporary housing.
- B. Accessible Transportation for Persons with Disabilities and Their Families and Attendants. Please note: Transportation options should be realistic, take into account the tenant's normal round-trip time, be fully accessible as needed, be paid for, and ensure reasonable safety.
1. What transportation options are available to tenants with disabilities being temporarily relocated, both to make the move and during relocation? (May reference spreadsheet)

 2. How will members of the tenant household be transported to temporary housing?

3. How will members of the tenant household go to medical appointments, work, school, religious activities, other appointments?

C. Packing and Moving

1. What assistance will be provided to tenants in packing belongings?

2. How will tenant belongings and equipment be transported to temporary housing?

3. How will tenant belongings and equipment not transported to temporary housing be secured?

4. Describe insurance coverage provided for tenant belongings and equipment during the move and storage.

5. What is the plan to help the tenant household meet their food needs, particularly specialized diets (for example, diabetic, low salt, gluten free, Kosher/Halal, vegetarian/vegan)? Does temporary lodging have kitchens? If so, are the kitchens and appliances accessible?

D. Relocation Benefits.

1. What relocation benefits are you planning to provide to tenant households? What are the requirements and when will that be provided?

2. When will these benefits be explained to tenants?

3. What are the tenant responsibilities? Will tenants have any out-of-pocket expenses?

- E. Please attach an estimated budget for temporary relocation identifying specific cost categories, including lodging, transportation, packing, moving, storage, food per diem, accommodations and modifications, Relocation Consultant(s) costs, other.

V. What Types of Advisory Assistance Will Be Provided? When Will That Happen?

A. Notifying Tenants.

1. Who will inform the tenants about the specific retrofit work in their units? When will that occur?

2. How and when will eligible tenant households learn the proposed and final details of temporary relocation that pertain to their households, including any relocation benefits provided?

3. What notices and other communication will be provided? In addition to English, what other languages are needed? Note: If the adult members of the household speak or read languages other than English, verbal communication and required written notices will be provided in the language understood by adult members of the household. Interpreters must be provided as needed, including appropriate sign language interpreters, oral translators, cued speech translators, and tactile interpreters.

4. Attach schedule showing required notices and other documents date to be sent.
Update schedule to show actual date sent.

B. Assessing Needs.

1. How and when will the needs of each household with tenant(s) with disabilities be determined?

2. What additional services may be required to successfully relocate tenants temporarily?

C. Contact During Temporary Relocation.

1. How and when will Relocation Consultant remain in contact with tenant household during the period of temporary relocation?

2. Who can tenants or temporary lodging representatives contact in the event of an emergency (24/7)? Who will respond to emergencies?

3. Who will respond to tenant concerns that arise during the period of relocation?

D. Grievance Policy.

1. Attach the Relocation Consultant's grievance policy and procedures for claims for damages and other things that arise after relocation. (Please note: As a "covered housing development," in addition to Relocation Consultant and project grievance policies, ACHP grievance policies apply.)

2. How will tenants be informed of the opportunity to have their concerns and grievances addressed during and after the temporary relocation process?

ACHP TEMPORARY RELOCATION REQUIREMENTS.

The Relocation Consultant must —

1. Provide assistance that does not result in different or separate treatment of tenants based on or due to "race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, military or veteran status, age, medical condition, genetic information, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes." (Definition of "Protected classes" Title 2 California Code of Regulations (CCR) 12005(aa))

2. Utilize the ACHP Guidelines and other templates for temporary relocation of tenants with disabilities.

3. Provide reasonable accommodations and modifications in accord with federal and state laws for people with disabilities, in particular the ADA and 2 C.C.R. Section 12176 et seq.
4. Provide auxiliary aids and services for effective communication as necessary for people with communication disabilities, including hearing, vision and speech disabilities, in accord with the ADA. See <https://www.ada.gov/resources/effective-communication/>.

EXHIBIT D2 — Basic Household Information for Temporary Relocation of Tenants with Disabilities

Individuals are Examples.

HH #	Unit #	Household Last Name, First Name	Relationship/ Role	Age	Primary Language	PWD? Y/N	Accessibility Need(s)
1	205	Morales, Jorge	Head of Household (M)	44	Spanish	N	None
		Morales, Gloria	Spouse (F)	38	Spanish	N	None
		Morales, Juan	Son	16	English	Y	Mobility/ wheelchair
		Morales, Ana	Daughter	14	English	N	None
		Morales, Hugo	Son	8	English	N	None
		Morales, Helen	Daughter	6	English	N	Allergies to cleaning products
		Johns, Jasper	Live-in Aide	25	English	N	None
2	306	Smith, Jean	Head of Household (F)	35	English	Y	Deaf
		Jones, Robert	Son	15	English	N	None
		Smith, Lucy	Daughter	7	English	N	None

EXHIBIT E
AcHP Temporary Relocation Questionnaire
Tenant Household

Project

Name: _____

Site Name (if applicable): _____

Address: _____

Unit Number: _____ Household Last Name(s): _____

HH Size _____ Primary Email: _____

1. Phone Number: _____ Cell? (Y/N) _____

Name: _____

2. Phone Number: _____ Cell? (Y/N) _____

Name: _____

3. Alternate Contact (name and contact information/relationship)

Household Members (including Live-in Aide)

1. Head of Household: _____ Age: __ PWD²? __

2. Name: _____ Age: __ PWD? __

Relationship _____

3. Name: _____ Age: __ PWD? __

Relationship _____

4. Name: _____ Age: __ PWD? __

Relationship _____

² Person with a disability. (Yes/No)

- 5. Name:_____ Age:___ PWD?___
Relationship_____
- 6. Name:_____ Age:___ PWD?___
Relationship_____
- 7. Name:_____ Age:___ PWD?___
Relationship_____
- 8. Name:_____ Age:___ PWD?___
Relationship_____
- 9. Name:_____ Age:___ PWD?___
Relationship_____

The questions that follow are designed to help you identify the disability-related needs of tenant household members that may need to be addressed during the temporary relocation process. You may find it helpful to also note the name of each household member as appropriate.

1. Are there any particular needs or concerns that you have about the move or the temporary housing?

2. Accessibility need(s) of each tenant household member) with a disability. (In cases where there is a combination of accessibility needs, check all that apply.) Note the names of household members as appropriate.

a. Mobility

Describe: _____

b. Hearing

Describe: _____

c. Vision

Describe: _____

d. Speech

Describe: _____

e. Allergies that need to be considered that may impacted temporary relocation

Describe: _____

f. Food allergies and/or dietary restrictions (including religious requirements such as kosher/halal meals).

Describe: _____

g. Other (This could include intellectual, developmental, and mental health disabilities (anxiety/depression/other) that may need

reasonable accommodations or modifications.) Describe:

(Please Note: You may not consider yourself to be a person with a disability and still have accessibility needs that should be taken into account during temporary relocation.)

3. List any medical or electronic equipment, devices, supplies and/or medicines used by anyone in the household that should be moved to temporary lodging or remain in current lodging and packed or stored in a particular way?
 - a. Does any equipment need specialized transportation to/from temporary lodging? Describe:

 - b. Does any equipment need a knowledgeable party to power-down, prepare for the move and set up? Describe:

4. Do any electronic medical devices or medical equipment require specific types of power sources? List. Do they require back up power sources, such as a generator? Describe:

5. Does any medical equipment or devices need to be plugged into an electrical outlet by the bed or in any specific place?

6. Does a household member use a mobility device such as a cane, scooter, wheelchair, or power chair? List:

- a. For scooters and wheelchairs, including power chairs, what is the size of the mobility device?
 - b. Do any devices they require battery storage or specialized recharging equipment?
7. Is there a live-in aide who will need to be housed with the tenant?
- a. Does the aide need a separate bedroom?
 - b. Which household member is supported by the aide?
8. Are there aides, medical personnel, or other service providers who meet with a household member on a regular or as-needed basis? Or who stay in the unit for a significant amount of time on certain days?
9. Does the tenant household utilize nearby medical or other services that will make relocating difficult? [Describe type, location, frequency].

10. Does the tenant have medical services provided at home that should be continued while in temporary relocation? [Describe type, location, frequency].

11. Please ask tenants with disabilities: What types of accessibility do you need in temporary lodging? Then enquire further, giving examples such as:

- a. Specialized bed or bed height?
- b. Clearance spaces for wheelchairs or medical devices in kitchen, bathrooms, corridors, doorways?
- c. Accessible bath or shower (transfer shower, roll-in shower, other)?
- d. Lowered cabinets?
- e. Accessible kitchen/kitchen appliances (list type(s))
- f. Specialized dietary needs? (these may or may not be able to be addressed by ordering in food or eating at restaurants. Some diets may require an accessible home kitchen).
- g. Accessible pathways?

- h. Accessible floors (i.e. hard surfaces not carpets for mobility devices)?
- i. Higher toilet seats?
- j. Grab bars in kitchen/bath/other?
- k. Hoyer lift? Clearance around or under the bed for a lift?
- l. Specialized chair (such as one with a lift mechanism)?
- m. Internet/computer access? (for example, for monitoring/reporting on medical devices such as insulin pumps; or for tele-health or similar meetings; or for online work.)
- n. Audio/visual doorbells/alarms?
- o. Lots of light and/or a quiet space (for individuals with sensory or intellectual or mental health disabilities)?
- p. Accessible appliances (levers or knobs v. touchscreens, controls in front rather than back)?
- q. Accessible laundry facilities? (If relocation is a week or more)

12. After the Relocation Consultant has identified a number of lodging options, ask the tenant head of household: From the temporary lodging options available, which do you think would be most appropriate for your family?

13. Does any household member need reasonable modifications (physical alterations) in the temporary lodging? (For example, grab bar installation, or raised toilet seat.)

14. Does the tenant have automobiles or vans, particularly adaptive vehicles? Do they need parking options at the temporary lodging, including an accessible parking space? Do they need an electric vehicle charger?

15. Should written communications be provided in screen reader accessible format, braille, larger type, text, or another format?

16. Does the tenant want written and/or spoken communications to be provided in a language other than English, including ASL or other sign languages? Spoken language? _____ Is text preferred? _____ If yes, cell phone number _____ ASL or other sign language? _____

17. Does the tenant household have Assistance Animal(s)³?

a. Service Dog(s); Number:

b. Support Animal(s): Number and Type(s) of Animal(s):

c. Items to be transported with Assistance Animal(s):

a. Food

b. Leashes

c. Bed

d. Medicines

e. Litter Box

f. Other

18. Does the household have pets? What arrangements need to be made for the pets?

19. What are the normal activities of household members that will need to continue while in temporary relocation (school, work, childcare, medical

³ Assistance animals are composed of service and support animals. They are not pets. A service animal is a dog who accompanies their person wherever that person goes and is trained to take a specific action when needed to assist the person with a disability. A support animal is an animal that provides emotional, cognitive, or other similar support to a person with a disability to assist them in managing the symptoms of their disability but is not trained to take a specific action. People with disabilities may have service animals and/or support animals and also may (or may not) have pets.

appointments (doctors, physical therapy, medical treatments (infusions, dialysis), etc.), assistance from attendants, religious activities, other)?

20. Is there accessible household furniture that should be moved with tenant household?

21. Will the tenant household need assistance packing belongings that will be moved into temporary lodging? Packing belongings and furniture that will remain in the apartment? If so, what kind of assistance?

22. Will the tenant household need assistance moving to and from temporary lodging? If so, what type?

23. Does any household member need reasonable accommodations (changes to policies or procedures) that we have not yet talked about?

24. Any other needs/concerns of household?

25. After reviewing these questions, does any member of the tenant household have accessibility needs during temporary relocation?
(Y/N)_____

If so, the individual household relocation plan should describe how those needs will be met.

Name of Interviewer:_____

Interviewer organization:_____

Date(s) of interview(s):_____

EXHIBIT F
**AcHP Temporary Relocation Plan for Tenants with Disabilities —
Household**

NOTE TO INTERVIEWER

The purpose of this Plan is to provide the Relocation Consultant and the tenant household with a written record of what the tenant household needs and the Relocation Consultant will provide prior to and during the household's temporary relocation. It spells out relocation activities and timing, as well as services and benefits that will actually be provided to the household.

Creating and utilizing this Plan prevents misunderstandings. If any information, contained in the Relocation Contractor's Project Relocation or other Plans, has not been included in this template, it should be included here so that the tenant will receive a copy of the entire Plan. The tenant should receive a draft and an opportunity to comment. The completed plan should be provided to the household before relocation activities commence.

Word to the wise:

- The tenant must inspect their temporary housing prior to the Relocation Consultant contracting for that housing. It cannot be said too often — the tenant with a disability is aware of potential accessibility problems which are very difficult for others to identify. These problems have a high likelihood of posing significant challenges in the relocation process.
- With advance notice, the City may approve temporary a tenant household's temporary relocation residency with family or friends instead of staying in temporary lodging.
- Receipt of relocation benefits may impact household receipt of other government benefits because these benefits will be paid from City, not federal, funds. The timing of payments may be important. The City is currently analyzing the impact of financial relocation benefits on federal, state and local public assistance.

Individual Household Relocation Plan (Please attach Tenant Questionnaire).

- I. Project Name:
- II. Site Address(es):
- III. Unit and household information (For each person, name/age/relationship to head of household/person with a disability (Y/N).) (include live-in aide):
- IV. Projected dates of household temporary relocation (beginning/end):
- V. Describe retrofit work to be done in unit. (Information provided by Owner):
- VI. Accessibility needs identified by/for household members: (describe/list):
- VII. Temporary Relocation Housing Selected
 - a. Temporary Housing
 - i. Address:
 - ii. Type:
 - iii. Bedrooms:
 - iv. Accessibility features (if needed):
 - v. Describe any modifications needed in temporary housing:

- VIII. List other accommodations/accessibility related services to be provided:
- IX. Describe any requested accommodations or modifications that have been denied.
- X. Describe any auxiliary aids or services to be provided for effective communication (for example, ASL, large type, screen reader accessible documents, text, etc.):
- XI. Describe any language needs, including language(s) and language services to be provided (translations/interpretations, including translation of this plan as needed):
- XII. Describe specific benefits to be provided in addition to housing:
- a. Meal per diems/reimbursement, including amounts and schedule of payments.
 - b. Transportation to/from temporary housing, including any accessible transportation needed.
 - c. Transportation for tenants/service providers during relocation period to access regular activities (school, medical, social services, religious services, in-home services visits, grocery or meal shopping, other necessary shopping (pharmacy), etc.) including any accessible transportation needed.

- d. For any cash payments: How often will payments be made? Before or after expenses incurred? Will receipts be required? If after expenses incurred, how long until payments are made and projected date of the month for payments.

 - e. Packing and moving

 - f. Packing/moving/storing medical equipment or computer equipment and devices.

 - g. Storage of furniture/and belongings and/or protection for belongings remaining in unit.

 - h. Insurance for belongings packed/moved/stored

 - i. Parking for personal vehicles/adapted vehicles

 - j. Provisions for Assistance Animals (Service Animals and Support Animals) and/or Pets.

 - k. Provision for live-in aide, if applicable.

 - l. Other
- XIII. Relocation consultant information (name/contact information)

XIV. If there is an emergency during relocation, Relocation Consultant emergency contact information (name/phone number)

Tenant Acknowledgment of Receipt of Plan

Tenant Signature

Date

Any modifications to this plan must be in writing and a copy provided to tenant.